

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

807B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
May 15, 2012

SUBJECT: San Jacinto River Recharge Ponds
Cooperative Agreement
District Three/District Three

RECOMMENDED MOTION:

1. Approve the Cooperative Agreement between the District, the Eastern Municipal Water District, (EMWD), the Lake Hemet Municipal Water District (LHMWD), and the Western Riverside County Regional Conservation Authority (RCA); and
2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District.

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

- Consent Policy
- Consent Policy

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: May 15, 2012
 xc: Flood

Kecia Harper-Ihem
 Clerk of the Board
 By: [Signature]
 Deputy

Dep't Recomm.:
 Per Exec. Ofc.:

11.4

FORM APPROVED BY COUNTY COUNSEL
 BY: [Signature] DATE: 5/15/12
 NEAL R. KIPNIS

Departmental Concurrence

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: San Jacinto River Recharge Ponds
Cooperative Agreement
District Three/District Three

SUBMITTAL DATE: May 15, 2012

Page 2

BACKGROUND:

The District and EMWD previously entered into a License Agreement executed on October 21, 2008 (Agenda Item No. 11.2) which set forth the terms and conditions under which the District will allow EMWD to utilize a specific area within District's existing San Jacinto River Levee System's right-of-way to construct a series of recharge ponds and its associated appurtenances for groundwater recharge purposes. Subsequent to the execution of the License Agreement, EMWD collaborated with the U.S. Fish and Wildlife Service to change the location of the recharge ponds to further minimize potential effects to the federally listed San Bernardino Kangaroo Rat (SBKR). Consequently, EMWD is required to protect certain real property located within the Cities of Hemet and San Jacinto by a conservation easement.

This Cooperative Agreement sets forth the terms and conditions under which the District will allow EMWD and LHMWD to encumber District easements with conservation easements in favor of the RCA. This Agreement is also necessary to set forth the terms and conditions under which the District will allow RCA to access District owned land and to perform baseline management for the SBKR in accordance with the relevant biological permits issued to EMWD and the Western Riverside County Multiple Species Habitat Conservation Plan requirements.

County Counsel has approved the Agreement as to legal form. EMWD, LHMWD and RCA are executing this Agreement in counterpart.

FINANCIAL:

EMWD is funding all mitigation implementation costs. Future maintenance costs and mitigation monitoring costs will accrue to EMWD.

CLC:bjj

DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

1 COOPERATIVE AGREEMENT BY, BETWEEN AND AMONG
2 EASTERN MUNICIPAL WATER DISTRICT, LAKE HEMET
3 MUNICIPAL WATER DISTRICT, RIVERSIDE COUNTY FLOOD
4 CONTROL AND WATER CONSERVATION DISTRICT AND THE
5 WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION
6 AUTHORITY FOR SAN JACINTO RIVER RECHARGE PONDS

7 THIS COOPERATIVE AGREEMENT ("Agreement") is entered into on
8 May 15, 2012, by, between and among the Eastern Municipal Water District, a
9 municipal water district created pursuant to the provisions of the California Water Code
10 sections 71000 et seq. ("EMWD"), Lake Hemet Municipal Water District, a municipal water
11 district created pursuant to the provisions of the California Water Code sections 71000 et seq.
12 ("LHMWD"), Riverside County Flood Control and Water Conservation District, a public
13 agency created pursuant to the provisions of the California Water Appendix, Chapter 48-1
14 ("Flood Control") and the Western Riverside County Regional Conservation Authority, a
15 public agency and a joint powers authority created pursuant to the provisions of the California
16 Government Code sections 6500 et seq. ("RCA"). EMWD, LHMWD, Flood Control and RCA
17 are sometimes referred to in this Agreement individually as a "Party," or collectively as the
18 "Parties."

19 RECITALS

20 WHEREAS, pursuant to a Water Management Plan for the Hemet/San Jacinto Valley,
21 which Plan will benefit EMWD, LHMWD and all other groundwater producers in said Valley,
22 EMWD plans to increase the capacity of its recharge facilities (the "Project") by constructing,
23 operating and maintaining groundwater recharge basins within the San Jacinto River but, as a
24 condition to doing so, is required by certain regulatory permits and requirements ("Permits")¹ to
25 mitigate impacts to species and habitat associated with the construction and subsequent

26 ¹ U.S. Army Corps of Engineers Section 404 Permit No. SPL-2004-01197-DPS dated July 18, 1997, as amended on December 27, 2010 and
27 January 2012; U.S. Fish & Wildlife Service Biological Opinion dated December 23, 2011; California Department of Fish and Game Streambed
28 Alteration Agreement No. 1600-2007-0033-R6 (Revision 2), dated September 26, 2007, as amended on August 30, 2010 and January 2012;
California Regional Water Quality Control Board Section 401 Certification as amended on August 24, 2010 and on January 5, 2012
(SARWQCB Project No. 332007-09).

11.4 MAY 15 2012

1 operations and maintenance resulting from the Project; and

2 **WHEREAS**, Flood Control and EMWD previously entered into that certain License
3 Agreement, hereinafter referred to as "PREVIOUS AGREEMENT", executed on October 21,
4 2008. Said PREVIOUS AGREEMENT set forth the terms and conditions under which Flood
5 Control will allow EMWD to construct, operate and maintain a series of groundwater recharge
6 basins within the San Jacinto River. Subsequent to the execution of PREVIOUS
7 AGREEMENT, EMWD collaborated with the U.S. Fish and Wildlife Service to change the
8 proposed location of the groundwater recharge basins to further minimize potential adverse
9 effects to the environment. Accordingly, Flood Control and EMWD intend to amend the
10 PREVIOUS AGREEMENT, hereinafter referred to as "AMENDED AND RESTATED
11 LICENSE AGREEMENT", setting forth the particular provisions under which Flood Control
12 will allow EMWD to construct, operate and maintain the groundwater recharge basins at its
13 new location within the San Jacinto River; and

14 **WHEREAS**, EMWD is the sole owner in fee simple of certain real property in the
15 County of Riverside, consisting of approximately 437.33 acres which it is required by the
16 Permits to subject, and which it wishes to subject, to a permanent Conservation Easement in
17 favor of the RCA to assure that said property will be managed pursuant to the Permits and to
18 prevent any use of EMWD property that will adversely impact the conservation values of the
19 EMWD Conservation Easement; said property is described in Exhibit "A" and depicted on
20 Exhibit "B" attached hereto and incorporated herein by this reference ("EMWD Property"); and

21 **WHEREAS**, Flood Control is the sole owner in fee simple of certain real property (the
22 "Flood Control Property") consisting of approximately 59.34 acres, and is also the easement
23 holder of certain easements granted in favor of Flood Control over EMWD and/or LHMWD
24 owned properties (the "Flood Control Easements") consisting of approximately 280 acres in the
25 County of Riverside as more particularly described in Exhibit "C" and depicted in Exhibit "D",
26
27
28

1 attached hereto and incorporated herein by this reference; and

2 **WHEREAS**, the Project is located within the existing San Jacinto River (SJR) Levee
3 system. Flood Control, as a local sponsor for the SJR levee system, is responsible for its
4 operation and maintenance activities pursuant to the Operation and Maintenance Manual for
5 San Jacinto River and Bautista Creek Improvements prepared by the Army Corps of Engineers
6 (dated April 1963) and the Federal Levee Certification Regulations; and

7 **WHEREAS**, LHMWD's property consists of approximately 24.60 acres described in
8 Exhibit "E" and depicted on Exhibit "F", attached hereto and incorporated herein by reference
9 ("LHMWD Property"); and

10 **WHEREAS**, Parties recognize and acknowledge that Flood Control is mandated by
11 federal regulations to assume operation and maintenance responsibilities of the existing SJR
12 Levee system; and

13 **WHEREAS**, approximately 521.27 acres (of the combined EMWD Property, LHMWD
14 Property and Flood Control Property, hereinafter collectively referred to as the "SBKR
15 Conservation and Management Areas") possess certain wildlife and habitat values of
16 importance to RCA and the people of the State of California that are consistent with the habitat
17 conservation purposes of the Western Riverside County Multiple Species Habitat Conservation
18 Plan ("MSHCP"); and

19 **WHEREAS**, the RCA is willing to manage the properties described in the preceding
20 recital as part of the MSHCP pursuant to the provisions set forth herein.

21 **NOW, THEREFORE, BE IT RESOLVED**, found and determined that for the mutual
22 promises contained herein, the Parties hereto do hereby agree as follows:

23 1. EMWD agrees to:

24 (a) Execute and deliver the Conservation Easement over the EMWD Property in the
25 form and content attached hereto as Exhibit "G".
26
27
28

1 (b) Pay to RCA the amounts agreed to in a Deposit Agreement dated November 29,
2 2010.

3 (c) At such time as is set forth in the Conservation Easement, fund an endowment in
4 the amount of TWO MILLION TWO THOUSAND NINE HUNDRED SEVENTY FOUR
5 DOLLARS (\$2,002,974) for Baseline Management for the SBKR Conservation and
6 Management Areas as set forth in Section 5 herein ("Endowment").

7 (d) Fund the first year management costs of the Conservation and Management
8 Areas and the Vegetation Control Work Plan in the amount of EIGHTY ONE THOUSAND
9 FOUR HUNDRED FOUR AND 61/100'S DOLLARS (\$81,404.61) upon the execution of this
10 Agreement.

11 (e) Install all barriers, initial signage and required fencing as agreed to with RCA
12 pursuant to the fencing plan in Exhibit "H" and subject to Flood Control's approval.

13 (f) Conduct all initial restoration or enhancement work on the EMWD Property and
14 obtain approvals from the appropriate regulatory agencies for any success criteria required by
15 the Permits.

16 (g) Arrange with contractors to perform any regulatory obligations required by the
17 Permits not included in the Baseline Management.

18 (h) Implement all conservation measures identified in the Biological Opinion dated
19 December 23, 2011.

20 (i) Be responsible for any and all additional regulatory, mitigation and/or litigation
21 costs, and/or mitigation measures to Flood Control resulting from this Agreement and/or
22 Permits.

23 (j) Be responsible for resolving, at its sole cost and expense, any conflicts between
24 this Agreement, the Permits, the Conservation Easement, the AMENDED AND RESTATED
25 LICENSE AGREEMENT and Flood Control's existing rights and benefits of owning the Flood
26

27
28

1 Control Property and Flood Control Easements in an acceptable manner as solely determined
2 by Flood Control.

3 2. LHMWD agrees to:

4 (a) Execute and deliver the Conservation Easement over the LHMWD Property in
5 the form and content attached hereto as Exhibit "G".

6 3. Flood Control agrees to:

7 (a) Issue to RCA an encroachment permit or other appropriate document
8 authorizing RCA to access the Flood Control Property and to perform the Baseline
9 Management in accordance with the applicable provisions of this Cooperative Agreement;
10 provided that (i) Flood Control and EMWD enter into an AMENDED AND RESTATED
11 LICENSE AGREEMENT and (ii) RCA's activities are consistent with the MSHCP
12 requirements, and do not, in any way whatsoever, impair the Flood Control Property's and
13 Flood Control Easements' primary flood control purpose and function or otherwise interfere
14 with Flood Control's ability to operate and maintain the Flood Control Property and Flood
15 Control Easements, so long as Flood Control maintenance activities are covered pursuant to an
16 MOU or agreement with the California Department of Fish and Game as specified in the
17 MSHCP.
18

19 (b) Provide RCA an opportunity to review and approve the encroachment permit, or
20 other appropriate document, before its issuance.

21 4. RCA agrees to:

22 (a) Concur that the EMWD Hemet-San Jacinto Integrated Recharge and Recovery
23 Program was deemed to be consistent with the MSHCP pursuant to Joint Project Review 07-
24 05-22-03.

25 (b) Execute and deliver to EMWD the Certificate of Acceptance portion of the
26 Conservation Easement in the form and content attached hereto as Exhibit "G".
27
28

1 (c) Perform Baseline Management, in accordance with the terms of this Cooperative
2 Agreement, on approximately 521.27 acres of the SBKR Conservation and Management Areas
3 set forth in Section 5 herein.

4 (d) Accept Flood Control's encroachment permit subject to the limitations in
5 Section 3.

6 5. Baseline Management

7 (a) The Baseline Management for the SBKR Conservation and Management Areas
8 (as depicted on Exhibits "A", "B", "C", "D", "E", and "F") will begin upon RCA's receipt of the
9 Endowment; provided, however, that (i) the Baseline Management for the approximately 29.8
10 acres EMWD will restore as part of Conservation Measure 4 of the December 23, 2011
11 Biological Opinion (as depicted on Exhibit "B") will not commence until EMWD receives
12 notification that the regulatory agencies have approved the success criteria required by the
13 Permits, and (ii) the Baseline Management for the Flood Control Property will not commence
14 until Flood Control issues an encroachment permit or other approval document pursuant to
15 Section 3 herein. The SBKR Conservation and Management Areas shall become part of the
16 MSHCP Conservation Area and as such, RCA will provide annual habitat management
17 oversight on the property pursuant to Section 5.2 of the MSHCP and the Conservation
18 Easement. The RCA shall use reasonable efforts, subject to the pre-existing rights referenced
19 in Section 3(a) herein, to maintain the biological values on the site, which currently support
20 Riversidian alluvial fan sage scrub and associated upland habitats. The habitats on the SBKR
21 Conservation and Management Areas also currently support known populations of San
22 Bernardino Kangaroo Rat ("SBKR"), which the RCA shall manage in accordance with the
23 SBKR-specific requirements in MSHCP Table 5-2 (attached as Exhibit "I").

24
25 (b) The main responsibilities of the RCA for the SBKR Conservation and
26 Management Areas will be:
27
28

1 (i) Employ reasonable methods to control unauthorized public access;
2 (ii) Annual maintenance of habitat notification signs, fencing and gates;
3 (iii) Annual removal of trash or other man-made debris;
4 (iv) Manage fuel loads for fire suppression pursuant to Section 6.4 of the
5 MSHCP.

6 (v) Other standard habitat management measures detailed in Section 5.2 of
7 the MSHCP and the Conservation Easement (attached as Exhibit "I").

8 (c) RCA will work with the Sheriff's Department along with other conservation
9 partners in the area such as the U.S. Bureau of Land Management and the California
10 Department of Fish and Game.

11 6. Vegetation Management

12 (a) RCA will be responsible for implementing Condition #3 of the December 23,
13 2011 Biological Opinion.

14 (b) Except for the Baseline Management detailed in Section 5 above and the
15 Vegetation Management in this Section, EMWD is responsible for any and all terms and
16 conditions of the Permits and the related Section 7 consultation/Biological Opinion.

17 7. Effective Date and Termination

18 (a) This Agreement will become effective on the date of the last signature below.

19 (b) Notwithstanding any other provision of this Agreement, any Party may
20 terminate this Agreement prior to the execution of either the Conservation Easement (or the
21 encroachment permit and AMENDED AND RESTATED LICENSE AGREEMENT in the
22 case of Flood Control) upon written notice pursuant to Section 11 below. If one Party
23 terminates this Agreement pursuant to this section, then this Agreement shall terminate as to all
24 Parties.
25
26
27
28

1 (c) If the Agreement is terminated prior to the execution of the Conservation
2 Easement, the encroachment permit or the AMENDED AND RESTATED LICENSE
3 AGREEMENT:

4 (i) EMWD will reimburse RCA for those expenses set forth in Section 1(b)
5 herein performed up to the date of termination; and

6 (ii) RCA will have no continuing management obligations pursuant to
7 Section 5 of this Agreement.

8 8. Conflict of Interest

9 No member, official or employee of EMWD, LHMWD, Flood Control or RCA shall
10 have any personal interest, direct or indirect, in this Agreement nor shall any such member,
11 official or employee participate in any decision relating to this Agreement which affects his or
12 her personal interests or the interests of any corporation, partnership or association in which he
13 or she is directly or indirectly interested.

14 9. No Third Party Beneficiaries

15 This Agreement is made and entered into for the sole protection and benefit of the
16 Parties, their successors and assigns, hereto. No other person or entity shall have any right of
17 action based upon the provisions of this Agreement.

18 10. Indemnification

19 (a) RCA shall indemnify and hold EMWD, LHMWD and Flood Control, their
20 officers, agents and employees free and harmless from liability to any person or entity not a
21 Party to this Agreement from any damage, loss or injury to person and/or property arises from
22 the negligence, intentional acts or willful misconduct of the RCA, its officers, agents or
23 employees in the execution or implementation of this Agreement.

24 (b) EMWD shall indemnify and hold LHMWD, Flood Control, and RCA, their
25 officers, agents, or employees free and harmless from liability to any person or entity not a
26
27
28

1 Party to this Agreement from any damage, loss or injury to person and/or property which arises
2 from the negligence, intentional acts or willful misconduct of EMWD, its officers, agents or
3 employee in the execution or implementation of this Agreement.

4 (c) LHMWD shall indemnify and hold EMWD, Flood Control, and RCA, their
5 officers, agents, or employees free and harmless from liability to any person or entity not a
6 Party to this Agreement from any damage, loss or injury to person and/or property which arises
7 from the negligence, intentional acts or willful misconduct of LHMWD, its officers, agents or
8 employee in the execution or implementation of this Agreement.

9 11. Designated Representatives and Notice

10 The following individuals listed in this section are hereby designated as representatives
11 of the EMWD, LHMWD, Flood Control and RCA, respectively, to act as liaison between the
12 Parties. As used in this Agreement, notice includes but is not limited to, the communication of
13 any notice, request, demand, approval, statement, report, acceptance, termination, consent,
14 waiver and appointment. All notices must be in writing. Notice is given either (i) when
15 delivered in person to the person or company intended named below; (ii) when sent first class
16 by U.S. Mail, certified, with return receipt requested; or (ii) when sent via reputable overnight
17 courier (such as Federal Express), addressed by name and addressed to the Party or persons
18 intended, as follows:
19

20 **EMWD**
21 Eastern Municipal Water District
22 Attn: General Manager
23 2270 Trumble Road
24 Post Office Box 8300
25 Perris, CA 92572-8300

RCA
Western Riverside County
Regional Conservation Authority
Attn: Executive Director
3403 Tenth Street, Suite 320
Post Office Box 1667
Riverside, CA 92502-1667

Best Best & Krieger LLP
3750 University Avenue, Suite 400
Post Office Box 1028
Riverside, CA 92502-1028
Phone: (951) 686-1450
Attn: Michelle Ouellette

LHMWD

1 Lake Hemet Municipal Water District
2 Attn: General Manager
3 26385 Fairview Avenue
4 Post Office Box 5039
5 Hemet, CA 92544

Flood Control

Riverside County Flood Control
and Water Conservation District
Attn: General Manager-Chief Engineer
1995 Market Street
Riverside, CA 92501

6 until such time as a Party gives notice of the change of address in accordance with the
7 terms of this section.

8 12. Amendments, Changes or Modifications

9 No part of this Agreement may be modified, altered, amended, waived, or changed
10 without the express written consent of all of the Parties hereto.

11 13. Assignment

12 None of the Parties shall have the right to assign its rights and obligations under this
13 Agreement.

14 14. Governing Law

15 This Agreement shall be governed by, interpreted under, and construed and enforced in
16 accordance with the laws of the State of California. Venue shall be in Riverside County.

17 15. Effect of Waiver

18 No waiver of a breach, failure of condition, or any right or remedy contained in or
19 granted by the provisions of this Agreement is effective unless it is in writing and signed by the
20 Party waiving the breach, failure, right, or remedy. No waiver of a breach, failure or condition,
21 or right or remedy is or may be deemed a waiver of any other breach, failure, right or remedy,
22 whether similar or not. In addition, no waiver will constitute a continuing waiver unless the
23 writing so specifies.

24 16. Attorneys' Fees

25 If any legal action, or any arbitration or other proceeding is initiated for the enforcement
26 of this Agreement or because of any alleged dispute, breach, default or misrepresentation in
27 connection with any of the provisions of this Agreement, the successful or prevailing Party
28

1 shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in
2 that action or proceeding, in addition to any other relief to which it may be entitled.

3 17. Severability

4 If any term or provision of this Agreement shall, to any extent, be held invalid or
5 unenforceable, the remainder of this Agreement shall not be affected.

6 18. Entire Agreement

7 This Agreement (including the exhibits attached to this Agreement) constitutes the final,
8 complete, and exclusive statement of the terms of the agreement by, between and among the
9 Parties and supersedes all prior and contemporaneous understandings or agreements of the
10 Parties. None of the Parties have been induced to enter into this Agreement by, nor are any of
11 the Parties relying upon any representation or warranty outside those expressly set forth in this
12 Agreement.

13 19. Further Acts

14 The Parties agree, upon the request of any other Party, to perform such further acts and
15 to execute and deliver such other documents as are reasonably necessary to carry out the
16 provisions of this Agreement.

17 20. Authority of Parties

18 The Parties warrant that the persons executing this Agreement on their behalf are
19 authorized to do so, and on execution of this Agreement, the terms of this Agreement shall be
20 valid and enforceable against the Parties in accordance with this Agreement.

21 21. Counterparts

22 This Agreement may be executed in counterparts, which, when combined, shall
23 constitute a fully executed Agreement.
24

25 [SIGNATURE PAGE TO FOLLOW]
26
27
28

SIGNATURE PAGE FOR THE COOPERATIVE AGREEMENT BY, BETWEEN AND AMONG THE EASTERN MUNICIPAL WATER DISTRICT, LAKE HEMET MUNICIPAL WATER DISTRICT, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY FOR SAN JACINTO RIVER RECHARGE PONDS

IN WITNESS WHEREOF, the Parties have executed this Cooperative Agreement as of the last date set forth below.

EASTERN MUNICIPAL WATER DISTRICT

WESTERN RIVERSIDE COUNTY CONSERVATION AUTHORITY

BY: _____
Paul D. Jones II, General Manager

BY: _____
Charles V. Landry, Executive Director

Date

Date

Approved as to Form

Approved as to Form

General Counsel for EMWD

General Counsel for RCA

LAKE HEMET MUNICIPAL WATER DISTRICT

BY: _____
Thomas Wagoner, General Manager

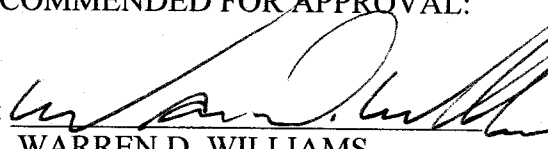
Date

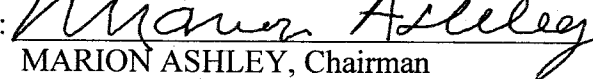
Approved as to Form

General Counsel for LHMWD

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT**

RECOMMENDED FOR APPROVAL:

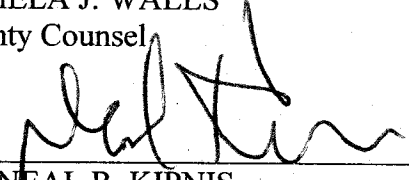
By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By: 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

May 15, 2012
Date (to be filled in by Clerk of the Board)


APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By: 
NEAL R. KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: 
Deputy

(SEAL)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

11.4 MAY 15 2012

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Western Riverside County
Regional Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside CA 92502-1667
Attn: Executive Director

Exempt from recording fee
(Gov. Code, §§ 6102 & 27383)

MSHCP APNs: 549-030-074, 549-030-036, 549-030-037, 549-030-075

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ___ day of _____ 2012, by the LAKE HEMET MUNICIPAL WATER DISTRICT, a California municipal water district, ("Grantor"), in favor of the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a joint powers authority and a public agency, ("Grantee" or "RCA"), with reference to the following facts:

RECITALS

A. Grantor is the owner of that certain real property in the City of Hemet, and the County of Riverside, State of California, commonly referred to as the Hemet/San Jacinto Integrated Recharge and Recovery Program (the "**Project**").

B. Grantor is the sole owner in fee simple of those portions of the Project legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated by this reference (the "**Property**"), which consists of approximately 24.6 acres.

C. The Property provides, among other things, mitigation for certain impacts of the construction and operation of the Project pursuant to requirements of (1) Santa Ana Regional Water Quality Control Board's ("**Regional Board**") Section 401 Water Quality Certification - Project Number 332007-09 and amendments ("**401 Certification**"); (2) Condition 17 of the California Department of Fish and Game's (the "**Department**") Streambed Alteration Agreement No. 1600-2007-0033-R6 (Revision 2) dated January 25, 2012 and amendments ("**Streambed Alteration Agreement**"); (3) the United States Army Corps of Engineers' ("**ACOE**") Section 404 Permit No. 200401197-JEM, amendments thereto ("**404 Permit**") and Conservation Measures 1, 2 and 3 of the United States Fish and Wildlife Service's ("**USFWS**") Biological Opinion FWS-WRIV-08B0106-12F0045 dated December 23, 2011 ("**Biological Opinion**").

D. The Property possesses wildlife and habitat values (collectively, “**Conservation Values**”) of importance to Grantee and the people of the State of California which are consistent with the habitat conservation purposes of the Western Riverside County Multiple Species Habitat Conservation Plan (“**MSHCP**”);

E. Grantee is authorized to hold conservation easements pursuant to Civil Code Section 815.3. Specifically, Grantee is an entity identified in Civil Code Section 815.3 and otherwise authorized to acquire and hold title to real property; and

F. Grantee agrees by accepting this grant to honor the intentions of Grantor to preserve and protect in perpetuity the Conservation Values of the Property in accordance with the terms of this Conservation Easement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the State of California, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily CONTRIBUTES, GRANTS and CONVEYS to Grantee a conservation easement in perpetuity over and across the Property of the nature and character and to the extent hereinafter set forth (“**Conservation Easement**”). This Conservation Easement shall run with the land and be binding on Grantor’s heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Property or any portion of it.

1. Definitions. Any capitalized term not otherwise defined herein shall carry the same meaning and definition as that term is used and defined in the MSHCP.

2. Purpose.

a. The purpose of this Conservation Easement (“**Purpose**”) is to ensure that the Property will be retained in perpetuity in a natural condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property (“**Natural Condition**”). Grantor intends that this Conservation Easement will confine the use of the Property to those activities that are consistent with the requirements of the MSHCP. Except as specifically stated herein, Grantor warrants that no other easement presently encumbers the Property. Grantor and Grantee also understand and agree that this Conservation Easement will be recorded in the official records of Riverside County, California.

b. Except for Grantor’s facilities described herein, Grantor represents and warrants that to Grantor’s actual knowledge, without investigation or inquiry, there is no structure or improvement existing on the Property at the time this grant is executed. Grantor further represents and warrants that to Grantor’s actual knowledge, without investigation or inquiry, there are no other previously granted easements existing on the Property that interfere or conflict with the Purpose of this Conservation Easement as evidenced by the Quitclaim Deed attached at **Exhibit “C.”** To the Grantor’s actual knowledge, without investigation or inquiry, the current Natural Condition is evidenced in part by the depiction of the Property attached on **Exhibit “D”**. Grantor has delivered to Grantee the following: (1) a color aerial photograph of

the Property at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Property boundaries on such aerial photograph; and (3) on-site color photographs showing all man-made improvements or structures that Grantor is actually aware of and the major, distinct natural features of the Property.

c. Notwithstanding anything to the contrary set forth in subsection (b) above, the Grantor shall have no liability with respect to any failure to advise Grantee of any prior rights holder with respect to the Property or the condition of the Property and Grantee waives any claim or action against Grantor in connection with the foregoing. Grantee hereby covenants and agrees that it is relying entirely on its own investigation on the Property with respect to liens and encumbrances in connection with the Property (recorded and unrecorded) and the condition thereof including structures and improvements thereon.

3. Responsibility for Mitigation. The Parties explicitly agree that any mitigation for activities of Grantor that is not the express obligation of Grantee pursuant to this Conservation Easement, and any other mitigation set forth in any Section 404 Permit, Biological Opinion, 401 Certification, Streambed Alteration Agreement, Habitat Mitigation and Monitoring Plan, and/or any other regulatory permits (collectively, "Permits"), remains solely and entirely Grantor's responsibility.

4. Grantee's Rights. To accomplish the Purpose of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee or its designee:

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for other purposes by Grantee or its designees;
- c. To enter upon the Property to carry out activities consistent with the MSHCP, in excess of any management that is provided by the Grantor;
- d. To restrict access to portions of the Property as reasonably necessary to protect habitat which is used for sensitive activities such as breeding or nesting, provided, however, that Grantee shall limit such restrictions to those specific areas where use of the Property would adversely effect such activities and only during such time periods or seasons when such activities occur;
- e. To prevent any activity on, or use of, the Property that is inconsistent with the Purpose of this Conservation Easement or the MSHCP and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Conservation Easement or the MSHCP;
- f. All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property;

- g. All present and future development rights; and
- h. The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

5. Prohibited Uses. Except for the rights reserved by Grantor pursuant to Section 8 below, any activity on or use of the Property inconsistent with the Purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's guests, agents, assigns, employees, representatives, volunteers, successors and third parties, are expressly prohibited on the Property except as otherwise provided herein or unless specifically provided for in the Biological Opinion or any federal or state regulatory permits:

- a. All activities and uses which may adversely affect the Purpose of this Conservation Easement;
- b. Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;
- c. Depositing or accumulation of soil, trash, ashes, refuse, waste, bio solids or any other materials;
- d. Planting, introduction or dispersal of non-native or exotic plant or animal species;
- e. All activities and uses that are otherwise inconsistent with the purposes of the MSHCP;
- f. No use shall be made of the Property, and no activity thereon shall be permitted that is or is likely to become inconsistent with the Purpose of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Conservation Easement. Grantee, therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Conservation Easement.

6. Grantor's Duties. To accomplish the Purpose of this Conservation Easement as described in Section 2, Grantor, its successors and assigns shall:

- a. Undertake all actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 4 of this Conservation Easement;

b. Comply with the terms of this Conservation Easement and cooperate with Grantee in the protection of the Conservation Values;

c. Repair and restore damage to the Conservation Easement directly caused by Grantor, Grantor's guests, representatives, employees or agents, and third parties.

7. Grantee's Duties. To accomplish the Purpose of this Conservation Easement as described in Section 2, Grantee, its successors and assigns shall perform "Baseline Management" as described in Section 20.

8. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement, including, but not limited to, the following uses:

a. Covered Activities. Any covered activity listed in the Biological Opinion and MSHCP, including, without limitation, the right of Grantor to construct, reconstruct, use, operate, maintain, repair and replace a well and appurtenances thereto, along with the right of ingress and egress thereto.

b. Access. Access through the Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement or that are required under the Permits. The right contained herein shall include the right to construct, reconstruct, use, operate, maintain, repair and replace pipeline(s) over, across, under, along and on existing roads or such roads (existing and future) shown in the Permits and the MSHCP.

c. Habitat Enhancement Activities. Creation and enhancement of native plant communities, including the right to plant native shrubs on the Property, so long as such activities do not materially harm the habitat types identified in the Permits. For purposes of preventing erosion and reestablishing native vegetation, the Grantor shall have the right, but not the obligation, to revegetate areas that may be damaged by the permitted activities under this Section 8 or naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Property. Prior to any habitat enhancement activities, Grantor shall submit detailed plans to the USFWS and the Department for review and approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

d. Vegetation, Debris, and Exotic Species Removal. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

e. No Interference with Development of Adjoining Property.

Notwithstanding anything set forth herein to the contrary, nothing in this Conservation Easement is intended nor shall be applied to in any way limit Grantor or any of Grantor's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Project not constituting the Property and/or (2) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1) and (2) neither such activity nor any effect resulting from such activity amounts to a use of the Property, or has an impact upon the Property, that is prohibited by Section 5 above.

f. Fire Protection. The right to maintain firebreaks (defined as a strip of thinned or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire. All other brush management activities shall be limited to areas outside the Property.

9. Grantee's Remedies. If Grantee determines that Grantor or any successor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within thirty (30) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation by Grantor of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefore, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 9 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to,

the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justifiable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

a. Costs of Enforcement. Any costs incurred by Grantee where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

b. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

c. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from:

(i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or

(ii) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Property resulting from such causes; or

(iii) acts by Grantee or its employees, directors, officers, agents, contractors, or representatives; or

(iv) Acts of third parties (including any governmental agencies) that are beyond Grantor's control.

Notwithstanding the foregoing, Grantor must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

10. Access. This Conservation Easement does not convey a general right of access to the public or any future resident or owner of the Property or any adjacent landowners or a general right of access to the Property. Access to the Property shall be extremely limited.

11. Costs and Liabilities. Grantor, its estates, successors, and assigns, remain solely responsible for obtaining and complying with any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local, and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Grantor, its invitees, agents, contractors, consultants, heirs, estates, successors, and assigns, retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property except those specifically accepted by Grantee under this Conservation Easement. Grantee shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property, except as set forth with particularity herein.

12. No Hazardous Materials Liability. Grantor represents and warrants that it has no knowledge of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Property.

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

- a. The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or
- b. The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- c. The obligations of a responsible person under any applicable Environmental Laws; or
- d. The right to investigate and remediate any Hazardous Materials associated with the Property; provided, however, that the Grantee retains the right to enforce the obligations of the Grantor under this Conservation Easement; or
- e. Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related

materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that Grantor's activities upon and use of the Property will comply with all Environmental Laws.

13. Hold Harmless.

a. Grantor, its successors and assigns shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors, and representatives (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgment, including without limitation, reasonable attorneys' fees, arising from or in any way connected with (1) injury to or the death of any person, or physical damages to any property, resulting from any act or omission of Grantor, related to or occurring on or about the Property, (2) Hazardous Materials (as defined herein) deposited on the Property by Grantor provided that the foregoing indemnity shall be inapplicable due to Claims (as defined herein) due to negligence, intentional acts or willful misconduct of any of the Indemnified Parties.

If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to Grantee or reimburse the Grantee for attorneys fees and for all charges incurred for services of the Attorney General or the U.S. Department of Justice in defending the action or proceeding.

b. Grantee, its successors and assigns shall hold harmless, indemnify, and defend Grantor and its directors, officers, employees, agents, contractors, volunteers and representatives (collectively, "Grantor Indemnified Parties") from and against any and all Claims, arising from or in any way connected with (1) injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property arising out of an act, failure to act or neglect by Grantee or its employees, directors, officers, agents, contractors, volunteers or representatives; (2) Hazardous Materials (as defined herein) deposited on the Property by Grantee provided that the foregoing indemnity shall be inapplicable to a Grantor Indemnified Party with respect to any Claim due to the negligence, intentional acts or willful misconduct of the Grantor Indemnified Parties, or any of them.

If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor,

defend such action or proceeding by counsel reasonably acceptable to Grantor or reimburse the Grantor for attorneys fees and for all charges incurred for services of an attorney or attorneys in defending the action or proceeding.

14. Taxes; No Liens. Grantor, its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Notwithstanding the foregoing, Grantee understands and acknowledges that Grantor is a public agency and as such is not obligated to pay taxes and assessments with respect to the Property. Grantor, its successors and assigns shall keep Grantee's interest in the Property free from any liens, including those arising out of any obligations incurred by Grantor or any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property. Acceptance of this Conservation Easement is subject to Grantee's approval, in its sole discretion, of the title report of the Property provided by the Grantor.

15. Liens Subordinated. Grantor represents that as of the date of this grant, there are no liens or mortgages outstanding against the Property. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any subsequent lien or other interest in the Property.

16. Condemnation. The Purpose of the Conservation Easements are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700. Nevertheless, if the Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation in accordance with applicable law.

17. Subsequent Transfers.

a. By Grantee.

(i) This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and delegate obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 and Government Code Section 65965 (or any successor provision then applicable) and only with the prior written approval of the Grantor;

(ii) Grantee shall require the assignee to record the assignment in the county where the Property is located; and

b. By Grantor.

(i) The covenants, conditions, and restrictions contained in this Conservation Easement are intended to and shall run with the land and bind all future owners of any interest in the Property. Grantor, its successor or assign agrees to (i) incorporate by

reference to the title of and the recording information for this Conservation Easement in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. Grantor, its successor and assign agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor, its successor or assign to perform any act provided in this Section 17 shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

(ii) From and after the date of any transfer of all or any portion of the Property by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder except for any obligations pursuant to Section 22.h, and (iv) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

18. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor: Lake Hemet Municipal Water District
26385 Fairview Avenue
P.O. Box 5039
Hemet, CA 92544
Attn: General Manager
(951) 658-3241

To Grantee: Western Riverside County
Regional Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, California 92502-1667
Attn: Executive Director
(951) 955-9700

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

19. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and with the written consent of the USFWS. Any

such amendment shall be consistent with the Purpose of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Riverside County, State of California.

20. Long-Term Maintenance. In addition to the other terms contained herein, Grantee shall be responsible for the ongoing maintenance/repair of the Property, referred to as “Baseline Management.” Such Baseline Management shall consist of the following activities:

a. The Baseline Management for the Property shall become part of the MSHCP Conservation Area and as such, RCA will provide annual habitat management oversight on the property pursuant to Section 5.2 of the MSHCP. The RCA shall maintain the biological values on the site to the best of its ability given the preexisting rights referenced in Recital E herein, which currently support Riversidian alluvial fan sage scrub and associated upland habitats. The habitats on the Property also currently supports known populations of San Bernardino kangaroo rat (“SBKR”), which the RCA shall manage in accordance with the SBKR-specific requirements in MSHCP Table 5-2.

b. The main responsibilities of the RCA for the Property will be:

- (i) Employ reasonable methods to control unauthorized public access;
- (ii) Annual maintenance of habitat notification signs, fencing and gates;
- (iii) Annual removal of trash or other man-made debris;
- (iv) Manage fuel loads for fire suppression pursuant to Section 6.4 of the MSHCP;
- (v) Other standard habitat management measures detailed in Section 5.2 of the MSHCP.

c. Vegetation Management.

(i) RCA will be responsible for implementing Condition #3 of the December 23, 2011 Biological Opinion.

(ii) Except for the Baseline Management detailed in Section 20(a) and (b) above and the Vegetation Management in this Section 20(c), EMWD is responsible for any and all terms and conditions of the Permits and the related Section 7 consultation/Biological Opinion.

Section 20 of this Conservation Easement is intended to be consistent with Section 6 of the Cooperative Agreement By, Between and Among the Eastern Municipal Water District, the Lake Hemet Municipal Water District, the Riverside County Flood Control and Water Conservation District and the Western Riverside County Regional Conservation Authority that is

expected to be executed in May/June 2012 ("Cooperative Agreement"). In the event of any conflict between this Section 20 and Section 6 and 7 of the Cooperative Agreement, Section 6 and 7 of the Cooperative Agreement shall control.

21. Recordation. Grantor shall promptly record this instrument in the official records of Riverside County, California and immediately notify the Grantee through the mailing of a conformed copy of the recorded easement.

22. General Provisions.

a. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to effect the Purpose of this Conservation Easement and the policy and purpose set forth in California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Change of Conditions. If one or more of the Purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Conservation Easement.

d. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

e. Entire Agreement. This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 19.

f. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

g. Successors and Assigns. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

h. Termination of Rights and Obligations. Provided the transfer was consistent with the terms of this Conservation Easement, a party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Property (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

j. Exhibits. All Exhibits referred to in this Easement are attached and incorporated herein by reference.

k. Warranty. Grantor represents and warrants that, except as disclosed in writing to Grantee by Grantor: (1) to the best of Grantor's knowledge there are no leases, licenses, or other agreements granting any person or persons the right to use or occupy the Property or any portion thereof that have not been identified and referenced in this Conservation Easement; (2) to the best of Grantor's knowledge, and except as expressly disclosed in writing to Grantee by Grantor, (i) there are no apparent or latent defects in or on the Property and (ii) Grantor is not aware of any failure of the Property to be in full compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property; (3) to the best of Grantor's knowledge, there are no pending or, to the best of Grantor's knowledge, threatened litigation affecting, involving, or relating to the Property or any portion thereof; (4) to the best of Grantor's knowledge there are no civil or criminal proceedings or investigations that have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor, to the best of Grantor's knowledge, do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; (5) Grantor is unaware of any matters, conditions, or factors that will materially impair the Conservation Values of the Property or management of the Property; and (6) to the best of Grantor's knowledge, all Property management obligations are described in this Conservation Easement.

l. Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Purpose of this Conservation Easement or will impair or interfere with the Conservation

Values of the Property. This Subsection 23.k shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement.

m. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

By: _____
[Insert Name and Title]

By: _____
[Insert Name and Title]

[ATTACH NOTARY ACKNOWLEDGEMENT]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Lake Hemet Municipal Water District, a California municipal water district, on the Conservation Easement dated [insert date], to the Western Riverside County Regional Conservation Authority (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by Ordinance No. 08-01, as adopted by the Board of Directors on July 7, 2008.

GRANTEE:

WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY,
a joint powers authority and a public agency

Date: _____

By: _____
Charles V. Landry, Executive Director

Approved as to Form

By: _____
Best, Best & Krieger LLP
General Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Lake Hemet Municipal Water District, a California municipal water district, on the Conservation Easement dated [insert date], to the Western Riverside County Regional Conservation Authority (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by Ordinance No. 08-01, as adopted by the Board of Directors on July 7, 2008.

GRANTEE:

WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY,
a joint powers authority and a public agency

Date: _____

By: _____
Charles V. Landry, Executive Director

Approved as to Form

By: _____
Best, Best & Krieger LLP
General Counsel

Exhibit A

Legal Description of Property

A legal description for each of the conserved areas within the parcels listed in Table A-1 is provided herein.

[See Attached]

Table A-1 LHMWD-OWNED CONSERVATION AREA PARCELS				
Conservation Area	Owner	APN	Conservation Acres	Acres By Area
2	LHMWD	549030074	2.42	24.60
	LHMWD	549030036	5.17	
	LHMWD	549030037	5.69	
	LHMWD	549030075	11.32	
Conservation Area Total:			24.60	24.60

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 2B

APNs: 549-030-036, 037, 074, and 075
Grantor: Lake Hemet Municipal Water District

Legal Description

In an unincorporated territory of the County of Riverside, State of California, lying in Section 4 and Section 5, Township 5 South, Range 1 East, San Bernardino Meridian, more particularly described as follows:

Lots 1, 2, 3, 4, 5, and 6 of Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, in the Office of the County Recorder of San Diego County, California.

Together with that portion of Cedar Avenue adjacent to said Lots 3, 4, 5, and 6 as vacated by Resolution of the Riverside County Board of Supervisors, a certified copy of which was recorded October 13, 1943 in Book 602, Page 105, Official Records of Riverside County, California.

Also together with the west 5.00 feet of Bethlam Avenue (formerly Fairview Avenue) adjacent to said Lot 3 and the east 5.00 feet of said Bethlam Avenue (formerly Fairview Avenue) adjacent to said Lot 2 as vacated by Resolution of the Riverside County Board of Supervisors, a certified copy of which was recorded October 10, 1956 in Book 1984, Page 127, Official Records of Riverside County, California.

Excepting from said Lot 6 that certain parcel of land subject to a Grant of Easement to the County of Riverside by deed recorded July 13, 2001 as Instrument Number 2001-324691, Official Records of Riverside County, California.

Also excepting from said Lot 3 that certain parcel of land subject to a Declaration of Dedication to said County of Riverside by deed recorded August 16, 2001 as Instrument Number 2001-393112, Official Records of Riverside County, California.

Also excepting from said Lot 1 that certain parcel of land more particularly described as follows:

COMMENCING at the southeast corner of said Lot 1, said corner being on the north right-of-way line of Cedar Avenue (30 foot half width);

THENCE along the northeast line of said Lot 1 and said Fairview Tract, North 50°45'00" West, a distance of 227.20 feet to Point "A" and the TRUE POINT OF BEGINNING;

APNs: 549-030-036, 037, 074, and 075
Grantor: Lake Hemet Municipal Water District

THENCE departing said northeast line, North 90°00'00" West, a distance of 75.00 feet;
THENCE South 00°00'00" West, a distance of 75.00 feet;
THENCE North 90°00'00" East, a distance of 75.00 feet;
THENCE North 00°00'00" East, a distance of 75.00 feet to the TRUE POINT OF BEGINNING.

Also excepting from said Lot 2 and said vacated east 5.00 feet of Bethlam Avenue that certain parcel of land more particularly described as follows:

COMMENCING at the intersection of the north right-of-way line of said Cedar Avenue (30 foot half width) with the east right-of-way line of said Bethlam Avenue (45 foot half width);

THENCE along said east right-of-way line, North 00°00'00" East, a distance of 61.40 feet to Point "B" and the TRUE POINT OF BEGINNING;

THENCE continuing along said east right-of-way line, North 00°00'00" East, a distance of 150.00 feet;

THENCE departing said east right-of-way line, North 90°00'00" East, a distance of 150.00 feet;

THENCE South 00°00'00" East, a distance of 150.00 feet;

THENCE North 90°00'00" West, a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

Contains 24.60 acres more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Frederick A. Elliott, P.L.S. 4741

Date: MARCH 13, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-T (3/13/2012)

Exhibit B

Map of Property

Plat Maps for each conserved area within the parcels listed in Table A-1 are presented herein.

[See Attached]

Exhibit C

QUITCLAIM DEED

Fairview Land and Water Company

[See Attached]

CUTLAIN DEED

WHEREAS the Lake Forest Municipal Water District, as sole stockholder of the Fairview Land and Water Company, a California corporation, has filed with the secretary of said corporation its written consent to the winding up and voluntary dissolution of said corporation;

AND WHEREAS the Board of Directors of the said Fairview Land and Water Company has authorized and directed the president and secretary of said corporation to execute and deliver to the Lake Forest Municipal Water District this deed of all of the property of said corporation;

NOW THEREFORE the Fairview Land and Water Company, a California corporation, does hereby remise, release, and quitclaim to the Lake Forest Municipal Water District all the property of the Fairview Land and Water Company, real, personal, or mixed, wherever located, and of whatever kind, character, or description.

Dated: December 23, 1955.

FAIRVIEW LAND AND WATER COMPANY

(S&L)

J. Russell Taylor
President
Charles H. [unclear]
Secretary

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } ss.

On December 24th 1955 before me *J. J. [unclear]*
Notary Public in and for said State,
the within instrument, a copy of which is hereunto annexed and
Theodore A. [unclear], known to me to be the president and
secretary respectively, of the Fairview Land and Water
Company and the persons whose names are subscribed to the
within instrument, and acknowledged that they executed the
same by authority, and on behalf, of said company.

Witness my hand and official seal.



J. J. [unclear]
Notary Public in and for said
County and State.

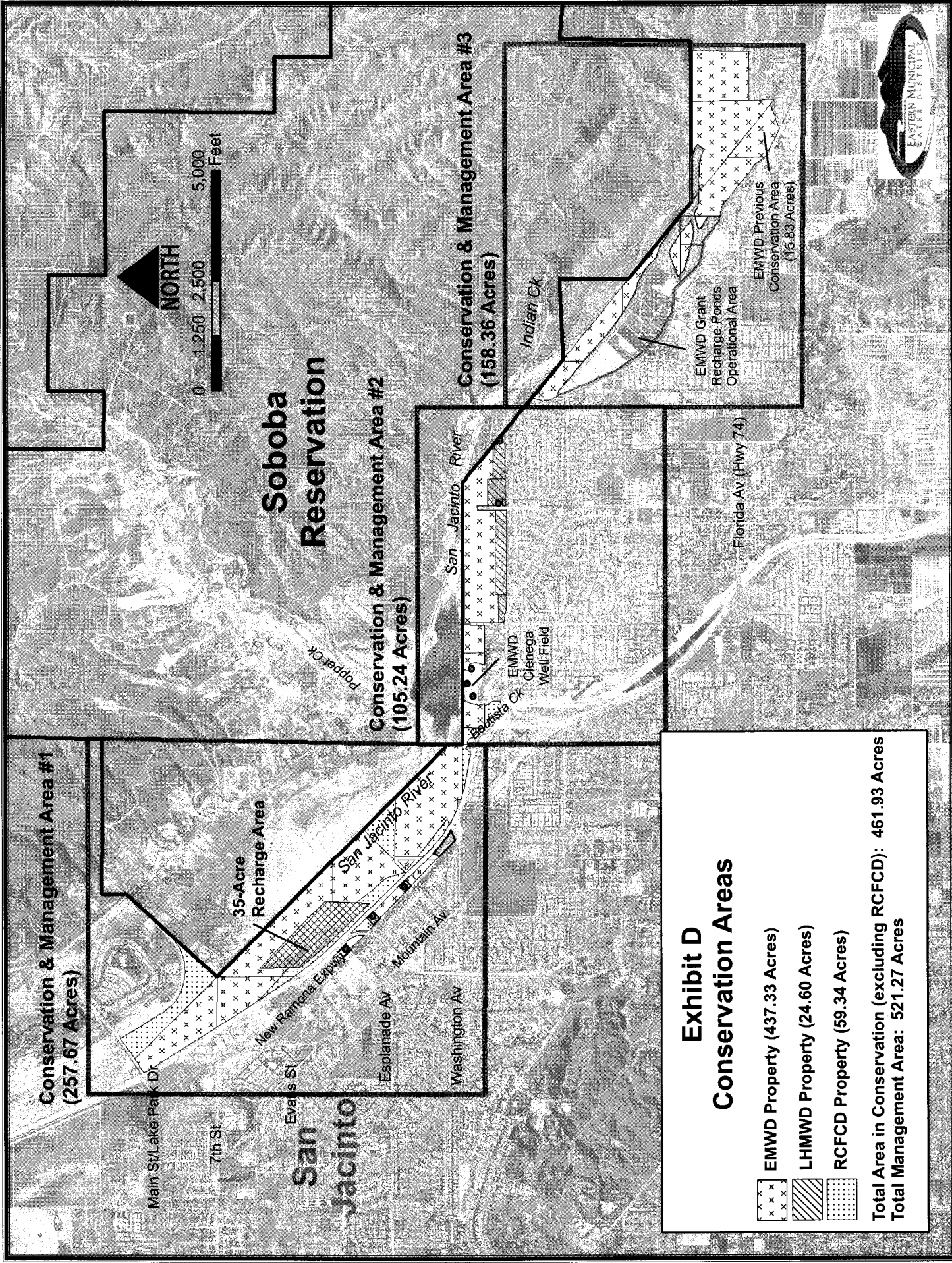
My commission expires Dec 4 1957

1956

Exhibit D

Map of the major, distinct natural features of the Conservation Areas

[See Attached]

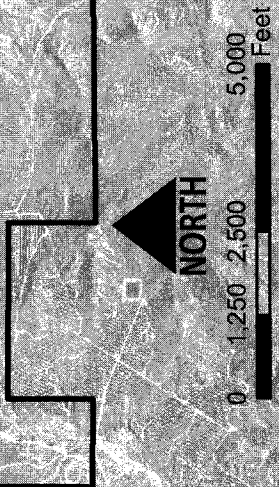


**Conservation & Management Area #1
(257.67 Acres)**




**Conservation & Management Area #2
(105.24 Acres)**

**Conservation & Management Area #3
(158.36 Acres)**

**Soboba
Reservation**



**Exhibit D
Conservation Areas**

-  EMWD Property (437.33 Acres)
-  LHMWD Property (24.60 Acres)
-  RCFCD Property (59.34 Acres)

Total Area in Conservation (excluding RCFCD): 461.93 Acres
Total Management Area: 521.27 Acres

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBITS A&B

(Legal Description and Depiction of EMWD Property)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 1

W.O. 12865
APNs: 433-150-039 and 059, 547-130-017 and 018,
551-020-015 and 016, 551-030-018
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

PARCEL 1

In the City of San Jacinto, County of Riverside, State of California, being those portions of Lots 198, 199, and 200 of the Map of San Jacinto Land Association San Jacinto Rancho, as shown by Map on file in Book 8 of Maps at Page 357 thereof, in the Office of the County Recorder of San Diego County, California, together with those portions of Lots 24 and 25 of the Map of H.T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 of Maps at Page 386 thereof, in said Office of the County Recorder of San Diego County, more particularly described as follows:

COMMENCING at the most northerly corner of Parcel 4020-121 of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California;

THENCE South 44°40'18" East, along the northeasterly line of said Parcel 4020-121, a distance of 147.42 feet to a line parallel with and distant 175.00 feet southeasterly, as measured at right angles to the centerline of Lakepark Drive and the TRUE POINT OF BEGINNING;

THENCE continuing South 44°40'18" East, along said northeasterly line, a distance of 2,572.81 feet to an angle point therein;

THENCE South 44°53'57" East, continuing along said northeasterly line, a distance of 4,740.22 feet to the most easterly corner of said Parcel 4020-121;

THENCE South 45°06'49" West, along the southeasterly line of said Parcel 4020-121, a distance of 1,000.27 feet to an angle point therein;

THENCE North 89°53'11" West, continuing along said southeasterly line, a distance of 46.77 feet to an angle point therein;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 433-150-039 and 059, 547-130-017 and 018,
551-020-015 and 016, 551-030-018
Grantor: Eastern Municipal Water District
a public agency of the State of California

THENCE South 45°07'45" West, continuing along said southeasterly line, a distance of 332.52 feet;

THENCE North 44°06'31" West, departing said southeasterly line, a distance of 22.00 feet to a point on the southwesterly line of said Parcel 4020-121;

THENCE North 45°07'42" East, along said southwesterly line, a distance of 21.30 feet to an angle point therein;

THENCE North 16°11'15" West, continuing along said southwesterly line, a distance of 398.30 feet to an angle point therein;

THENCE North 22°56'15" West, continuing along said southwesterly line, a distance of 107.00 feet to an angle point therein;

THENCE North 45°51'15" West, continuing along said southwesterly line, a distance of 360.00 feet to an angle point therein;

THENCE North 36°29'15" West, continuing along said southwesterly line, a distance of 436.29 feet;

THENCE North 02°26'07" East, departing said southwesterly line, a distance of 721.02 feet;

THENCE North 45°17'44" West, a distance of 2,150.45 feet;

THENCE South 01°34'07" East, a distance of 702.86 feet to a point on the southwesterly line of said Parcel 4020-121;

THENCE North 47°09'22" West, along said southwesterly line, a distance of 379.60 feet to an angle point therein;

THENCE North 45°29'22" West, continuing along said southwesterly line, a distance of 583.39 feet;

THENCE North 32°49'04" West, departing said southwesterly line, a distance of 2,500.10 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 9,949.00 feet;

THENCE northwesterly, along said curve, through a central angle of 03°17'53", an arc distance of 572.68 feet to said line being parallel with and distant 175.00 feet southeasterly, as measured at right angles to the centerline of Lakepark Drive;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 433-150-039 and 059, 547-130-017 and 018,
551-020-015 and 016, 551-030-018
Grantor: Eastern Municipal Water District
a public agency of the State of California

THENCE North 55°43'56" East, along said parallel line, a distance of 400.95 feet to the TRUE POINT OF BEGINNING.

APNs: 433-150-039 and 059, 547-130-017 and 018

Contains 132.57 acres, more or less.

PARCEL 2

In the City of San Jacinto, County of Riverside, State of California, lying in the northwest quarter of Protracted Section 6, Township 5 South, Range 1 East, San Bernardino Meridian, being a portion of Lot 1 in Block 116-1/2 of the Lands of the Hemet Land Company, as shown by map on file in Book 1 of Maps at Pages 14 and 15 thereof, Records of Riverside County, California, more particularly described as follows:

Parcel 4020-131 of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California.

APNs: 551-020-015 and 016

Contains 1.14 acres, more or less.

PARCEL 3

In the City of San Jacinto, County of Riverside, State of California, lying in the northeast quarter of Protracted Section 6, Township 5 South, Range 1 East, San Bernardino Meridian, being portions of Lots 1, 2, 3, and 4 in Block 117 together with a portion of Block 117-1/2 of the Hemet Land Company, as shown by map on file in Book 1 of Maps at Pages 14 and 15 thereof, Records of Riverside County, California, more particularly described as follows:

BEGINNING at the northwesterly corner of Parcel 4020-132 of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California;

THENCE South 89°53'11" East, along the northerly line of said Parcel 4020-132, a distance of 1,327.74 feet to the northeasterly corner thereof;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 433-150-039 and 059, 547-130-017 and 018,
551-020-015 and 016, 551-030-018
Grantor: Eastern Municipal Water District
a public agency of the State of California

THENCE South 44°53'57" East, along the northeasterly line of said Parcel 4020-132, a distance of 1,730.49 feet to an angle point therein;

THENCE South 00°08'12" West, along the easterly line of said Parcel 4020-132, a distance of 330.00 feet to the southeast corner thereof;

THENCE South 89°58'12" West, along the southerly line of said Parcel 4020-132, a distance of 990.93 feet;

THENCE North 71°59'45" West, departing said southerly line, a distance of 255.02 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 2,949.00 feet;

THENCE northwesterly, along said curve, through a central angle of 00°43'39", an arc distance of 37.44 feet to a point on the southwesterly line of said Parcel 4020-132, a radial line at said point bears North 18°43'54" East;

THENCE North 00°50'35" East, along said southwesterly line, a distance of 52.20 feet to an angle point therein;

THENCE North 89°37'21" West, along said southwesterly line, a distance of 145.01 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 2,949.00 feet, a radial line at said point bears North 21°43'09" East;

THENCE northwesterly, departing said southwesterly line and along said curve, through a central angle of 08°27'18", an arc distance of 435.18 feet to a point on the southwesterly line of said Parcel 4020-132, a radial line at said point bears North 30°10'27" East;

THENCE North 69°22'45" East, along the westerly line of said Parcel 4020-132, a distance of 104.81 feet;

THENCE North 51°11'15" West, continuing along said westerly line, a distance of 1,089.00 feet to an angle point therein;

THENCE North 00°42'24" East, continuing along said westerly line, a distance of 505.51 feet to the POINT OF BEGINNING.

APN: 551-030-018

Contains 58.18 acres, more or less.

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 433-150-039 and 059, 547-130-017 and 018,
551-020-015 and 016, 551-030-018
Grantor: Eastern Municipal Water District
a public agency of the State of California

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Frederick A. Elliott

Frederick A. Elliott, P.L.S. 4741

Date: MARCH 5, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-J
(2/24/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 1
SOUTHWESTERLY OF EXISTING LEVEE

W.O. 12865
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

PARCEL 1:

In the City of San Jacinto, County of Riverside, State of California, that portion of Lot 23 of H.T. Hewitt's Plat of San Jacinto, as shown by map thereof filed in Book 8 of Maps at Page 386, in the office of the County Recorder of San Diego County, State of California, described as follows:

BEGINNING at the most westerly corner of "Parcel 4261-7", as shown by Record of Survey filed on February 25, 1986 in Book 75 of Records of Survey at Pages 34 to 40 inclusive, in the office of the County Recorder of said Riverside County, said corner being on the northerly line of said Lot 23 of Hewitt's Plat and the beginning of a non-tangent curve in said "Parcel 4261-7", concave northeasterly and having a radius of 10169.02 feet, to which a radial line bears South 48°25'53" West;

THENCE southeasterly along said curve and the southwesterly sideline of said "Parcel 4261-7", through a central angle of 00°53'38", an arc distance of 158.65 feet;

THENCE leaving said sideline and non-tangent to said curve, South 45°02'53" West, a distance of 160.09 feet to a line parallel with and distant northeasterly 71.00 feet, measured at right angles from the centerline of Ramona Expressway, said centerline noted to be "per Specific Plan 97-KK" on said Record of Survey;

THENCE along said parallel line, North 44°57'07" West, a distance of 326.89 feet to said northerly line of Lot 23;

THENCE along said northerly line, South 89°54'44" East, a distance of 238.06 feet to the POINT OF BEGINNING.

The above-described parcel contains approximately 0.92 acres.

APN: 547-130-072 and 073

W.O. 12865
E.M.W.D. Exhibit "A"
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District

PARCEL 2:

In the City of San Jacinto, County of Riverside, State of California, those portions of Lots 23 and 24 of H.T. Hewitt's Plat of San Jacinto, as shown by map thereof filed in Book 8 of Maps at Page 386, in the office of the County Recorder of San Diego County, State of California, described as follows:

COMMENCING at the most westerly corner of "Parcel 4261-7", as shown by Record of Survey filed on February 25, 1986 in Book 75 of Records of Survey at Pages 34 to 40 inclusive, in the office of the County Recorder of said Riverside County, said corner being on the northerly line of said Lot 23 of Hewitt's Plat and the beginning of a non-tangent curve in said "Parcel 4261-7", concave northeasterly and having a radius of 10169.02 feet, to which a radial line bears South 48°25'53" West;

THENCE southeasterly along said curve and the southwesterly sideline of said "Parcel 4261-7", through a central angle of 02°15'21", an arc distance of 400.37 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said sideline and non-tangent to said curve, South 67°20'36" East, a distance of 93.16 feet to the beginning of a non-tangent curve, concave southwesterly and having a radius of 583.53 feet, to which a radial line bears North 49°21'58" East;

THENCE southeasterly along said curve and the southwesterly sideline of "Parcel 4261-7" and "Parcel 4261-6" of said Record of Survey, through a central angle of 41°25'31", an arc distance of 421.90 feet to a line parallel with and distant northeasterly 71.00 feet, measured at right angles from the northeasterly boundary of Lot "G" of Tract 24907-1, as shown by map thereof filed on December 13, 1991 in Book 235 of Maps at Pages 90 and 91, in the office of the County Recorder of said Riverside County;

THENCE along said parallel line, North 46°21'27" West, a distance of 420.53 feet to the beginning of a curve, concave northeasterly and having a radius of 9929.00 feet;

THENCE northwesterly along said curve, through a central angle of 00°13'46", an arc distance of 39.76 feet;

THENCE non-tangent to said curve, North 45°02'53" East, a distance of 150.37 feet to the TRUE POINT OF BEGINNING.

The above-described parcel contains approximately 1.36 acres.

APN: 547-130-072 and 073

W.O. 12865
E.M.W.D. Exhibit "A"
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District

PARCEL 3:

In the City of San Jacinto, County of Riverside, State of California, those portions of Lots 24 and 25 of H.T. Hewitt's Plat of San Jacinto, as shown by map thereof filed in Book 8 of Maps at Page 386, in the office of the County Recorder of San Diego County, State of California, described as follows:

BEGINNING at the intersection of the southwesterly sideline of "Parcel 4020-127A", as shown by Record of Survey filed on March 08, 1961 in Book 33 of Records of Survey at Pages 48 to 62 inclusive, in the office of the County Recorder of said Riverside County, with the northwesterly line of said Lot 24 of Hewitt's Plat;

THENCE along said northwesterly line of Lot 24, South 45°02'33" West, a distance of 7.18 feet to the most northerly corner of "Parcel 4261-6", as shown by Record of Survey filed on February 25, 1986 in Book 75 of Records of Survey at Pages 34 to 40 inclusive, in the office of the County Recorder of said Riverside County, and the beginning of a non-tangent curve in said "Parcel 4261-6", concave westerly and having a radius of 677.53 feet, to which a radial line bears North 65°27'36" East;

THENCE southerly along said curve and the northeasterly sideline of said "Parcel 4261-6", through a central angle of 32°19'38", an arc distance of 382.27 feet to a line parallel with and distant northeasterly 71.00 feet, measured at right angles from the northeasterly boundary of Lot "K" of Tract 24907, as shown by map thereof filed on December 16, 1991 in Book 235 of Maps at Pages 97 to 100 inclusive, in the office of the County Recorder of said Riverside County;

THENCE along said parallel line and non-tangent to said curve, South 46°21'27" East, a distance of 179.70 feet;

THENCE leaving said parallel line, North 45°53'29" East, a distance of 220.43 feet to said southwesterly sideline of "Parcel 4020-127A";

THENCE along said southwesterly sideline, North 44°06'31" West, a distance of 485.88 feet to the POINT OF BEGINNING.

The above-described parcel contains approximately 1.59 acres.

APN: 547-130-071

W.O. 12865
E.M.W.D. Exhibit "A"
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District

PARCEL 4:

In the City of San Jacinto, County of Riverside, State of California, those portions of Lots 24 and 25 of H.T. Hewitt's Plat of San Jacinto, as shown by map thereof filed in Book 8 of Maps at Page 386, in the office of the County Recorder of San Diego County, State of California, described as follows:

COMMENCING at the intersection of the southwesterly sideline of "Parcel 4020-127A", as shown by Record of Survey filed on March 08, 1961 in Book 33 of Records of Survey at Pages 48 to 62 inclusive, in the office of the County Recorder of said Riverside County, with the northwesterly line of said Lot 24 of Hewitt's Plat;

THENCE along the southwesterly sideline of said Parcel 4020-127A, South 44°06'31" East, a distance of 705.67 feet to the TRUE POINT OF BEGINNING;

THENCE leaving said southwesterly sideline, South 45°53'29" West, a distance of 211.80 feet to a line parallel with and distant northeasterly 71.00 feet, measured at right angles from the northeasterly boundary of Lot "K" of Tract 24907, as shown by map thereof filed on December 16, 1991 in Book 235 of Maps at Pages 97 to 100 inclusive, in the office of the County Recorder of said Riverside County;

THENCE along said parallel line, South 46°21'27" East, a distance of 818.68 feet;

THENCE leaving said parallel line, North 43°38'33" East, a distance of 179.81 feet to said southwesterly sideline of "Parcel 4020-127A";

THENCE along said southwesterly sideline, North 44°06'31" West, a distance of 810.99 feet to the TRUE POINT OF BEGINNING;

The above described parcel contains approximately 3.66 acres.

APN: 547-130-071

W.O. 12865
E.M.W.D. Exhibit "A"
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District

PARCEL 5:

In the City of San Jacinto, County of Riverside, State of California, that portion of Lot 25 of H.T. Hewitt's Plat of San Jacinto, as shown by map thereof filed in Book 8 of Maps at Page 386, in the office of the County Recorder of San Diego County, State of California, TOGETHER WITH THOSE PORTIONS OF Blocks 116-1/2 and 117 of the Lands of the Hemet Land Company, as shown by map thereof filed in Book 1 of Maps at Pages 14 and 15, in the office of the County Recorder of said Riverside County, described as follows:

COMMENCING at the intersection of the southwesterly sideline of "Parcel 4020-127A", as shown by Record of Survey filed on March 08, 1961 in Book 33 of Records of Survey at Pages 48 to 62 inclusive, in the office of the County Recorder of said Riverside County, with the northwesterly line of said Lot 24 of Hewitt's Plat;

THENCE South 44°06'31" East along said southwesterly sideline of "Parcel 4020-127A", a distance of 1724.81 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 44°06'31" East along the southwesterly line of said Parcel 4020-127A and the southwesterly lines of Parcels 4020-127B, 4020-128, 4020-129, and 4020-130 of said Record of Survey, a distance of 796.06 feet to the beginning of a non-tangent curve, concave northeasterly and having a radius of 3070.00 feet, to which a radial line bears South 45°53'48" West;

THENCE continuing along the southwesterly line of said Parcel 4020-130, through a central angle of 02°01'25", an arc distance of 108.43 feet, a radial line to said end point bears North 43°52'23" East;

THENCE leaving said sideline and non-tangent to last said curve, South 43°38'33" West, a distance of 138.06 feet to a line parallel with and distant northeasterly 71.00 feet, measured at right angles from the northeasterly boundary of Lot "G" of Tract 31794, as shown by map thereof filed on March 24, 2005 in Book 377 of Maps at Pages 29 to 33 inclusive, in the office of the County Recorder of said Riverside County;

THENCE along said parallel line, North 46°21'27" West, a distance of 903.83 feet;

THENCE leaving said parallel line, North 43°38'33" East, a distance of 171.64 feet to the TRUE POINT OF BEGINNING.

The above-described parcel contains approximately 3.19 acres.

APN: 547-130-071, 551-020-007 and 027, 551-030-019

W.O. 12865
E.M.W.D. Exhibit "A"
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Frederick A. Elliott
Frederick A. Elliott, P.L.S. 4741

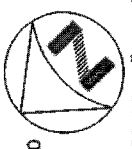
Date: MARCH 5, 2012

Expiration Date: 09/30/2013

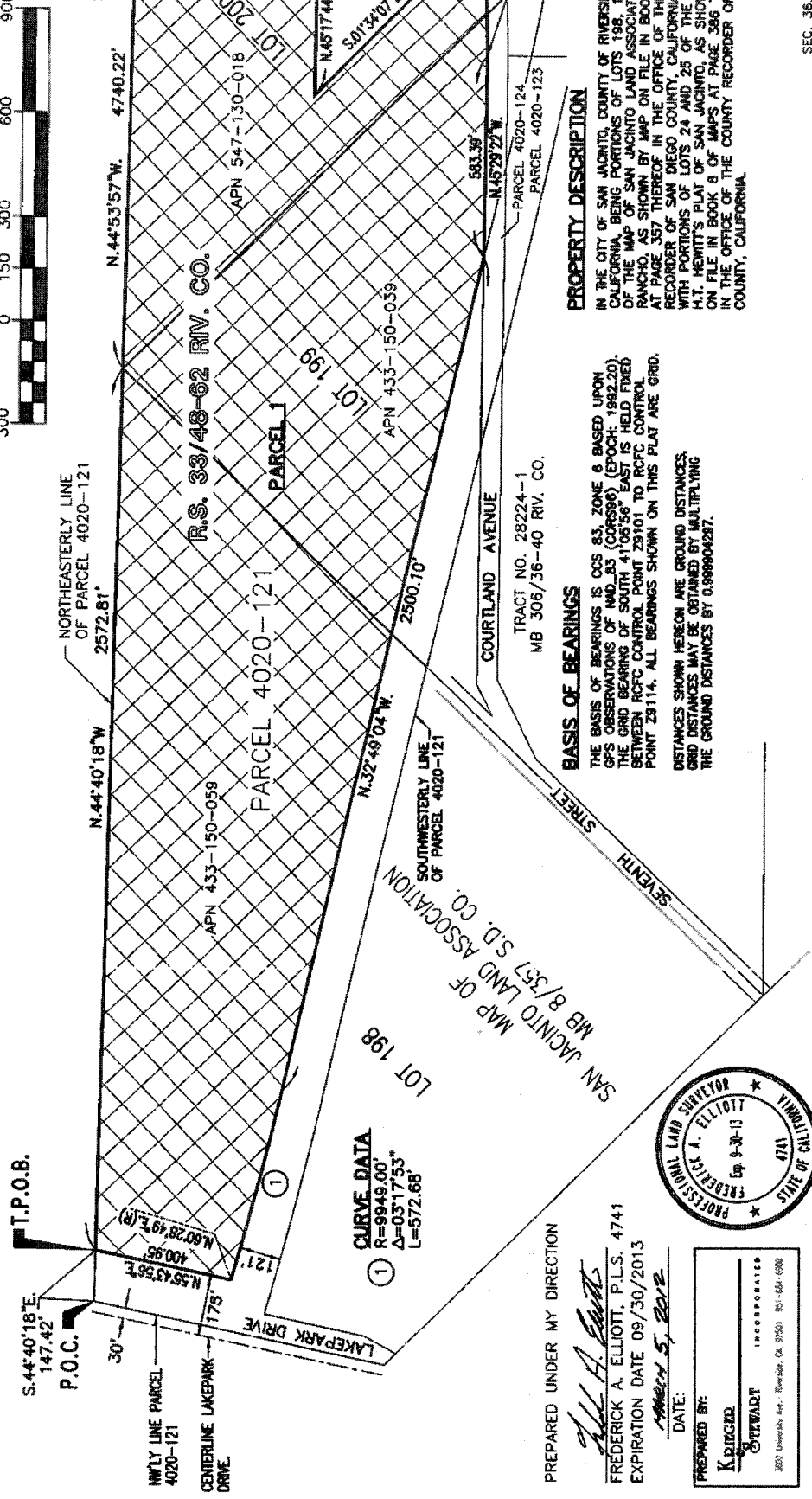


MWE/lgm
LEGAL/491-70P3-S
(2/24/2012)

EXHIBIT "B"



SCALE: 1"=300'



SEE SHEET 2 OF 3

PROPERTY DESCRIPTION

IN THE CITY OF SAN JACINTO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 198, 199 AND 200 OF THE MAP OF SAN JACINTO LAND ASSOCIATION SAN JACINTO RANCHO AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS AT PAGE 357 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH PORTIONS OF LOTS 24 AND 25 OF THE MAP OF H.T. HEWITT'S PLAT OF SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 9 OF MAPS AT PAGE 386 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA.

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS OCS 83, ZONE 6 BASED UPON GPS OBSERVATIONS OF NAD 83 (CORR96) (EPOCH: 1992.20). THE GRID BEARING OF SOUTH 41°05'56" EAST IS HELD FIXED BETWEEN RCFC CONTROL POINT Z3101 TO RCFC CONTROL POINT Z3114. ALL BEARINGS SHOWN ON THIS PLAN ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.999904287.

SEC. 36, T.4S., R.1W., S.B.M.
 SEC. 31, T.4S., R.1E., S.B.M.
 SEC. 6, T.5S., R.1E., S.B.M.

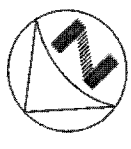
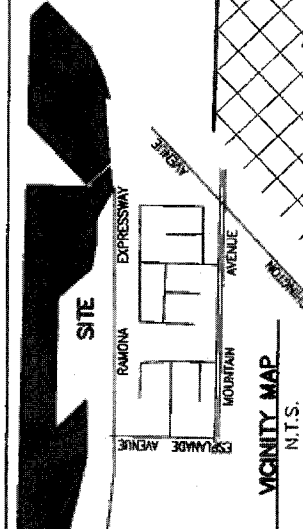
EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	
EXHIBIT "B" PLAT PROPERTY OF:	
EASTERN MUNICIPAL WATER DISTRICT	
W.O.	12865
C.O.	
COORD.	
SHT. 1 OF 3	
DATE	03/15/2012
APPROVED	<i>[Signature]</i>
FILED	RB-5480

NO.	DATE	INITIAL	DESCRIPTION	REVISIONS	SCALE	1"=300'	DATE
					DESIGNED	KRIEGER & STEWART	
					DRAWN	MWE	02/24/12
					TRACED		
					CHECKED	FAE	
					RECORDING DATA		
					INST. NO.		
					RIGHT OF WAY		
					DATE		

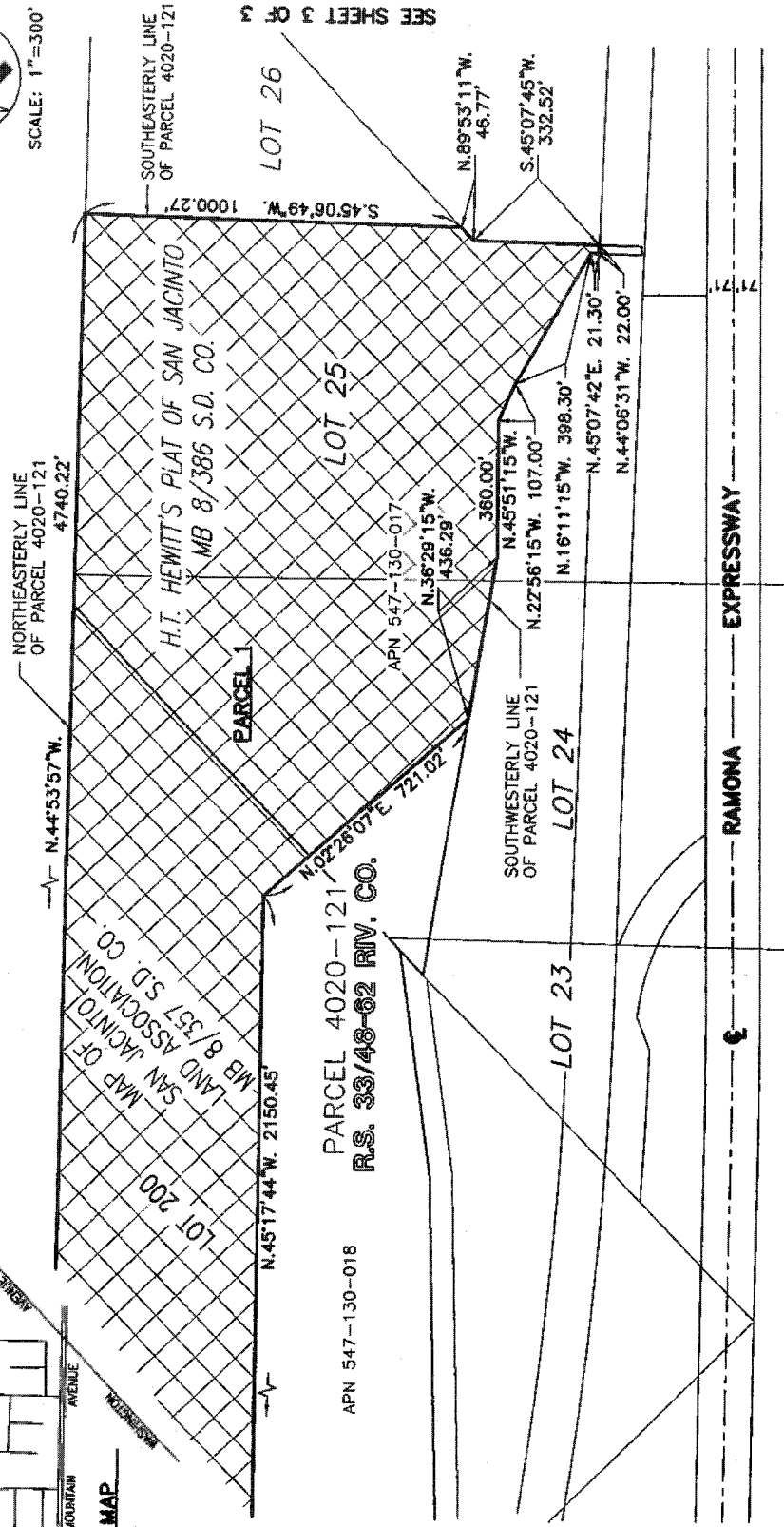


PREPARED UNDER MY DIRECTION
 FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013
 DATE: *March 5, 2012*
 PREPARED BY:
 K. RIEGER & STEWART, INCORPORATED
 302 University Ave., Riverside, CA 92501 951-641-0980

EXHIBIT "B"



SCALE: 1"=300'



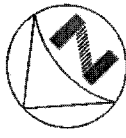
SEE SHEET 1 OF 3

SEE SHEET 3 OF 3

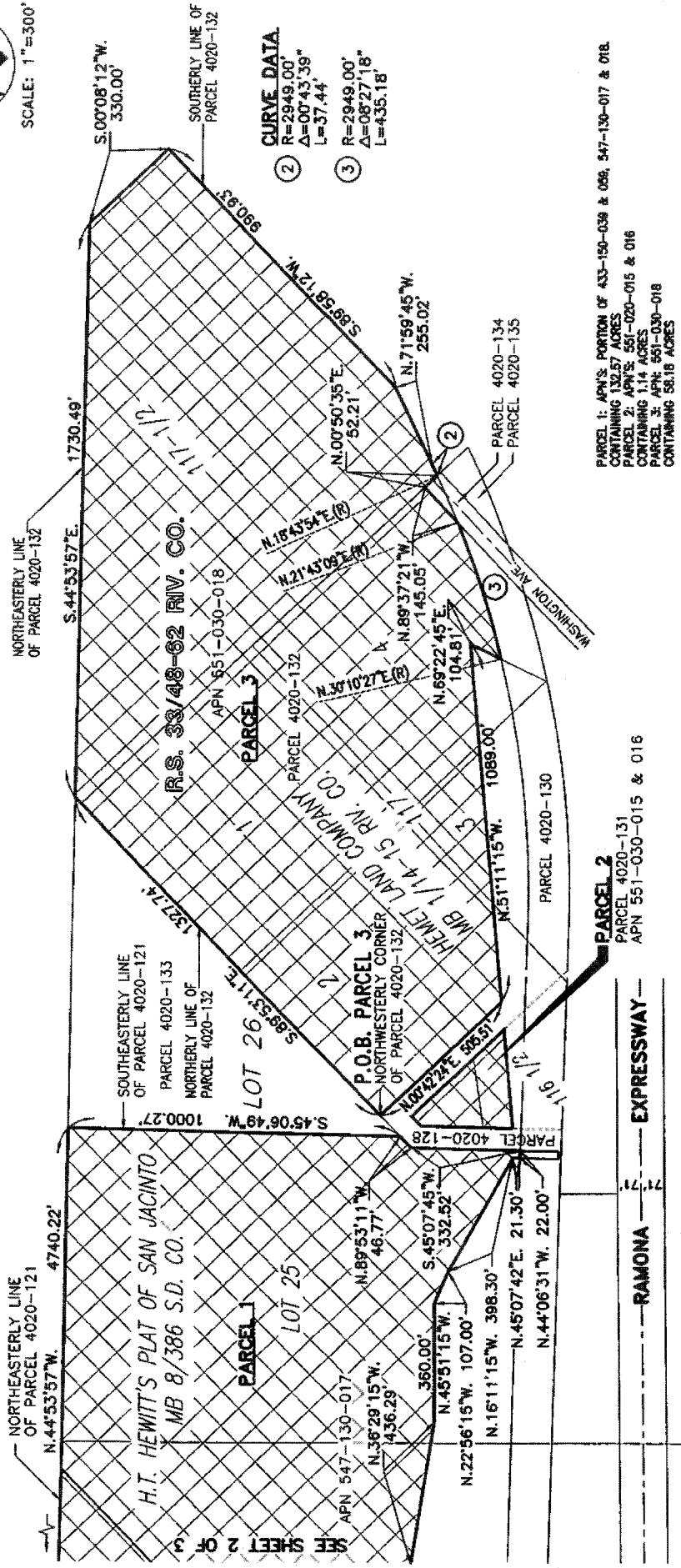
FILE ID-		REVISONS		REFERENCES		SCALE		1"=300'		DATE	
NO.	DATE	INITIAL	DESCRIPTION	APP'VD	MB 8/357 S.D. CO.	DESIGNED	KREGER & STEWART	DATE	82/24/12	EASTERN MUNICIPAL WATER DISTRICT	
					MB 8/386 S.D. CO.	DRAWN	MWE			RIVERSIDE COUNTY, CALIFORNIA	
					R.S. 33/48-62 RIV. CO.	TRACED				EXHIBIT "B" PLAT	
						CHECKED	FAE			PROPERTY OF:	
							RECORDING DATA			EASTERN MUNICIPAL WATER DISTRICT	
							APPROVALS			COORD.	
							ENGINEERING			W.D. 12865	
							RIGHT OF WAY			C.O.	
							DATE			COORD.	
										SHT. 2 OF 3	
										RB-5481	

SEC. 16, T.4S., R.1W., S.B.M.
SEC. 31, T.4S., R.1E., S.B.M.
SEC. 9, T.5S., R.1E., S.B.M.

EXHIBIT "B"



SCALE: 1"=300'

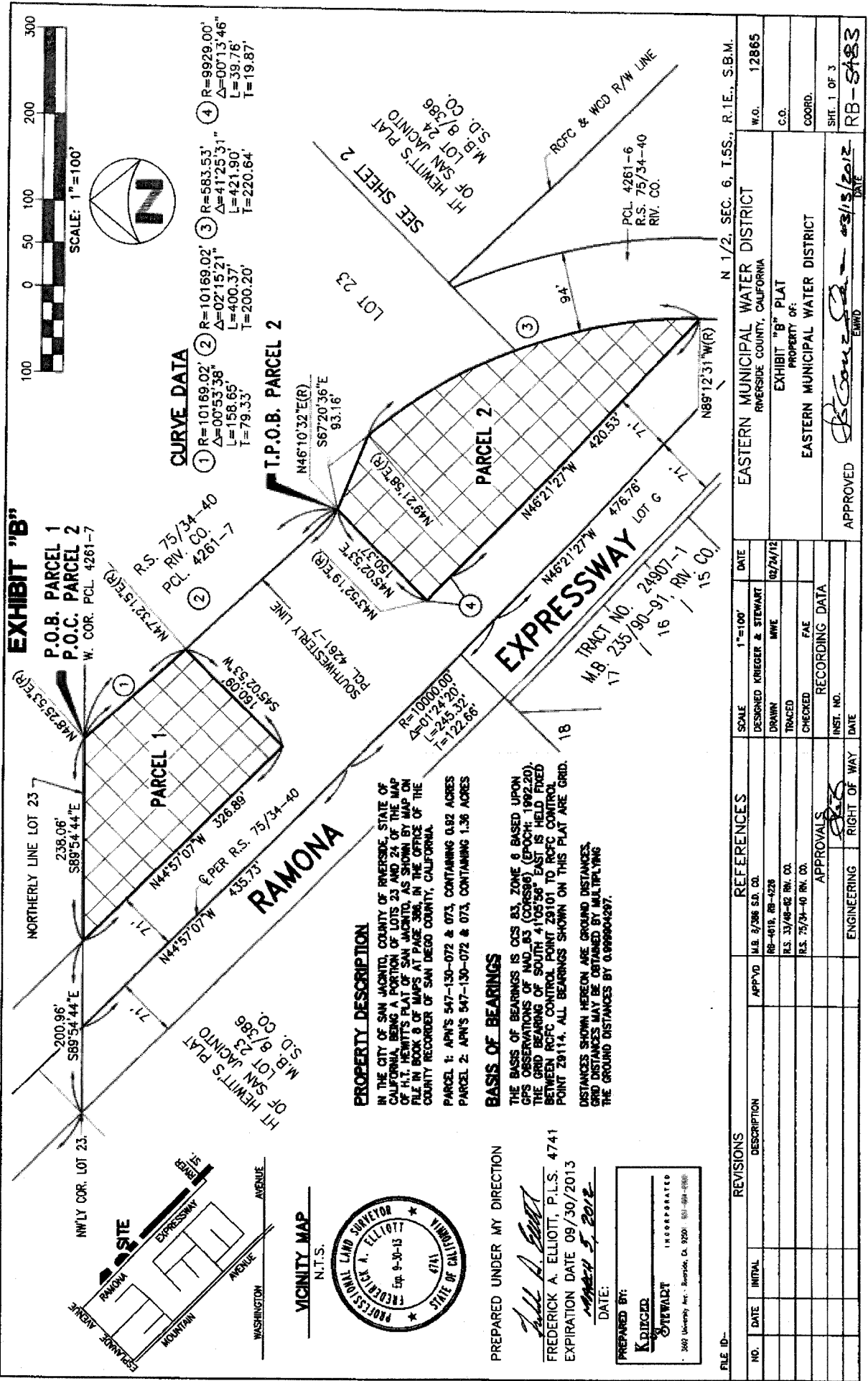


CURVE DATA
 ② R=2949.00'
 Δ=07°43'39"
 L=37.44'
 ③ R=2949.00'
 Δ=08°27'18"
 L=435.18'

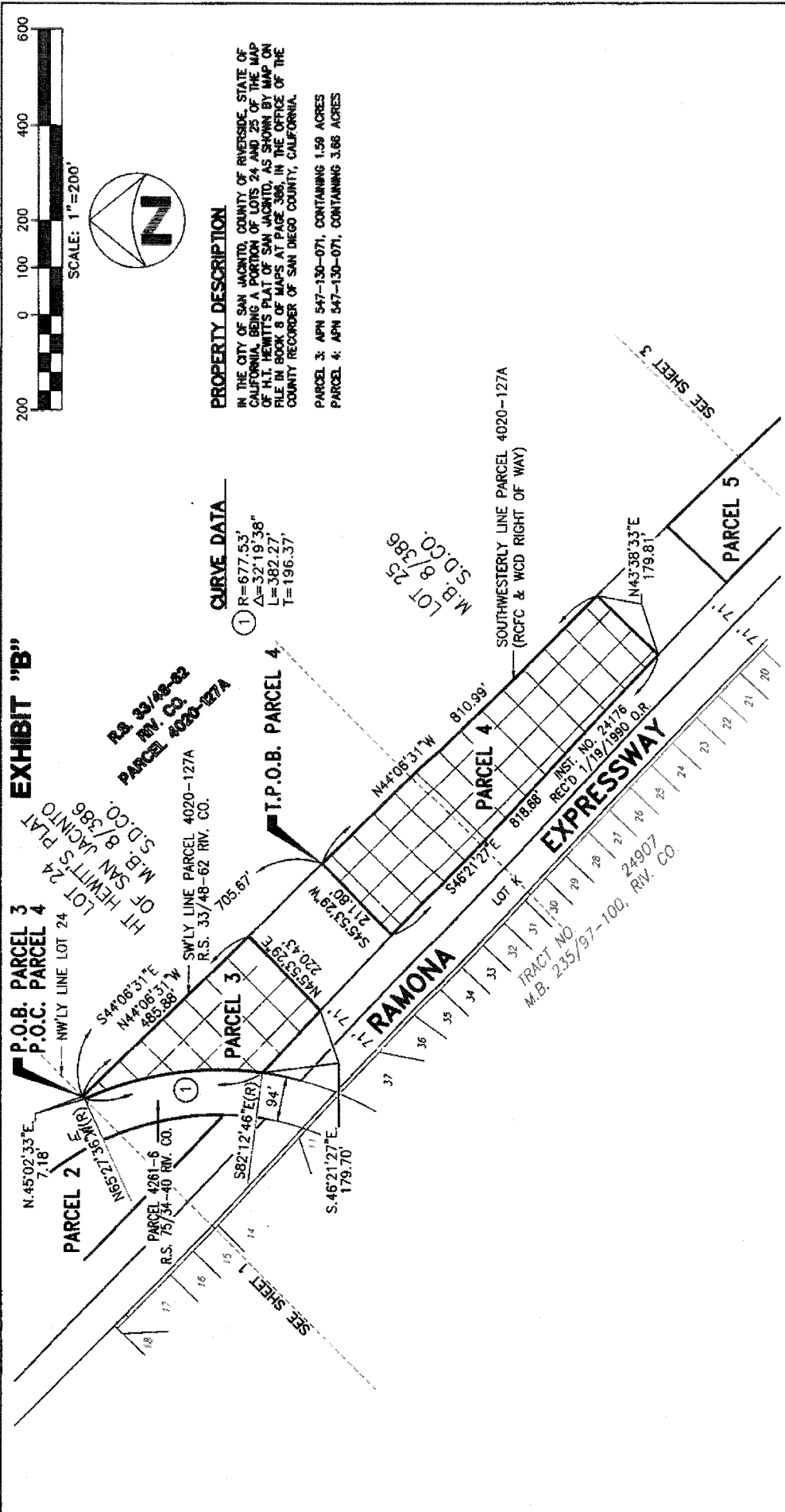
PARCEL 1: APN'S PORTION OF 433-150-038 & 059, 547-130-017 & 018.
 CONTAINING 132.57 ACRES
 PARCEL 2: APN'S: 551-020-015 & 016
 CONTAINING 1.14 ACRES
 PARCEL 3: APN: 551-030-018
 CONTAINING 58.18 ACRES

SEC. 36 T.4S., R.1W., S.B.M.
 SEC. 31 T.4S., R.1E., S.B.M.
 SEC. 6 T.5S., R.1E., S.B.M.

NO.		DATE	INITIAL	DESCRIPTION	REVISIONS	SCALE	1"=300'	DATE
				APP'D M.B. 8/207 S.D. CO.	REFERENCES	DESIGNED	KRIEGER & STEWART	02/24/13
				M.B. 8/208 S.D. CO.		DRAWN		
				R.S. 33/48-62 RIV. CO.		TRACED		
				R.S. 33/48-62 RIV. CO.	APPROVALS	CHECKED	FAE	
					RECORDING DATA			
					ENGINEERING			
					RIGHT OF WAY			
					INST. NO.			
					DATE			
EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA EXHIBIT "B" PLAT PROPERTY OF: EASTERN MUNICIPAL WATER DISTRICT								
APPROVED							W.D.	12865
							C.O.	
							COORD.	
							SHT. 3 OF 3	RB-548Z
							DATE	03/15/2012



SCALE: 1"=100'		N 1/2, SEC. 6, T.5S., R.1E., S.B.M.	
EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA		W.O. 12865	
EXHIBIT "B" PLAT PROPERTY OF: EASTERN MUNICIPAL WATER DISTRICT		C.O.	
APPROVED <i>[Signature]</i> E.M.W.D.		COORD.	
DATE: 03/15/2012		SHT. 1 OF 3	
DATE		RB-5483	
NO.	DATE	INITIAL	DESCRIPTION
DESIGNED	1"=100'	SCALE	DATE
DRAWN	DESIGNED KRIEGER & STEWART	DATE	DATE
TRACED	M.W.E.	DATE	DATE
CHECKED	F.A.E.	DATE	DATE
RECORDING DATA	RECORDING DATA	DATE	DATE
APPROVALS	APPROVALS	DATE	DATE
ENGINEERING	ENGINEERING	DATE	DATE
RIGHT OF WAY	RIGHT OF WAY	DATE	DATE



PROPERTY DESCRIPTION

IN THE CITY OF SAN JACINTO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 24 AND 25 OF THE MAP OF H.T. HEWITT'S PLAT OF SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS AT PAGE 386, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA.

PARCEL 3: APN 547-130-071, CONTAINING 1.59 ACRES
 PARCEL 4: APN 547-130-071, CONTAINING 3.66 ACRES

CURVE DATA

- ① R=677.53'
 Δ=32°19'38"
 L=382.27'
 T=196.37'

NO.	DATE	INITIAL	REVISIONS	DESCRIPTION	SCALE	1"=200'	DATE
			APPROV	M.B. 8/386 S.D. CO.	DESIGNED	KRIEGER & STEWART	02/24/12
				R.S. 13/48-62 RV. CO.	DRAWN	MVE	
				R.S. 75/34-40 RV. CO.	TRACED		
				RB-4819, 08-4228	CHECKED	FAE	
					RECORDING DATA		
			APPROVALS		INST. NO.		
			ENGINEERING		RIGHT OF WAY		

FILE ID: _____

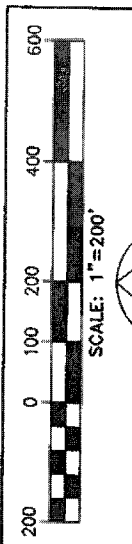
SEC. 6, T.5S., R.1E., S.8M.

EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA

EXHIBIT "B" PLAT
 PROPERTY OF:
 EASTERN MUNICIPAL WATER DISTRICT

APPROVED: *R. Gonzalez* 08/13/2012
 DATE: _____

W.D. 12865
 C.O.
 COORD.
 SHT. 2 OF 3
 RB-5484



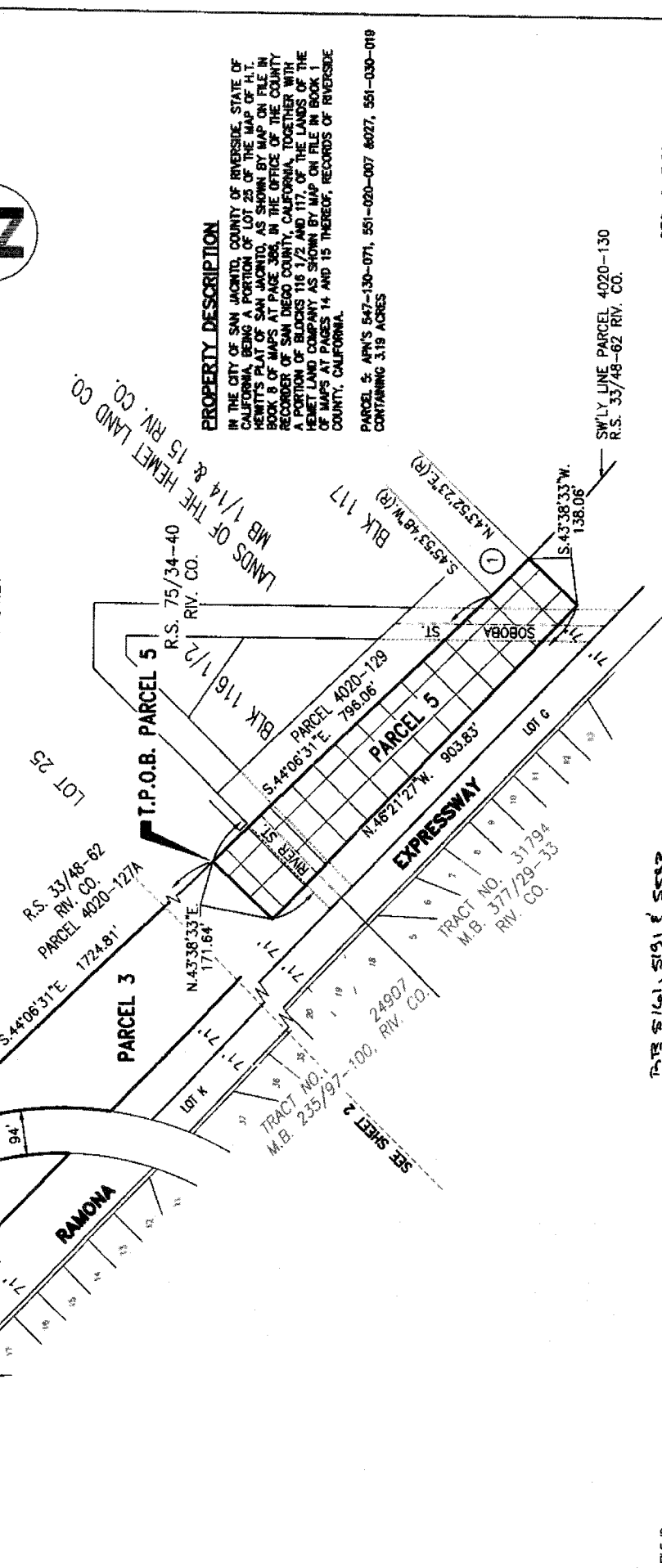
CURVE DATA
 ① R=3070.00'
 Δ=02°01'25"
 L=108.43'
 T=54.21'

EXHIBIT "B"
 P.O.C. PARCEL 5
 NWLY LINE LOT 24
 SWLY LINE PARCEL 4020-127A
 S.4°06'31"E. 1724.81'
 R.S. 33/48-62
 RIV. CO.
 PARCEL 4020-127A
 M.B. 9/386
 S.D.CO.

T.P.O.B. PARCEL 5
 R.S. 75/34-40
 RIV. CO.
 MB 1/14 & 15 RIV. CO.
 LANDS OF THE HEMET LAND CO.

PROPERTY DESCRIPTION
 IN THE CITY OF SAN JACINTO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 25 OF THE MAP OF H.T. HEWITT'S PLAT OF SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS AT PAGE 366, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF BLOCKS 116 1/2 AND 117, OF THE LANDS OF THE HEMET LAND COMPANY AS SHOWN BY MAP ON FILE IN BOOK 1 OF MAPS AT PAGES 14 AND 15 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5: APNS 547-130-071, 551-020-007 6027, 551-030-019
 CONTAINING 3.19 ACRES



FILE ID: 125 510, 5191 5533

REVISONS		REFERENCES		SCALE		DATE	
NO.	DATE	INITIAL	DESCRIPTION	APP'D	DESIGNED	1"=200'	DATE
					KREGER & STEWART		
					DRAWN		02/24/12
					TRACED		
					CHECKED		
					FAE		
					RECORDING DATA		
					APPROVALS		
					INST. NO.		
					DATE		
					ENGINEERING		
					RIGHT OF WAY		
					DATE		
		EASTERN MUNICIPAL WATER DISTRICT		RIVERSIDE COUNTY, CALIFORNIA		W.D. 12865	
		EXHIBIT "B" PLAT		PROPERTY OF:		C.O.	
		EASTERN MUNICIPAL WATER DISTRICT		COORD.		SHT. 3 OF 3	
		APPROVED		DATE		RB-5485	

SEC. 6, T.5S., R.1E., S.B.M.

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 2A

W.O. 12865
APNs: 549-020-015, 016, 551-070-009
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In an unincorporated territory of the County of Riverside, State of California, BEING A PORTION OF Tract X of the Partition of the Rancho San Jacinto Viejo, as described in Final Decree of the Superior Court of San Diego County, California, dated November 22, 1882 and as shown by map of said partition made under said decree, recorded December 8, 1882 in Book 43 at Page 161 of Deeds in the Official Records of said San Diego County, TOGETHER WITH THOSE PORTIONS OF the North half of Lots 8 and 9 of the Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307, in the office of the County Recorder of said San Diego County, included within the following described parcel:

BEGINNING at the northeast corner of said Tract X;

THENCE along the north line of said Tract X, South 89°37'50" West, a distance of 1,320.00 feet;

THENCE leaving said north line, South 00°11'06" East, a distance of 318.37 feet;

THENCE South 44°51'15" East, a distance of 159.27 feet;

THENCE parallel with said north line, North 89°37'50" East, a distance of 475.64 feet;

THENCE leaving said parallel line, North 18°22'32" West, a distance of 152.00 feet;

THENCE North 14°30'00" East, a distance of 341.89 feet to a line parallel with and distant 20.00 feet southerly from said north line of Tract X;

THENCE along said parallel line, North 89°37'50" East, a distance of 712.43 feet;

THENCE leaving said parallel line, South 03°56'02" West, a distance of 108.06 feet;

THENCE South 79°36'34" East, a distance of 135.23 feet;

THENCE South 21°18'34" East, a distance of 132.66 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 549-020-015, 016, 551-070-009
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE South 15°54'53" West, a distance of 228.98 feet to the south line of the north half of said Lot 9;

THENCE along the south lines of the north halves of said Lots 8 and 9, North 89°39'37" East, a distance of 930.38 feet to the centerline of Chicago Avenue, as shown by said Map of the Fairview Tract;

THENCE North 00°09'20" West, along said centerline of Chicago Avenue, a distance of 497.18 feet to the north line of said Fairview Tract;

THENCE along said north line South 89°37'50" West, a distance of 1,059.38 feet to the POINT OF BEGINNING.

Contains 17.47 acres more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Frederick A. Elliott, P.L.S. 4741

Date: MARCH 5, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-M (2/24/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 2B

W.O. 12865
APNs: 549-030-038
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In an unincorporated territory of the County of Riverside, State of California, lying in Section 4 and Section 5, Township 5 South, Range 1 East, San Bernardino Meridian, more particularly described as follows:

Lots 1, 2, 3, 4, 5, and 6 of Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, in the Office of the County Recorder of San Diego County, California.

Together with that portion of Cedar Avenue adjacent to said Lots 3, 4, 5, and 6 as vacated by Resolution of the Riverside County Board of Supervisors, a certified copy of which was recorded October 13, 1943 in Book 602, Page 105, Official Records of Riverside County, California.

Also together with the west 5.00 feet of Bethlam Avenue (formerly Fairview Avenue) adjacent to said Lot 3 and the east 5.00 feet of said Bethlam Avenue (formerly Fairview Avenue) adjacent to said Lot 2 as vacated by Resolution of the Riverside County Board of Supervisors, a certified copy of which was recorded October 10, 1956 in Book 1984, Page 127, Official Records of Riverside County, California.

Excepting from said Lot 6 that certain parcel of land subject to a Grant of Easement to the County of Riverside by deed recorded July 13, 2001 as Instrument Number 2001-324691, Official Records of Riverside County, California.

Also excepting from said Lot 3 that certain parcel of land subject to a Declaration of Dedication to said County of Riverside by deed recorded August 16, 2001 as Instrument Number 2001-393112, Official Records of Riverside County, California.

Also excepting from said Lot 1 that certain parcel of land more particularly described as follows:

COMMENCING at the southeast corner of said Lot 1, said corner being on the north right-of-way line of Cedar Avenue (30 foot half width);

THENCE along the northeast line of said Lot 1 and said Fairview Tract, North 50°45'00" West, a distance of 227.20 feet to Point "A" and the TRUE POINT OF BEGINNING;

W.O. 12865
APNs: 549-030-038
Grantor: Eastern Municipal Water District

THENCE departing said northeast line, North 90°00'00" West, a distance of 75.00 feet;

THENCE South 00°00'00" West, a distance of 75.00 feet;

THENCE North 90°00'00" East, a distance of 75.00 feet;

THENCE North 00°00'00" East, a distance of 75.00 feet to the TRUE POINT OF BEGINNING.

Also excepting from said Lot 2 and said vacated east 5.00 feet of Bethlam Avenue that certain parcel of land more particularly described as follows:

COMMENCING at the intersection of the north right-of-way line of said Cedar Avenue (30 foot half width) with the east right-of-way line of said Bethlam Avenue (45 foot half width);

THENCE along said east right-of-way line, North 00°00'00" East, a distance of 61.40 feet to Point "B" and the TRUE POINT OF BEGINNING;

THENCE continuing along said east right-of-way line, North 00°00'00" East, a distance of 150.00 feet;

THENCE departing said east right-of-way line, North 90°00'00" East, a distance of 150.00 feet;

THENCE South 00°00'00" East, a distance of 150.00 feet;

THENCE North 90°00'00" West, a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

Contains 58.89 acres more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Frederick A. Elliott, P.L.S. 4741

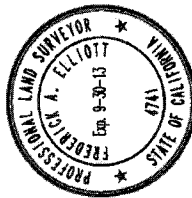
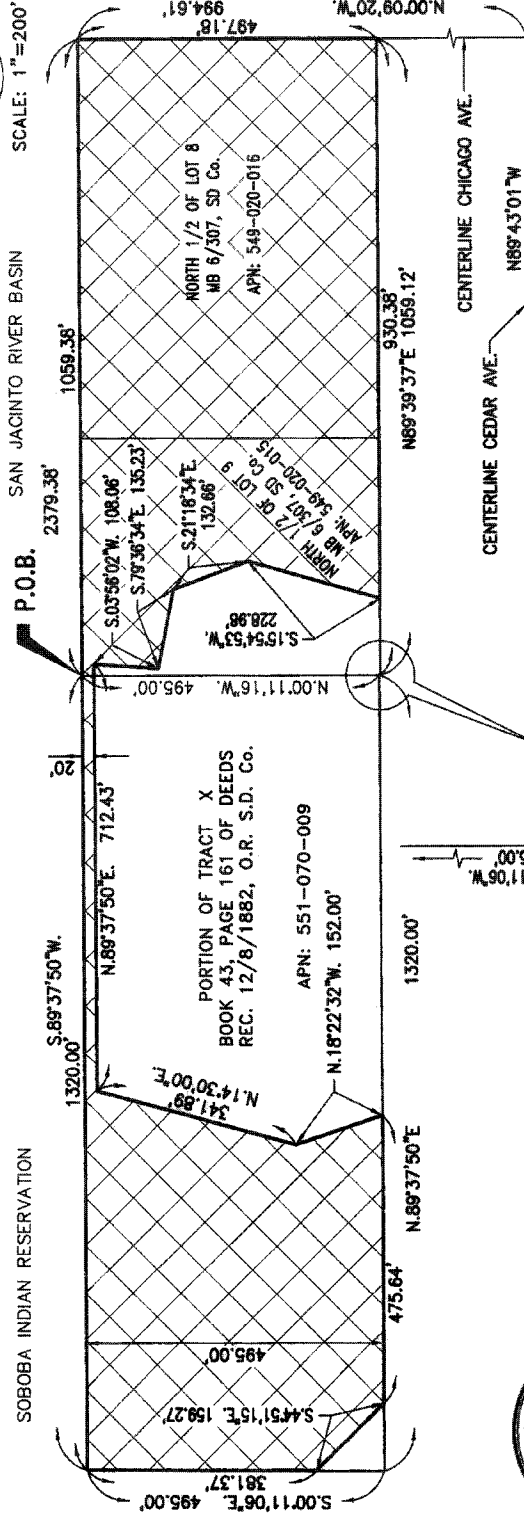
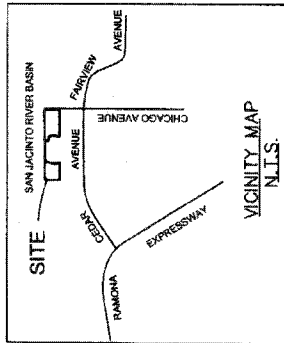
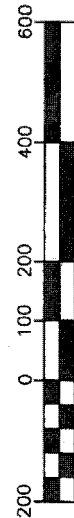
Date: MARCH 13 2012

Expiration Date: 09/30/2013

MWE/lgm
LEGAL/491-40P33-U (3/13/2012)



EXHIBIT "B"



PREPARED UNDER MY DIRECTION
Frederick A. Elliott
 FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013
 DATE: MARCH 5, 2012

PREPARED BY:
KRINGER & OUTWADT INCORPORATED
 3602 University Ave. - Riverside, CA 92501 951-881-6800

BASIS OF BEARINGS
 THE CENTERLINE OF CEDAR AVENUE
 BEING NORTH 89°43'01" WEST PER R/S 33/48-62.

PROPERTY DESCRIPTION
 IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT X OF THE PARTITION OF RANCHO SAN JACINTO VIEJO, AS SHOWN BY MAP FILED IN BOOK 43 AT PAGE 161 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA AND PORTIONS OF LOTS 8 & 9 OF THE FAIRVIEW TRACT, FILED IN BOOK 6 OF MAPS AT PAGE 307, OF SAND SAN DIEGO COUNTY RECORDS.

APN 551-070-009, 548-020-015, 551-020-016
 CONTAINING 17.47 ACRES

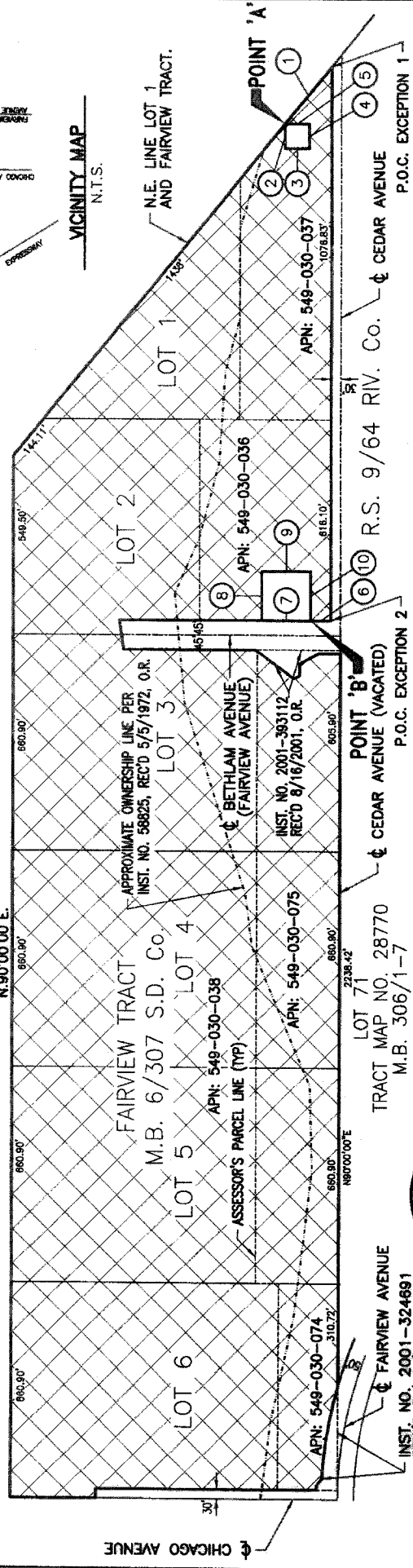
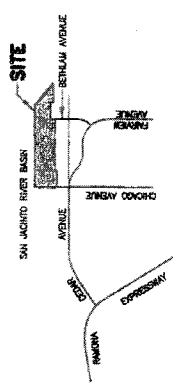
FILE ID- PAR-S420 & S593		SCALE 1"=200'		DATE 03/02/12	
DESIGNED KRIGER & STEWART		DRAWN AWE		W.O. 12865	
TRACED		CHECKED FAE		C.O.	
RECORDING DATA		INST. NO.		COORD.	
APPROVALS		RIGHT OF WAY		SHT. 1 OF 1	
ENGINEERING		DATE		RB-S199	
APPROVED <i>Frederick A. Elliott</i>		APPROVED <i>Frederick A. Elliott</i>		DATE 03/13/2012	
EASTERN MUNICIPAL WATER DISTRICT		RIVERSIDE COUNTY, CALIFORNIA		EXHIBIT "B" PLAT	
PROPERTY OF:		EASTERN MUNICIPAL WATER DISTRICT		EMWD	
SW1/4, SEC. 5, T.5S., R.1E., S.B.M.					

EXHIBIT "B"



SOBOBA INDIAN RESERVATION

SAN JACINTO RIVER BASIN
N.90°00'00"E



LINE DATA

- ① N.50°45'00"W., 227.20'
- ② N.90°00'00"W., 75.00'
- ③ S.00°00'00"W., 75.00'
- ④ N.90°00'00"E., 75.00'
- ⑤ N.00°00'00"E., 75.00'
- ⑥ N.00°00'00"E., 61.40'
- ⑦ N.00°00'00"E., 150.00'
- ⑧ N.90°00'00"E., 150.00'
- ⑨ S.00°00'00"E., 150.00'
- ⑩ N.90°00'00"W., 150.00'



PREPARED UNDER MY DIRECTION
Frederick A. Elliott
FREDERICK A. ELLIOTT, P.L.S., 4741
EXPIRATION DATE 09/30/2013
DATE: MARCH 13 2012

PREPARED BY:
KRIEGER & STEWART INCORPORATED
3007 University Ave., Riverside, CA 92501 951-884-8900

PROPERTY DESCRIPTION
IN AN UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 1, 2, 3, 4, 5, AND 6 OF THE FAIRVIEW TRACT, FILED IN BOOK 6 OF MAPS AT PAGE 307, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

APN 548-030-038 58.89 ACRES
CONTAINING 58.89 ACRES TOTAL

BASIS OF BEARINGS
THE CENTERLINE OF CEDAR AVENUE (VACATED) BEING NORTH 90°00'00" EAST PER R/S 9 /84.



SCALE: 1"=500'

NO.	DATE	INITIAL	REVISIONS DESCRIPTION	APP'VD	REFERENCES	SCALE	1"=500'	DATE
					M.B. 9/307 S.D. CO.	DESIGNED	KRIEGER & STEWART	
					M.B. 306/1-7 RIV. CO.	DRAWN	MWE	05/13/12
					R.S. 9/64 RIV. CO.	TRACED		
					RB-5193	CHECKED	FAE	
						RECORDING DATA		
						INST. NO.		
						ENGINEERING		
						RIGHT OF WAY		
						APPROVED		
						DATE		
						W.O.	12865	
						C.O.		
						COORD.		
						SHT. 1 OF 1		
						RB-5200		

SE1/4, SEC. 5, SW1/4 SEC. 4 T.5S., R.1E., S.B.M.
EASTERN MUNICIPAL WATER DISTRICT
RIVERSIDE COUNTY, CALIFORNIA
EXHIBIT "B" PLAT
PROPERTY OF:
EASTERN MUNICIPAL WATER DISTRICT
APPROVED *[Signature]* 03/14/2012
DATE

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 3A

W.O. 12865
APNs: 548-020-009, 548-030-002
548-060-006, and 549-030-046 and 047
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In the unincorporated territory of the County of Riverside, State of California, being portions of Lots 19, 20, 21, 22, 23, 46, 47, 48, and 49 of the Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, Records of San Diego County, California, more particularly described as follows:

BEGINNING at the most easterly corner of Lot 45 in Tract No. 20885, as shown by map on file in Book 230 of Maps at Pages 22 through 25, inclusive thereof, Records of Riverside County, California, being a point on the northeast line of said Fairview Tract;

THENCE along said northeast line of Fairview Tract, South 50°39'05" East, a distance of 5,262.62 feet to a point on the northeast line of said Lot 49, said point lying North 50°39'05" West, a distance of 70.66 feet from the southeast corner of said Lot 49;

THENCE departing said northeast line, South 50°07'24" West, a distance of 19.49 feet;

THENCE North 61°50'33" West, a distance of 21.39 feet;

THENCE North 51°05'49" West, a distance of 34.37 feet;

THENCE North 44°20'24" West, a distance of 158.19 feet;

THENCE North 53°56'16" West, a distance of 65.06 feet;

THENCE North 58°48'27" West, a distance of 76.52 feet;

THENCE North 55°17'43" West, a distance of 75.09 feet;

THENCE North 56°48'23" West, a distance of 255.48 feet;

THENCE North 59°03'33" West, a distance of 93.40 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 548-020-009, 548-030-002
548-060-006, and 549-030-046 and 047
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE North 71°28'33" West, a distance of 74.10 feet;
THENCE North 80°28'19" West, a distance of 18.45 feet;
THENCE North 62°32'57" West, a distance of 56.01 feet;
THENCE North 72°22'29" West, a distance of 79.91 feet;
THENCE North 84°19'51" West, a distance of 68.06 feet;
THENCE North 27°29'02" West, a distance of 103.20 feet;
THENCE North 35°41'40" West, a distance of 78.40 feet;
THENCE North 50°37'26" West, a distance of 108.13 feet;
THENCE North 53°37'18" West, a distance of 121.90 feet;
THENCE North 60°11'50" West, a distance of 102.44 feet;
THENCE North 64°32'44" West, a distance of 115.65 feet;
THENCE North 66°49'24" West, a distance of 76.62 feet;
THENCE North 56°29'14" West, a distance of 65.23 feet;
THENCE North 73°14'59" West, a distance of 123.65 feet;
THENCE North 88°06'07" West, a distance of 95.17 feet;
THENCE North 59°04'21" West, a distance of 610.54 feet;
THENCE North 55°51'32" West, a distance of 116.95 feet;
THENCE North 49°14'18" West, a distance of 2,094.03 feet;
THENCE North 56°36'22" West, a distance of 49.12 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 548-020-009, 548-030-002
548-060-006, and 549-030-046 and 047
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE North 87°42'13" West, a distance of 67.50 feet to a point on the easterly line of said Tract No. 20885;

THENCE along said easterly line, North 28°36'42" West, a distance of 137.93 feet to an angle point therein;

THENCE continuing along said easterly line, North 07°40'53" West, a distance of 193.20 feet to an angle point therein;

THENCE continuing along said easterly line, North 17°44'28" East, a distance of 232.91 feet to the POINT OF BEGINNING.

Contains 32.18 acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Frederick A. Elliott, P.L.S. 4741

Date: MARCH 09, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-O
(2/28/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 3B

W.O. 12865
APNs: 548-060-006, 548-140-017
548-150-012, and 548-131-005
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In the unincorporated territory of the County of Riverside, State of California, being portions of Lots 47, 48, 49, 54, 55, and 56 of the Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, Records of San Diego County, California, being more particularly described as follows:

COMMENCING at the southeast corner of said Lot 49, said corner being on the northeast line of said Fairview Tract;

THENCE along the south line of said Lot 49, North 89°54'05" West, a distance of 430.55 feet to the TRUE POINT OF BEGINNING;

THENCE departing said south line, South 56°34'00" East, a distance of 88.43 feet;

THENCE South 38°58'11" East, a distance of 203.05 feet;

THENCE South 67°05'45" East, a distance of 84.14 feet;

THENCE South 77°42'04" East, a distance of 45.65 feet;

THENCE South 77°23'25" West, a distance of 249.16 feet;

THENCE North 85°00'08" West, a distance of 75.09 feet;

THENCE North 76°15'49" West, a distance of 379.98 feet;

THENCE North 74°23'33" West, a distance of 451.71 feet;

THENCE North 65°32'42" West, a distance of 103.78 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 548-060-006, 548-140-017
548-150-012, and 548-131-005
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE North 54°01'40" West, a distance of 74.63 feet to the south line of said Lot 47, distant thereon North 89°54'05" West, 1,383.92 feet from said southeast corner of Lot 49;

THENCE North 48°31'24" West, a distance of 66.02 feet;

THENCE North 31°37'46" West, a distance of 52.24 feet;

THENCE North 71°38'12" East, a distance of 80.44 feet;

THENCE North 79°32'07" East, a distance of 57.88 feet;

THENCE South 89°48'27" East, a distance of 44.55 feet;

THENCE North 82°38'55" East, a distance of 65.61 feet;

THENCE North 72°28'15" East, a distance of 68.23 feet;

THENCE North 39°59'57" East, a distance of 56.52 feet;

THENCE North 46°50'19" East, a distance of 103.43 feet;

THENCE North 25°19'09" East, a distance of 61.22 feet;

THENCE South 83°28'48" East, a distance of 45.28 feet;

THENCE South 72°19'18" East, a distance of 58.48 feet;

THENCE South 67°49'20" East, a distance of 75.24 feet;

THENCE South 60°32'14" East, a distance of 67.82 feet;

THENCE South 53°29'08" East, a distance of 168.54 feet;

THENCE South 57°39'38" East, a distance of 259.73 feet to the south line of said Lot 49 and the TRUE POINT OF BEGINNING.

Contains 8.76 acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 548-060-006, 548-140-017
548-150-012, and 548-131-005
Grantor: Eastern Municipal Water District,
a public agency of the State of California

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Frederick A. Elliott
Frederick A. Elliott, P.L.S. 4741

Date: MARCH 09, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-P
(2/28/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 3C

W.O. 12865
APNs: 548-150-012, 548-170-011
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In the unincorporated territory of the County of Riverside, State of California, being portions of Lots 52, 53, and 54 of the Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, Records of San Diego County, California, being all of Lot "52-A" and those portions of Lots "53-A" and "54-A" of Record of Survey on file in Book 9 of Records of Survey at Page 64 thereof, Records of Riverside County, California, being more particularly described as follows:

BEGINNING at the northeast corner of said Lot "52-A", said corner being on the northeast line of said Fairview Tract;

THENCE along the east line of said Lot "52-A", South 00°05'49" West, a distance of 866.50 feet to the southeast corner thereof;

THENCE along the southerly line of said Lot "52-A", North 31°53'23" West, a distance of 283.97 feet;

THENCE continuing along said southerly line, North 58°46'11" West, a distance of 199.00 feet;

THENCE continuing along said southerly line, North 50°40'40" West, a distance of 437.19 feet to the southwest corner of said Lot "52-A", said corner also being the southeast corner of said Lot "53-A";

THENCE along the southerly line of said Lot "53-A", North 50°09'11" West, a distance of 279.54 feet;

THENCE continuing along said southerly line, North 51°50'11" West, a distance of 301.64 feet;

THENCE continuing along said southerly line, North 76°58'11" West, a distance of 212.46 feet to the southwest corner of said Lot "53-A";

THENCE along the west line of said Lot "53-A", North 00°05'49" East, a distance of 221.68 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 548-150-012, 548-170-011
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE departing said west line, North 55°10'36" West, a distance of 445.15 feet;
THENCE South 87°55'56" East, a distance of 45.47 feet;

THENCE North 79°45'04" East, a distance of 70.23 feet;

THENCE North 77°13'39" East, a distance of 75.53 feet;

THENCE North 75°58'27" East, a distance of 183.37 feet;

THENCE North 73°12'27" East, a distance of 89.57 feet;

THENCE North 56°28'23" East, a distance of 68.08 feet;

THENCE North 23°43'41" East, a distance of 68.94 feet;

THENCE North 00°45'22" East, a distance of 59.38 feet;

THENCE North 17°36'43" West, a distance of 53.82 feet to the northeasterly line of said Lot "53-A" and Fairview Tract;

THENCE along said northeasterly line, South 50°39'11" East, a distance of 1,503.68 feet to the POINT OF BEGINNING.

Contains 24.40 acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Frederick A. Elliott, P.L.S. 4741

Date: MARCH 08, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-Q
(3/08/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 3D

W.O. 12865
APNs: 547-150-008 and 547-170-001
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In an unincorporated territory of the County of Riverside, State of California, being those portions of the south half of Section 10, Township 5 South, Range 1 East, San Bernardino Meridian, more particularly described as follows:

PARCEL 1

BEGINNING at the northeast corner of Lot 50 of the Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, Records of San Diego County, California, said corner also being the northeast corner of Lot 50-E of Record of Survey on file in Book 9 of Records of Survey at Page 64 thereof, Records of Riverside County, California;

THENCE along the northeasterly line of said Fairview Tract and said Record of Survey, North 50°39'11" West, a distance of 2,567.39 feet to the southwesterly corner of Parcel 4180-4 of Record of Survey on file in Book 59 of Records of Survey at Pages 52 through 54, inclusive thereof, Records of Riverside County, California;

THENCE along the southeasterly line of said Parcel 4180-4, North 70°04'03" East, a distance of 57.25 feet to the most easterly corner thereof;

THENCE along the northeasterly line of said Parcel 4180-4, North 19°55'57" West, a distance of 80.00 feet to the most northerly corner thereof;

THENCE departing said northeasterly line and along a line parallel with the north line of the southwest quarter of said Section 10, South 87°46'05" East, a distance of 413.79 feet;

THENCE departing said parallel line, South 66°31'46" East, a distance of 103.80 feet;

THENCE South 68°42'14" East, a distance of 135.52 feet;

THENCE South 79°17'37" East, a distance of 105.71 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 547-150-008 and 547-170-001
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE South 54°33'59" East, a distance of 105.21 feet;

THENCE South 26°40'49" East, a distance of 119.31 feet;

THENCE South 29°23'55" East, a distance of 112.81 feet;

THENCE North 61°38'57" East, a distance of 290.05 feet;

THENCE North 29°23'55" West, a distance of 111.23 feet;

THENCE North 26°40'49" West, a distance of 171.08 feet;

THENCE North 49°32'42" West, a distance of 125.26 feet;

THENCE North 58°14'18" West, a distance of 136.86 feet;

THENCE North 79°17'37" West, a distance of 132.72 feet;

THENCE North 68°42'14" West, a distance of 102.46 feet;

THENCE North 66°55'42" West, a distance of 157.84 feet to the north line of said southwest quarter of Section 10;

THENCE along the north line of said south half of Section 10, South 87°46'05" East, a distance of 1,487.29 feet to the northeast corner of the west half of the southeast quarter of said Section 10;

THENCE along the east line of said west half of the southeast quarter of Section 10, South 00°03'18" West, a distance of 1,936.91 feet to the POINT OF BEGINNING.

Contains 44.37 acres, more or less.

PARCEL 2

The northeast quarter of the southeast quarter of said Section 10.

Excepting therefrom the easterly rectangular 237.00 feet thereof as conveyed to John Oliver Shirk, Sr., and Mabel Edith Shirk, co-trustees of the John O. and Mabel E. Shirk Trust dated

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 547-150-008 and 547-170-001
Grantor: Eastern Municipal Water District,
a public agency of the State of California

June 8, 1994 by deed recorded June 13, 1994 as Instrument Number 239898, Official Records of Riverside County, California.

Contains 32.82 acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Frederick A. Elliott
Frederick A. Elliott, P.L.S. 4741

Date: MARCH 08, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-R
(3/07/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
AREA 3E

W.O. 12865
APN 548-180-013
Grantor: Eastern Municipal Water District,
a public agency of the State of California

LEGAL DESCRIPTION

Lot 51 and that portion of Lot 50 of Fairview Land and Water Company, in the County of Riverside, State of California, as per map recorded in Book 6, Page 307, of Maps, records of San Diego County, California, lying northerly of a line described as follows:

BEGINNING at a point on the northeasterly line of said Fairview Lands and of Lot 50 of said Land, North 50°45' West, a distance of 121.79 feet along said northeasterly line from the corner of said Lands known as S.J. 34;

THENCE South 68°06' West, a distance of 272.14 feet;

THENCE South 74°03' West, a distance of 144.00 feet;

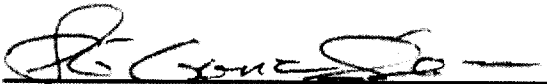
THENCE South 66°37' West, a distance of 173.62 feet to a point on the northerly line of Florida Avenue as shown on said Map, at its intersection with the Westerly line of said Lot 50, and the POINT OF TERMINUS.

Said property is also shown as Lots 50A and 51 on Record of Survey on file in Book 9, Page 64 of Records of Survey, records of Riverside County Records.

Containing 15.83 acres more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

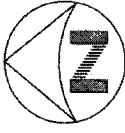


ALEXANDER E. GONZALEZ
P.L.S. 7692

DATE: 03/22/2012



EXHIBIT "B"



SCALE: 1"=300'

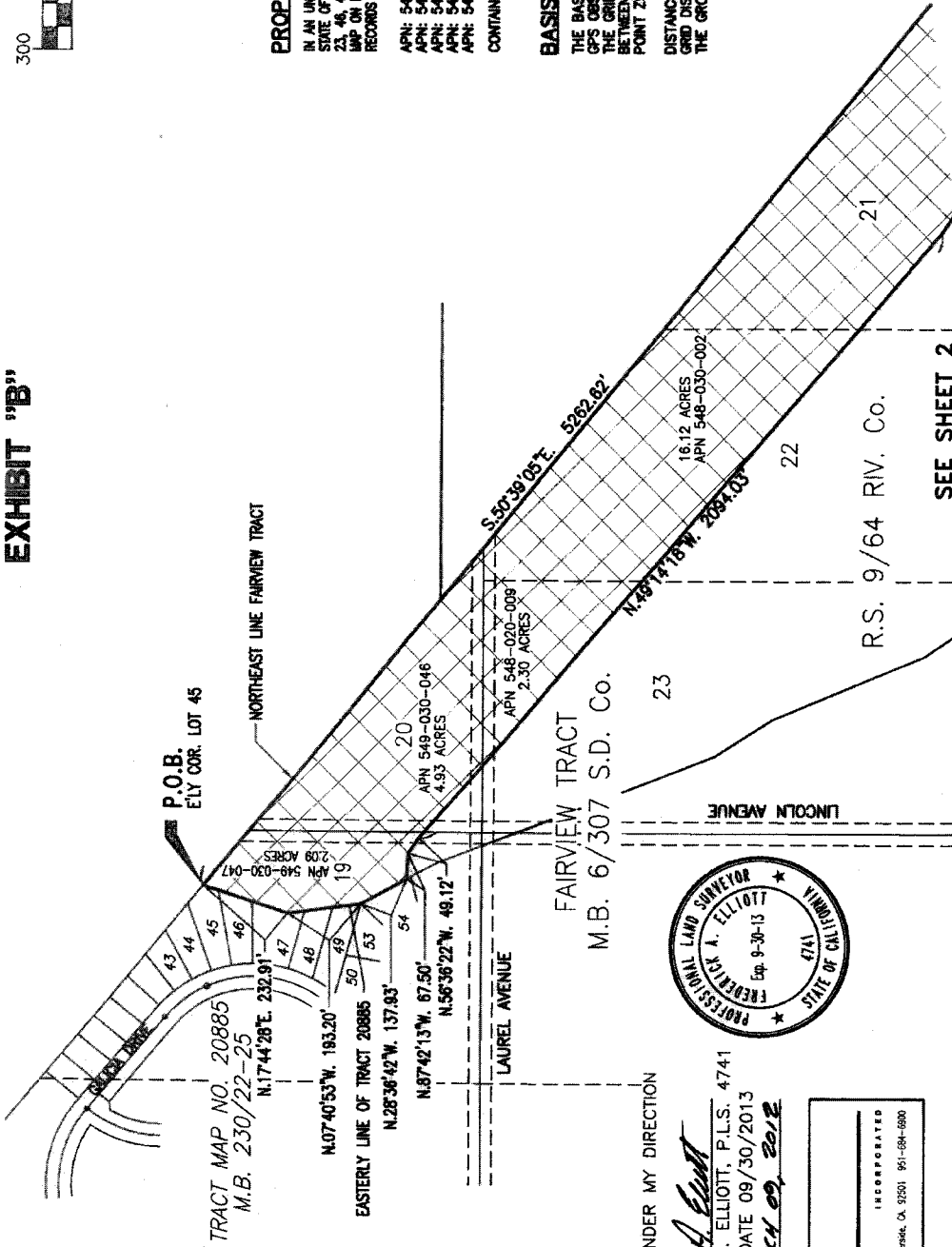
PROPERTY DESCRIPTION

IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 19, 20, 21, 22, 23, 46, 47, 48 AND 49 OF THE FAIRVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 9 OF MAPS AT PAGE 307 THEREOF, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

APN: 548-020-009 2.30 ACRES
 APN: 548-030-002 16.12 ACRES
 APN: 548-080-008 6.74 ACRES
 APN: 548-030-046 4.93 ACRES
 APN: 548-030-047 2.09 ACRES
 CONTAINING 32.18 TOTAL ACRES.

BASIS OF BEARINGS

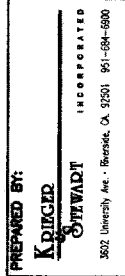
THE BASIS OF BEARINGS IS CCS 83, ZONE 6 BASED UPON GPS OBSERVATIONS OF NAD 83 (CORR96) (EPOCH: 1992.20). THE GRID BEARING OF SOUTH 41°05'56" EAST IS HELD FIXED BETWEEN ROFC CONTROL POINT 28101 TO ROFC CONTROL POINT 28114. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.999804287.



SEE SHEET 2



PREPARED UNDER MY DIRECTION
 PREPARED BY: Frederick A. Elliott
 FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013
 DATE: MARCH 09, 2012



SEC. 4, T.5S., R.1E., S.B.M.
 SEC. 9, T.5S., R.1E., S.B.M.
 SEC. 10, T.5S., R.1E., S.B.M.

NO.		DATE		INITIAL		DESCRIPTION		APPROVALS		REFERENCES		SCALE		DATE	
										M.B. 2/20/22-25 R.V. CO.		DESIGNED KRIEGER & STEWART		DATE	
										R.S. 9/64 R.V. CO.		DRAWN LWE		03/08/12	
										R.S. 9/64 R.V. CO.		TRACED			
										R.S. 9/64 R.V. CO.		CHECKED FAE			
										R.S. 9/64 R.V. CO.		RECORDING DATA			
										R.S. 9/64 R.V. CO.		INST. NO.			
										R.S. 9/64 R.V. CO.		DATE			
										R.S. 9/64 R.V. CO.		ENGINEERING			
										R.S. 9/64 R.V. CO.		RIGHT OF WAY			

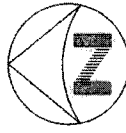
EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA

EXHIBIT "B" PLAT
 PROPERTY OF:

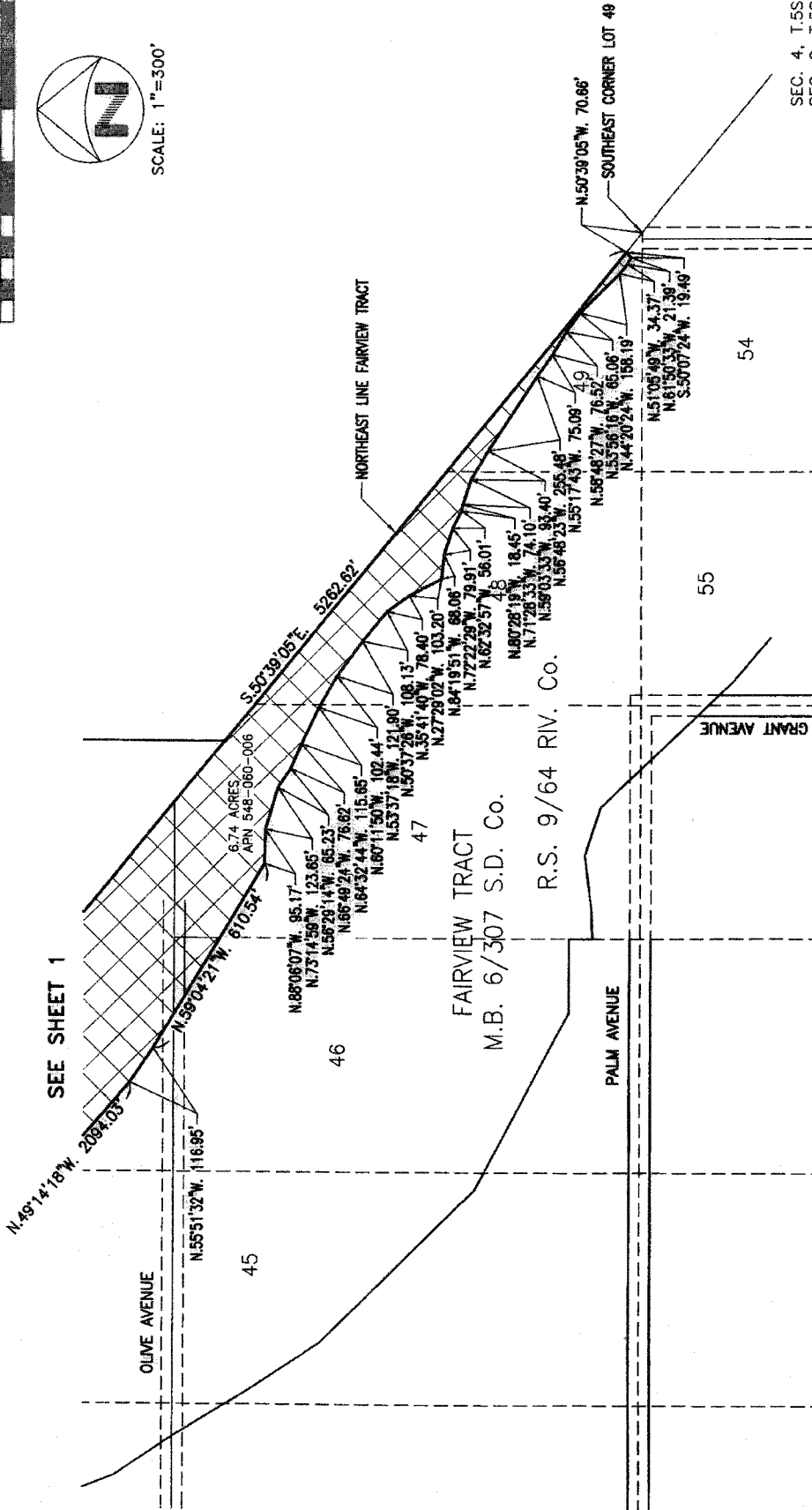
EASTERN MUNICIPAL WATER DISTRICT

APPROVED [Signature] 03/12/2012
 DATE
 SHT. 1 OF 2
 RB-5593

EXHIBIT "B"



SCALE: 1"=300'



FILE ID-		SCALE 1"=300'		DATE	
NO.	DATE	INITIAL	DESCRIPTION	DESIGNED	DATE
				KRIEGER & STEWART	03/09/12
				DRAWN	MWE
				TRACED	
				CHECKED	FAE
APPROVALS			RECORDING DATA		
ENGINEERING			INST. NO.		
RIGHT OF WAY			DATE		
APPROVED			DATE		
EASTERN MUNICIPAL WATER DISTRICT			PROPERTY OF:		
RIVERSIDE COUNTY, CALIFORNIA			EASTERN MUNICIPAL WATER DISTRICT		
EXHIBIT "B" PLAT			W.O. 12865		
C.O.			C.O.		
COORD.			COORD.		
SHT. 2 OF 2			RB-5594		

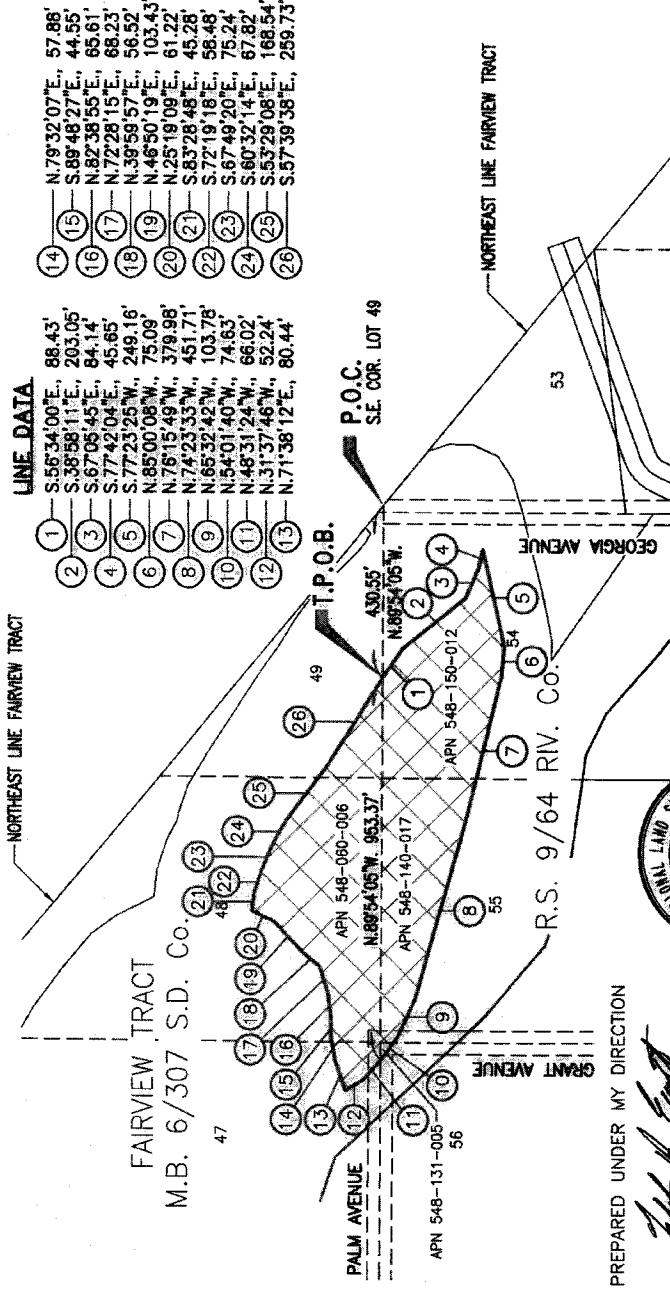
SEC. 4, T.5S., R.1E., S.B.M.
 SEC. 9, T.5S., R.1E., S.B.M.
 SEC. 10, T.5S., R.1E., S.B.M.

APPROVED: *[Signature]* DATE: 03/12/2012

EXHIBIT "B"



SCALE: 1"=300'



LINE DATA

- 1 S.56°34'00"E. 88.43'
- 2 S.38°58'11"E. 203.05'
- 3 S.67°05'45"E. 84.14'
- 4 N.72°42'04"E. 45.85'
- 5 S.77°23'25"W. 249.16'
- 6 N.85°00'08"W. 75.09'
- 7 N.76°15'49"W. 379.98'
- 8 N.74°23'33"W. 451.71'
- 9 N.85°32'42"W. 103.78'
- 10 N.54°01'40"W. 74.83'
- 11 N.48°31'24"W. 66.02'
- 12 N.31°37'46"W. 52.24'
- 13 N.71°38'12"E. 80.44'
- 14 N.79°32'07"E. 57.86'
- 15 S.89°48'27"E. 44.55'
- 16 N.82°38'55"E. 65.61'
- 17 N.72°28'15"E. 66.23'
- 18 N.39°58'57"E. 56.52'
- 19 N.46°50'19"E. 103.43'
- 20 N.25°18'09"E. 61.22'
- 21 S.63°28'48"E. 45.28'
- 22 S.72°19'18"E. 56.48'
- 23 S.67°49'20"E. 75.24'
- 24 S.60°32'14"E. 67.82'
- 25 S.53°29'08"E. 168.54'
- 26 S.57°39'38"E. 259.73'

PROPERTY DESCRIPTION

IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 47, 48, 49, 54, 55 AND 56 OF THE FAIRVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 OF MAPS AT PAGE 307 THEREOF, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

APN: 548-080-006 3.99 ACRES
 APN: 548-140-017 2.20 ACRES
 APN: 548-150-012 2.59 ACRES
 APN: 548-131-005 0.02 ACRES
 CONTAINING 8.76 TOTAL ACRES.

BASIS OF BEARINGS

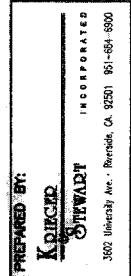
THE BASIS OF BEARINGS IS COS 83, ZONE 6 BASED UPON GPS OBSERVATIONS OF MAD_83 (CONSS99) (EPOCH: 1992.20). THE GRID BEARING OF SOUTH 41°05'56" EAST IS HELD FIXED BETWEEN ROPC CONTROL POINT 29101 TO ROPC CONTROL POINT 28114. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.9899904297.

PREPARED UNDER MY DIRECTION

Frederick A. Elliott

FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013

DATE: *SEP 09, 2012*



PREPARED BY:
KOJICIK & OTTAWADY
 INCORPORATED
 3002 University Ave., Riverside, CA 92501 951-684-8900

FILE ID-		REVISIONS		REFERENCES		SCALE		DATE	
NO.	DATE	INITIAL	DESCRIPTION	APP'VD	MR. R/907 S.D. CO.	DESIGNED	KRIEGER & STEWART	1"=300'	DATE
					R.S. 9/64 RIV. CO. <td>DRAWN</td> <td>MWE</td> <td>09/09/12</td> <td></td>	DRAWN	MWE	09/09/12	
						CHECKED	FAE		
						RECORDING DATA			
						INST. NO.			
						DATE			
				APPROVALS		EASTERN MUNICIPAL WATER DISTRICT		RIVERSIDE COUNTY, CALIFORNIA	
				APPROVED		EASTERN MUNICIPAL WATER DISTRICT		W.O. 12865	
				APPROVED		PROPERTY OF:		C.O.	
				APPROVED		EASTERN MUNICIPAL WATER DISTRICT		COORD.	
				APPROVED		DATE		SHT. 1 OF 1	
				APPROVED		DATE		RB-SS95	



SCALE: 1"=300'

PROPERTY DESCRIPTION

IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 52, 53 AND 54 OF THE FAIRVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 OF MAPS AT PAGE 307 THEREOF, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

APN: 548-150-012 1.31 ACRES
 APN: 548-170-011 23.08 ACRES
 CONTAINING 24.40 TOTAL ACRES.

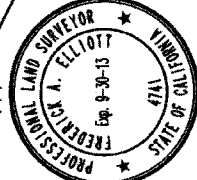
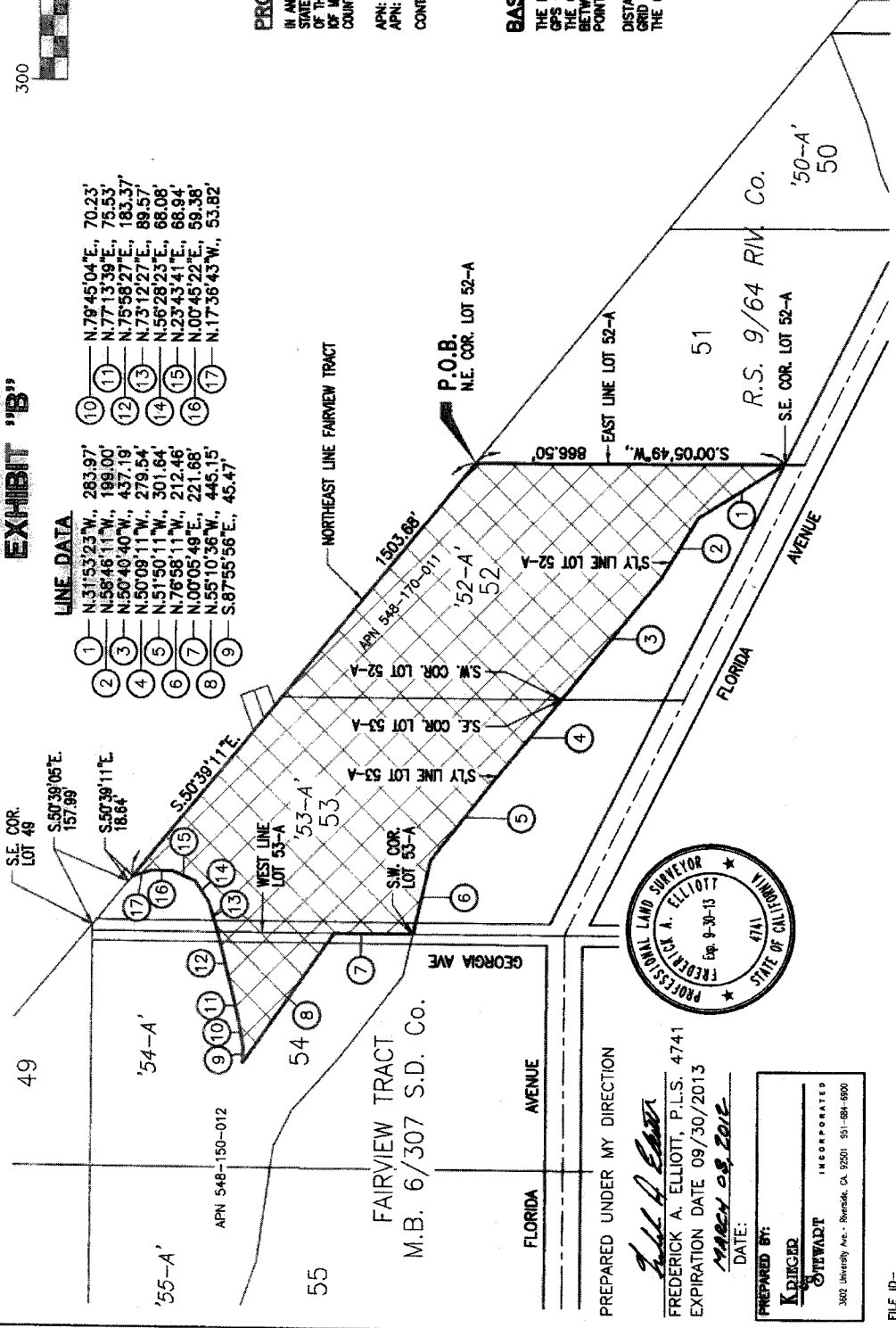
BASIS OF BEARINGS

THE BASIS OF BEARINGS IS CCS 83, ZONE 8 BASED UPON GPS OBSERVATIONS OF NAD 83 (CGRS88) (EPOCH: 1992.20). THE GRID BEARING OF SOUTH 41°05'59" EAST IS HELD FIXED BETWEEN RTC CONTROL POINT 29101 TO RTC CONTROL POINT 29114. ALL BEARINGS SHOWN ON THIS PLAN ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.999904297.

EXHIBIT "B"

LINE DATA

1	N.31°53'23"W., 283.97'	10	N.79°45'04"E., 70.23'
2	N.58°46'11"W., 199.00'	11	N.77°13'39"E., 75.53'
3	N.50°40'40"W., 437.19'	12	N.75°58'27"E., 183.37'
4	N.50°09'11"W., 279.54'	13	N.73°12'27"E., 89.57'
5	N.51°50'11"W., 301.64'	14	N.56°28'23"E., 68.08'
6	N.76°58'11"W., 212.46'	15	N.23°43'41"E., 68.94'
7	N.00°05'49"E., 221.68'	16	N.00°45'22"E., 59.38'
8	N.55°10'36"W., 445.15'	17	N.17°36'43"W., 53.82'
9	S.87°55'56"E., 45.47'		

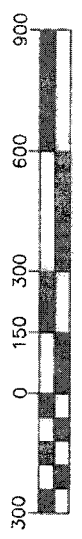


PREPARED UNDER MY DIRECTION
Frederick A. Elliott
 FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013
 MARCH 08 2012
 DATE:

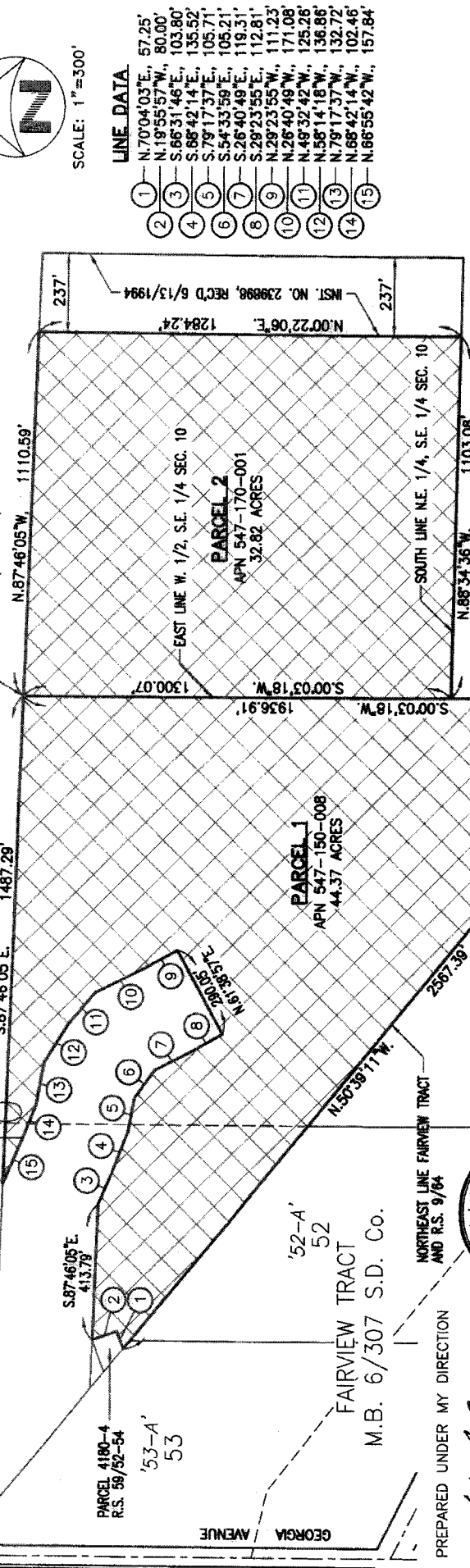
PREPARED BY:
KRIEGER & STEWART INCORPORATED
 392 University Ave., Redondo, CA 92501 561-684-6900

NO.	DATE	INITIAL	DESCRIPTION	REVISIONS	SCALE	1"=300'	DATE
					DESIGNED	KRIEGER & STEWART	
					DRAWN	MWE	03/08/12
					TRACED		
					CHECKED	FAE	
					RECORDING DATA		
					APPROVALS		
					ENGINEERING		
					RIGHT OF WAY		
					INST. NO.		
					DATE		
					APPROVED	<i>Frederick A. Elliott</i>	DATE: 03/08/12
					EMPD		
					APPROVED		DATE: 03/08/12
					PROPERTY OF:		
					EXHIBIT "B" PLAT		
					RIVERSIDE MUNICIPAL WATER DISTRICT		
					EASTERN MUNICIPAL WATER DISTRICT		
					EASTERN MUNICIPAL WATER DISTRICT		
					COORD.		
					C.O.		
					W.O.	12865	
					S.H.T.	1 OF 1	
					FILE ID-	RB-55-96	
					SEC. 10, T. 5S., R. 1E., S.B.M.		

EXHIBIT "B"
SECTION 10
TOWNSHIP 5 SOUTH, RANGE 1 EAST
S.B.M.



SCALE: 1"=300'



LINE DATA

1	N.70°04'03\"/>
2	N.18°55'57\"/>
3	S.86°31'46\"/>
4	S.88°42'14\"/>
5	S.79°17'37\"/>
6	S.54°33'56\"/>
7	S.26°40'49\"/>
8	S.29°23'55\"/>
9	N.29°23'55\"/>
10	N.26°40'49\"/>
11	N.49°32'42\"/>
12	N.56°14'18\"/>
13	N.79°17'37\"/>
14	N.88°42'14\"/>
15	N.86°55'42\"/>

PROPERTY DESCRIPTION
IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.
APN: 947-150-008 44.37 ACRES
APN: 547-170-001 32.82 ACRES
CONTAINING 77.19 TOTAL ACRES.

BASIS OF BEARINGS
THE BASIS OF BEARINGS IS CCS 83 ZONE 6 BASED UPON GPS OBSERVATIONS OF MAD 83 (CORRECTION EPOCH: 1992.20). THE GRID BEARING OF SOUTH 41°03'58\"/>

P.O.B.
PARCEL 1
N.E. COR. LOT 50, M.B. 6/307
N.E. COR. LOT 50-A, R.S. 9/64

APPROVALS
RIGHT OF WAY DATE
ENGINEERING
APPROVED: *[Signature]* DATE: 08/08/12

RECORDING DATA
INST. NO.
DATE

REFERENCES
M.B. 6/307 S.D. CO.
R.S. 9/64 RIV. CO.

REVISIONS
NO. DATE INITIAL DESCRIPTION

PREPARED BY:
FREDERICK A. ELLIOTT, P.L.S. 4741
EXPIRATION DATE 09/30/2013
DATE: 14 MAY 09 2012

PROFESSIONAL LAND SURVEYOR
FREDERICK A. ELLIOTT
Exp. 9-30-13
STATE OF CALIFORNIA 4741

PREPARED BY:
KRIEGER & STEWART
INCORPORATED
302 University Ave., Riverside, CA 92501 951-684-6800

APPROVED:
APN: 947-150-008 44.37 ACRES
APN: 547-170-001 32.82 ACRES
CONTAINING 77.19 TOTAL ACRES.

APPROVED:
APN: 947-150-008 44.37 ACRES
APN: 547-170-001 32.82 ACRES
CONTAINING 77.19 TOTAL ACRES.

APPROVED:
APN: 947-150-008 44.37 ACRES
APN: 547-170-001 32.82 ACRES
CONTAINING 77.19 TOTAL ACRES.

APPROVED:
APN: 947-150-008 44.37 ACRES
APN: 547-170-001 32.82 ACRES
CONTAINING 77.19 TOTAL ACRES.

APPROVED:
APN: 947-150-008 44.37 ACRES
APN: 547-170-001 32.82 ACRES
CONTAINING 77.19 TOTAL ACRES.

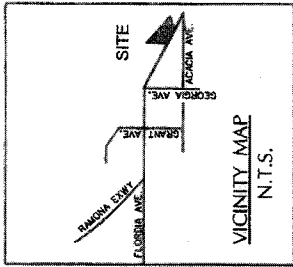
APPROVED:
APN: 947-150-008 44.37 ACRES
APN: 547-170-001 32.82 ACRES
CONTAINING 77.19 TOTAL ACRES.

APPROVED:
APN: 947-150-008 44.37 ACRES
APN: 547-170-001 32.82 ACRES
CONTAINING 77.19 TOTAL ACRES.

APPROVED:
APN: 947-150-008 44.37 ACRES
APN: 547-170-001 32.82 ACRES
CONTAINING 77.19 TOTAL ACRES.

APPROVED:
APN: 947-150-008 44.37 ACRES
APN: 547-170-001 32.82 ACRES
CONTAINING 77.19 TOTAL ACRES.

EXHIBIT "B"



PROPERTY DESCRIPTION:
IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING: LOTS 51 AND A PORTION OF LOT 50 OF THE FAIRVIEW TRACT, FILED IN BOOK 6 OF MAPS AT PAGE 307, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

APN: 548-180-013
CONTAINING 15.83 ACRES



BASIS OF BEARINGS:

THE NORTHEASTERLY BOUNDARY OF THE FAIRVIEW TRACT, BEING N50°45'00"W PER RS 9/64.

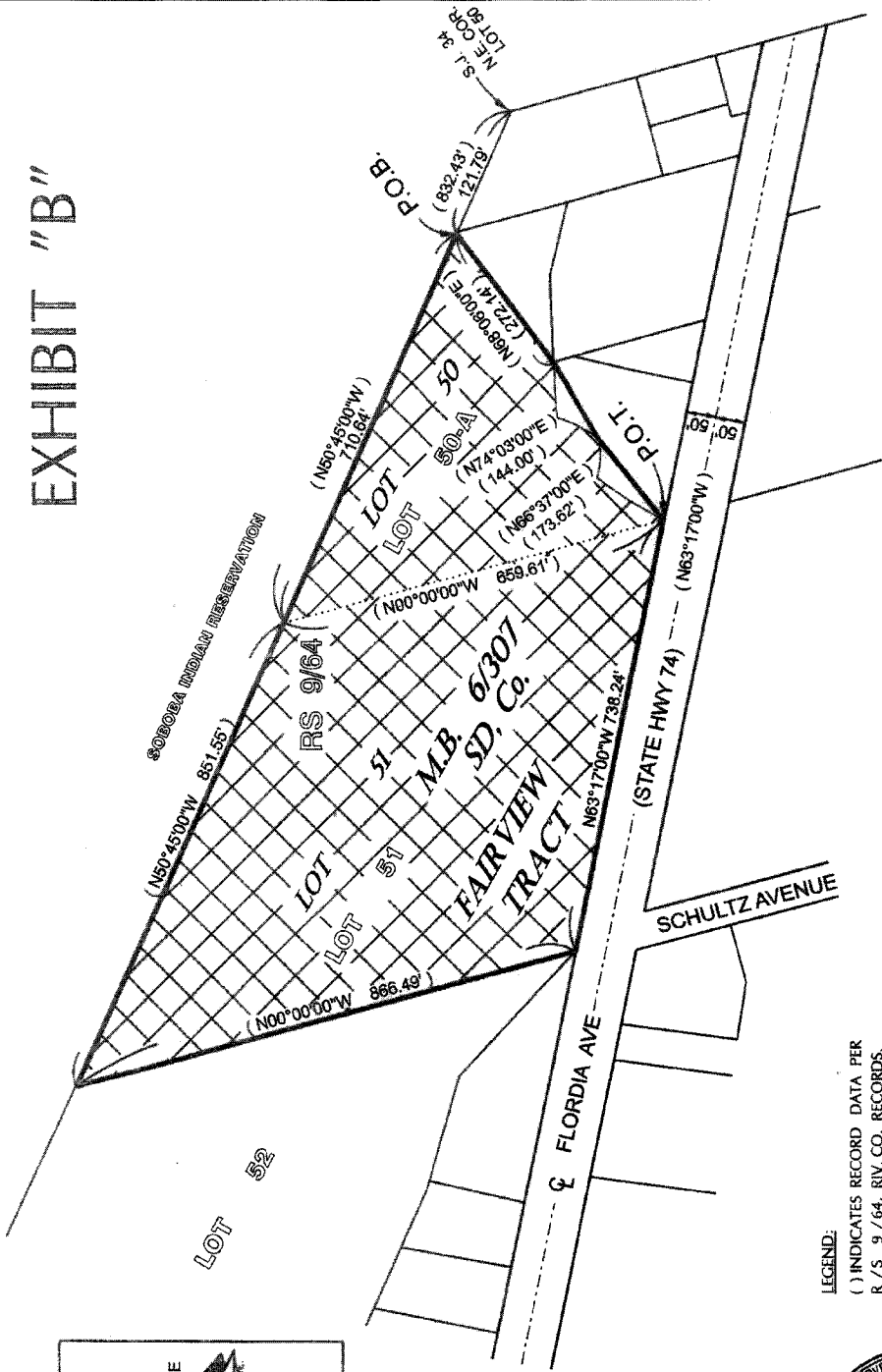
PREPARED UNDER MY DIRECTION

Alexander E. Gonzalez
Alexander E. Gonzalez,
P.L.S. 7692

DATE 08-02-2010

LEGEND:

- () INDICATES RECORD DATA PER R/S 9/64, RIV. CO. RECORDS.
- SJ. 34 INDICATES CORNER 34 OF THE RANCHO SAN JACINTO VIEJO.



SEC. 10, T. 5 S., R. 1 E., S.B.M.

REVISIONS		REFERENCES		SCALE 1"=200'		DATE	
NO.	DATE	INITIAL	DESCRIPTION	APP. VD	M.B. 6/307 S.D.	DESIGNED	AEG
					R/S 9/64	DRAWN	NIF
					RA - 268	TRACED	
					RS 5193 S180	CHECKED	
					APPROVALS	RECORDING DATA	
					ENGINEERING	INST. NO.	
					RIGHT OF WAY	DATE	
				EASTERN MUNICIPAL WATER DISTRICT		V. D. 12043	
				RIVERSIDE COUNTY, CALIFORNIA		C. D.	
				PROPERTY OF: EASTERN MUNICIPAL WATER DISTRICT		COORD.	
				EXHIBIT "B" PLAT		SHT. 1 OF 1	
				APPROVED		RB-5598	
				DATE 08-02-2010		DATE	

EXHIBITS C&D

(Legal Description and Depiction of Flood Control Property and Flood Control Easements)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

EXHIBIT "C" LEGAL DESCRIPTION

EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
AREA 1

APNs: 433-140-014, 433-150-024, 547-130-015 and 016,
551-020-017, 551-030-010, 551-070-011
Property of: Riverside County Flood Control and
Water Conservation District

Legal Description

In the City of San Jacinto, County of Riverside, State of California, more particularly described as follows:

PARCEL 1

Lying within Lots 199 and 200 of the Map of the San Jacinto Land Association, San Jacinto Rancho, as shown by map on file in Book 8 of Maps at Page 357 thereof, in the Office of the County Recorder of San Diego County, California and within Lots 23, 24, and 25 of the Map of H.T. Hewitt's Plat of San Jacinto, as shown by map on file in Book 9 of Maps at Page 386 thereof, in said Office of the County Recorder of San Diego County, California, being those portions of Parcels 4020-123, 4020-124, 4020-126, 4020-127A, and 4020-127B of Record of Survey on file in Book 33 or Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California, more particularly described as follows:

BEGINNING at a point on the northeasterly line of said Parcel 4020-124, said point being the intersection of said northeasterly line with a line parallel with and distant 121.00 feet northeasterly as measured at right angles to the southwesterly line of said Parcel 4020-123;

THENCE South 45°29'22" East, along said northeasterly line, a distance of 583.39 feet to an angle point therein;

THENCE South 47°09'22" East, continuing along said northeasterly line, a distance of 379.60 feet.

THENCE South 01°34'07" East, departing said northeasterly line, a distance of 230.35 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 9,877.00 feet, a radial line at said point bears North 52°40'46" East, said curve being concentric with and distant 193.00 feet northeasterly, as measured radially to the southwesterly line of said Parcel 4020-123;

EXHIBIT "C" LEGAL DESCRIPTION

APNs: 433-140-014, 433-150-024, 547-130-015 and 016,
551-020-017, 551-030-010, 551-070-011

Property of: Riverside County Flood Control and
Water Conservation District

THENCE southeasterly, along said curve having a radius of 9,877.00 feet, through a central angle of $06^{\circ}47'17''$ an arc distance of 1,170.18 feet;

THENCE South $44^{\circ}06'31''$ East, a distance of 1,000.58 feet;

THENCE North $02^{\circ}26'07''$ East, a distance of 304.92 feet to a point on the northeasterly line of Parcel 4020-127A of said Record of Survey;

THENCE South $36^{\circ}29'15''$ East, along the northeasterly line of said Parcel 4020-127A and Parcel 4020-127B, a distance of 436.29 feet to an angle point therein;

THENCE South $45^{\circ}51'15''$ East, continuing along the northeasterly line of said Parcel 4020-126B, a distance of 360.00 feet to an angle point therein;

THENCE South $22^{\circ}56'15''$ East, continuing along said northeasterly line, a distance of 107.00 feet to an angle point therein;

THENCE South $16^{\circ}11'15''$ East, continuing along said northeasterly line, a distance of 398.30 feet to the southeasterly corner of said Parcel 4020-127B;

THENCE South $45^{\circ}07'42''$ West, along the southeasterly line of said Parcel 4020-127B, a distance of 21.30 feet to a line parallel with and distant 121.00 feet northeasterly, as measured at right angles to the southwesterly line of said Parcel 4020-127B and Parcel 4020-127A;

THENCE North $44^{\circ}06'31''$ West, along said parallel line, a distance of 2,035.12 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 9,949.00 feet, said curve being concentric with and distant 121.00 feet northeasterly, as measured radially to the southwesterly line of said Parcel 4020-127A, Parcel 4020-123, and Parcel 4020-126;

THENCE northwesterly, along said curve having a radius of 9,949.00 feet, through a central angle of $11^{\circ}17'27''$, an arc distance of 1,960.57 feet to a line parallel with and distant 121.00 feet northeasterly, as measured at right angles to the southwesterly line of said Parcel 4020-123;

THENCE North $32^{\circ}49'04''$ West, along said parallel line, a distance of 358.49 feet to the POINT OF BEGINNING.

APNs: 433-150-024 and 547-130-016

Contains 11.64 acres, more or less.

EXHIBIT "C" LEGAL DESCRIPTION

APNs: 433-140-014, 433-150-024, 547-130-015 and 016,
551-020-017, 551-030-010, 551-070-011
Property of: Riverside County Flood Control and
Water Conservation District

PARCEL 2

Portions of Parcel 4020-128 and Parcel 4020-129 of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California, lying within Lot 1 in Block 116-1/2 of Hemet Land Company as shown by map on file in Book 1 of Maps at Pages 14 and 15 thereof, Records of Riverside County, California, more particularly described as follows:

BEGINNING at a point on the northwesterly line of said Parcel 4020-128, said point being the intersection of said northwesterly line with a line parallel with and distance 121.00 feet northeasterly, as measured at right angles to the southwesterly line of said Parcel 4020-128 and Parcel 4020-129;

THENCE North 45°07'45" East, along the northwesterly line of said Parcel 4020-128, a distance of 332.52 feet to the northwesterly corner thereof;

THENCE South 89°53'11" East, along the northerly line of said Parcel 4020-128, a distance of 133.94 feet to the northeasterly corner thereof;

THENCE South 00°42'24" West, along the easterly line of said Parcel 4020-128, a distance of 607.92 feet to said parallel line;

THENCE North 44°06'31" West, along said parallel line, a distance of 520.24 feet to the POINT OF BEGINNING.

Excepting therefrom that certain parcel of land shown as Parcel 4020-131 of said Record of Survey.

APN: 551-020-017

Contains 1.78 acres, more or less.

EXHIBIT "C" LEGAL DESCRIPTION

APNs: 433-140-014, 433-150-024, 547-130-015 and 016,
551-020-017, 551-030-010, 551-070-011
Property of: Riverside County Flood Control and
Water Conservation District

PARCEL 3

A portion of Parcel 4020-130 of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California, lying within Lots 2, 3, and 4 in Block 117 of Hemet Land Company, as shown by map on file in Book 1 of Maps at Pages 14 and 15 thereof, Records of Riverside County, California, more particularly described as follows:

BEGINNING at the most northerly corner of said Parcel 4020-130;

THENCE South 51°11'15" East, along the northeasterly line of said Parcel 4020-130, a distance of 1,089.00 feet to the most easterly corner thereof;

THENCE South 69°22'45" West, along the southeasterly line of said Parcel 4020-130, a distance of 104.81 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 2,949.00 feet, a radial line at said point bears North 30°10'27" East, said curve being concentric with and distant 121.00 feet as measured radially to the southwesterly line of said Parcel 4020-130;

THENCE northwesterly, along said curve having a radius of 2,949.00 feet through a central angle of 15°43'02", an arc distance of 808.97 feet to a line parallel with and distant 121.00 feet northeasterly, as measured at right angles to the southwesterly line of said Parcel 4020-130;

THENCE North 44°06'31" West, along said parallel line, a distance of 167.41 feet to the westerly line of said Parcel 4020-130;

THENCE North 00°42'24" East, along said westerly line, a distance of 102.42 feet to the POINT OF BEGINNING.

APN: 551-030-010

Contains 2.58 acres, more or less.

PARCEL 4

That portion of Lot 26 of the Map of H.T. Hewitts Plat of San Jacinto, as shown by map on file in Book 8 of Maps at Page 386 thereof, in the Office of the County Recorder of San Diego County, California, described as Parcel 4020-133 of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California.

EXHIBIT "C" LEGAL DESCRIPTION

APNs: 433-140-014, 433-150-024, 547-130-015 and 016,
551-020-017, 551-030-010, 551-070-011
Property of: Riverside County Flood Control and
Water Conservation District

APN: 547-130-015

Contains 11.49 acres, more or less.

PARCEL 5

That portion of Lot 3 of the Map of Jose A. Estudillos Subdivision of Tract VII in Rancho San Jacinto Viejo as shown by map on file in Book 6 of Maps at Page 304 thereof, in the Office of the County Recorder of San Diego County, California, more particularly described as follows:

COMMENCING at the most westerly corner of Parcel 4020-122A of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California;

THENCE South 44°40'18" East, along the southwesterly line of said Parcel 4020-122A, a distance of 147.42 feet to a line parallel with and distant 175.00 feet southeasterly, as measured at right angles to the centerline of Lakepark Drive and the TRUE POINT OF BEGINNING;

THENCE continuing South 44°40'18" East, along the southwesterly line of said Parcel 4020-122A, a distance of 2,572.81 feet to the most southerly corner thereof;

THENCE North 42°10'51" East, along the southeasterly line of said Parcel 4020-122A and the southeasterly line of Parcel 4020-122C of Record of Survey on file in Book 46 of Records of Survey at Page 15 thereof, Records of Riverside County, California, a distance of 1,621.91 feet to a point therein;

THENCE South 47°25'33" West, departing said southeasterly line, a distance of 283.26 feet to the beginning of a tangent curve, concave northwesterly having a radius of 1,106.00 feet, said curve being concentric with and distant 96.00 feet southerly, as measured radially to the northerly line of said Parcel 4020-122C;

THENCE southwesterly, along said curve having a radius of 1,106.00 feet, through a central angle of 27°13'44", an arc distance of 525.61 feet to a point, a radial line at said point bears North 15°20'43" West;

THENCE South 53°08'31" West, a distance of 56.64 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 1,128.00 feet, a radial line at said point bears North 12°40'04" West, said curve being concentric with and distant 128.00 feet southerly, as measured radially to the northerly line of said Parcel 4020-122C;

EXHIBIT "C" LEGAL DESCRIPTION

APNs: 433-140-014, 433-150-024, 547-130-015 and 016,
551-020-017, 551-030-010, 551-070-011
Property of: Riverside County Flood Control and
Water Conservation District

THENCE westerly and northwesterly, along said curve having a radius of 1,128.00 feet, through a central angle of 71°25'39", an arc distance of 1,406.22 feet;

THENCE North 31°14'25" West, along a line parallel with and distant 128.00 feet southwesterly, as measured at right angles to the northerly line of said Parcel 4020-122C, a distance of 650.00 feet;

THENCE North 32°36'26" West, departing said parallel line, a distance of 388.49 feet to said line being parallel with and distant 175.00 feet southeasterly, as measured at right angles to the centerline of said Lakepark Drive;

THENCE South 55°43'56" West, along said parallel line, a distance of 520.47 feet to the TRUE POINT OF BEGINNING.

APN: 433-140-014

Contains 25.68 acres, more or less.

PARCEL 6

A portion of Parcel 4020-136A of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California, lying within Tract X of the Partition of the Rancho San Jacinto Viejo, as described in Final Decree of the Superior Court of San Diego County, California, dated November 22, 1882 and as shown by map of said partition made under said decree, recorded December 8, 1882 in Book 43 at Page 161 of Deeds in the Official Records of San Diego County, more particularly described as follows:

COMMENCING at the northwest corner of said Parcel 4020-136A;

THENCE North 89°58'12" East, along the north line of said Parcel 4020-136A, a distance of 329.79 feet to the intersection with a line parallel with and distant 121.00 feet northerly, as measured radially to the southerly line of said Parcel 4020-136A, and the TRUE POINT OF BEGINNING;

THENCE continuing North 89°58'12" East, along the north line of said Parcel 4020-136A, a distance of 940.54 feet to the southeast corner of Parcel 4020-132 of said Record of Survey;

THENCE South 00°08'12" West, along the southerly prolongation of the east line of said Parcel 4020-132, a distance of 98.35 feet;

EXHIBIT "C" LEGAL DESCRIPTION

APNs: 433-140-014, 433-150-024, 547-130-015 and 016,
551-020-017, 551-030-010, 551-070-011
Property of: Riverside County Flood Control and
Water Conservation District

THENCE departing said southerly prolongation, South 69°48'10" West, a distance of 173.80 feet to a point on said parallel line;

THENCE North 78°31'53" West, along said parallel line, a distance of 760.15 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 2,949.00 feet;

THENCE northwesterly, along said curve, through a central angle of 00°38'22", an arc distance of 32.91 feet to the TRUE POINT OF BEGINNING.

APN: 551-070-011

Contains 1.89 acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Frederick A. Elliott
Frederick A. Elliott, P.L.S. 4741

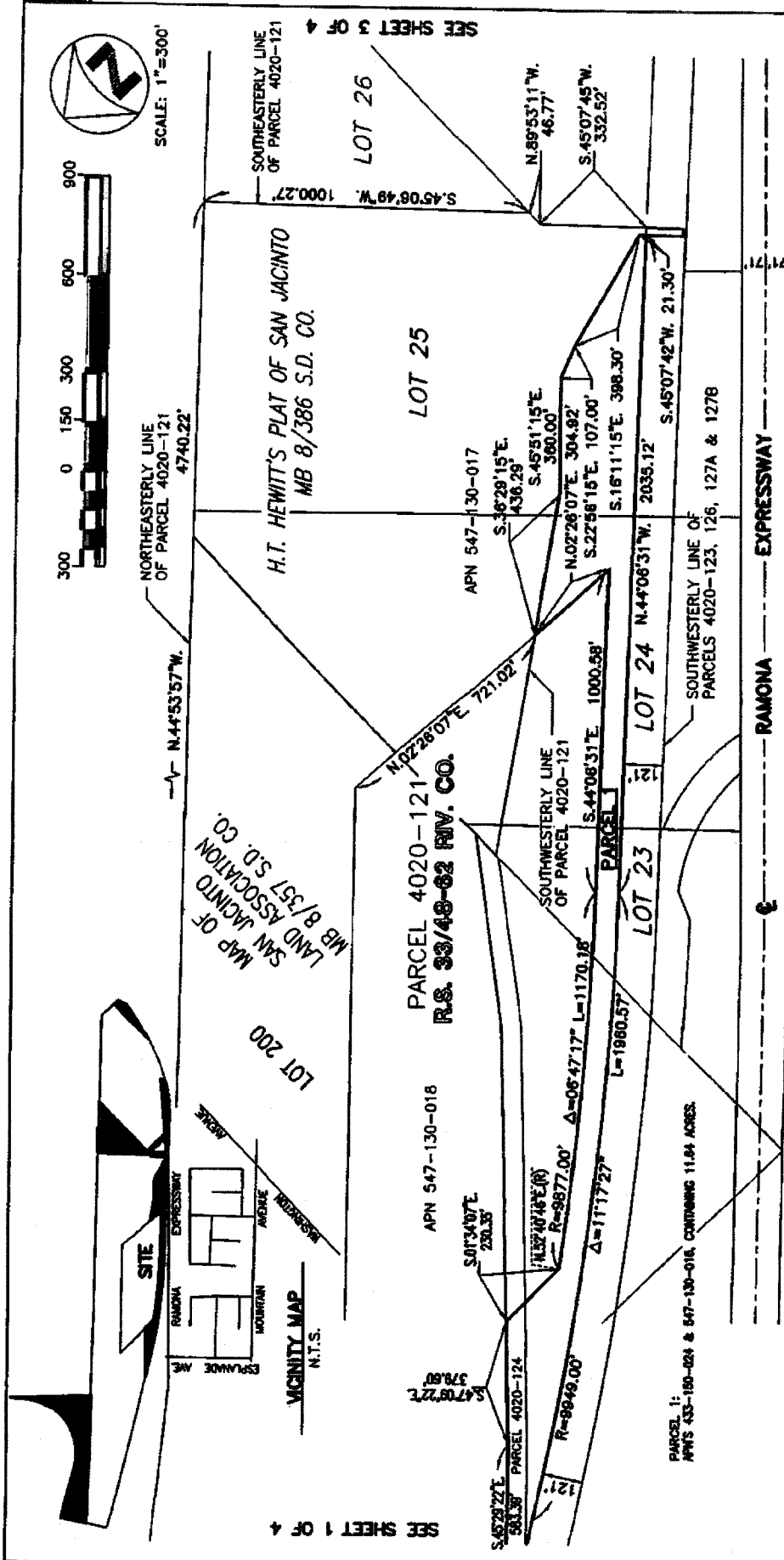
Date: MARCH 5, 2012

Expiration Date: 09/30/2013



MWE/igm
LEGAL/491-40P33-K (3/1/2012)

EXHIBIT "D" DEPICTION

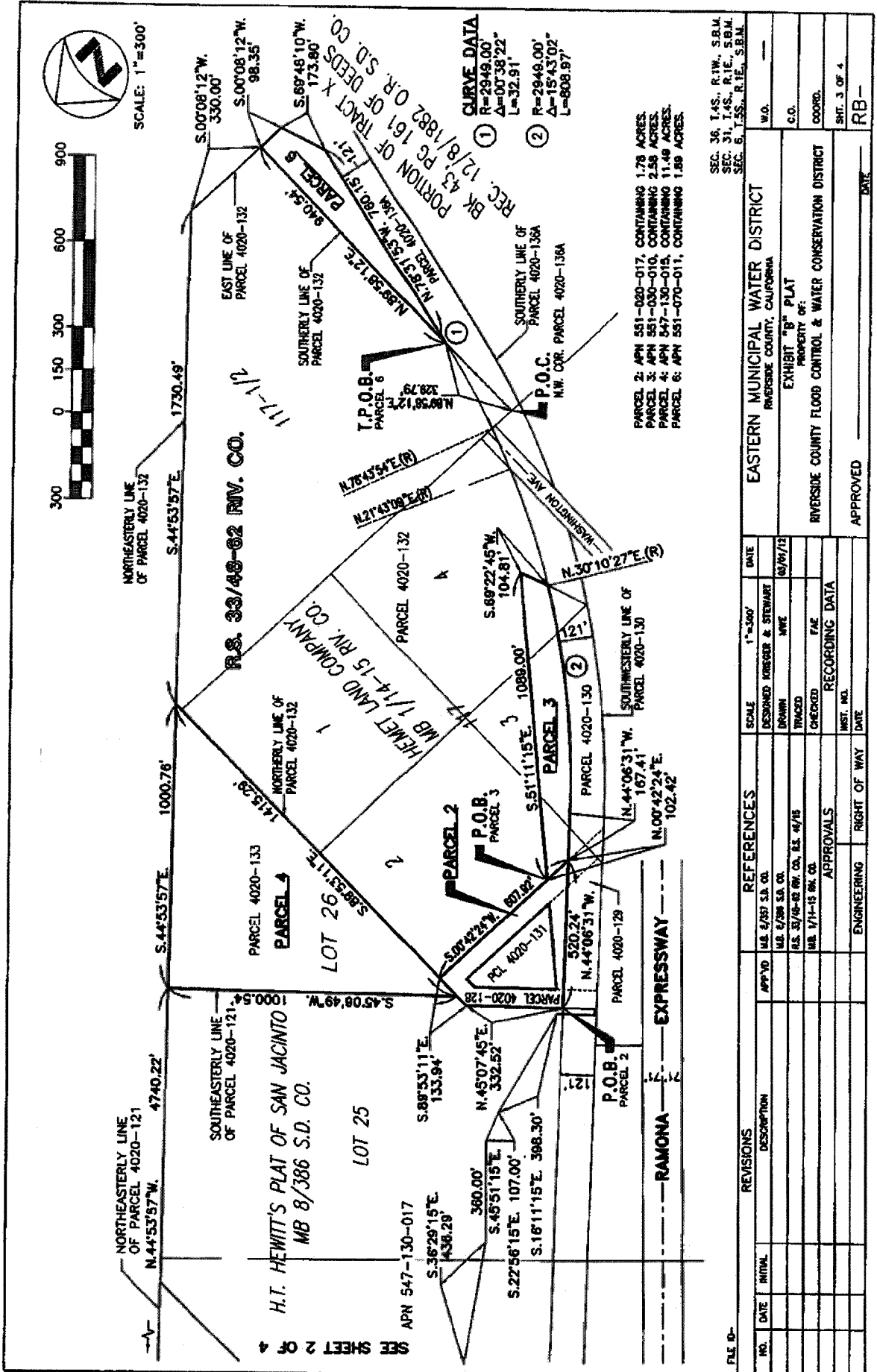


FILE #			REFERENCES			REVISIONS			APPROVALS			DATE		
NO.	DATE	DESCRIPTION	APPROV. DESCRIPTION	SCALE	1" = 300'	DESIGNED	DRAWN	CHECKED	DATE	APPROVALS	RECORDING DATA	ENGINEERING	RIGHT OF WAY	DATE
				1/1/98	1/1/98				10/17/02					

EASTERN MUNICIPAL WATER DISTRICT REVERSE COUNTY, CALIFORNIA	
W.D.	C.D.
-----	-----
PROPERTY OF: REVERSE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT	
COUNTY	APPROVED
SHT. 2 OF 4	DATE
RB-	

SEC. 36, T.4S., R.1W., S.B.M.
 SEC. 21, T.4S., R.1E., S.B.M.
 SEC. 9, T.5S., R.1E., S.B.M.

EXHIBIT "D" DEPICTION



SEC. 36, T.4S., R.1W., S.B.M.
 SEC. 31, T.4S., R.1E., S.B.M.
 SEC. 5, T.5S., R.1E., S.B.M.

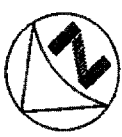
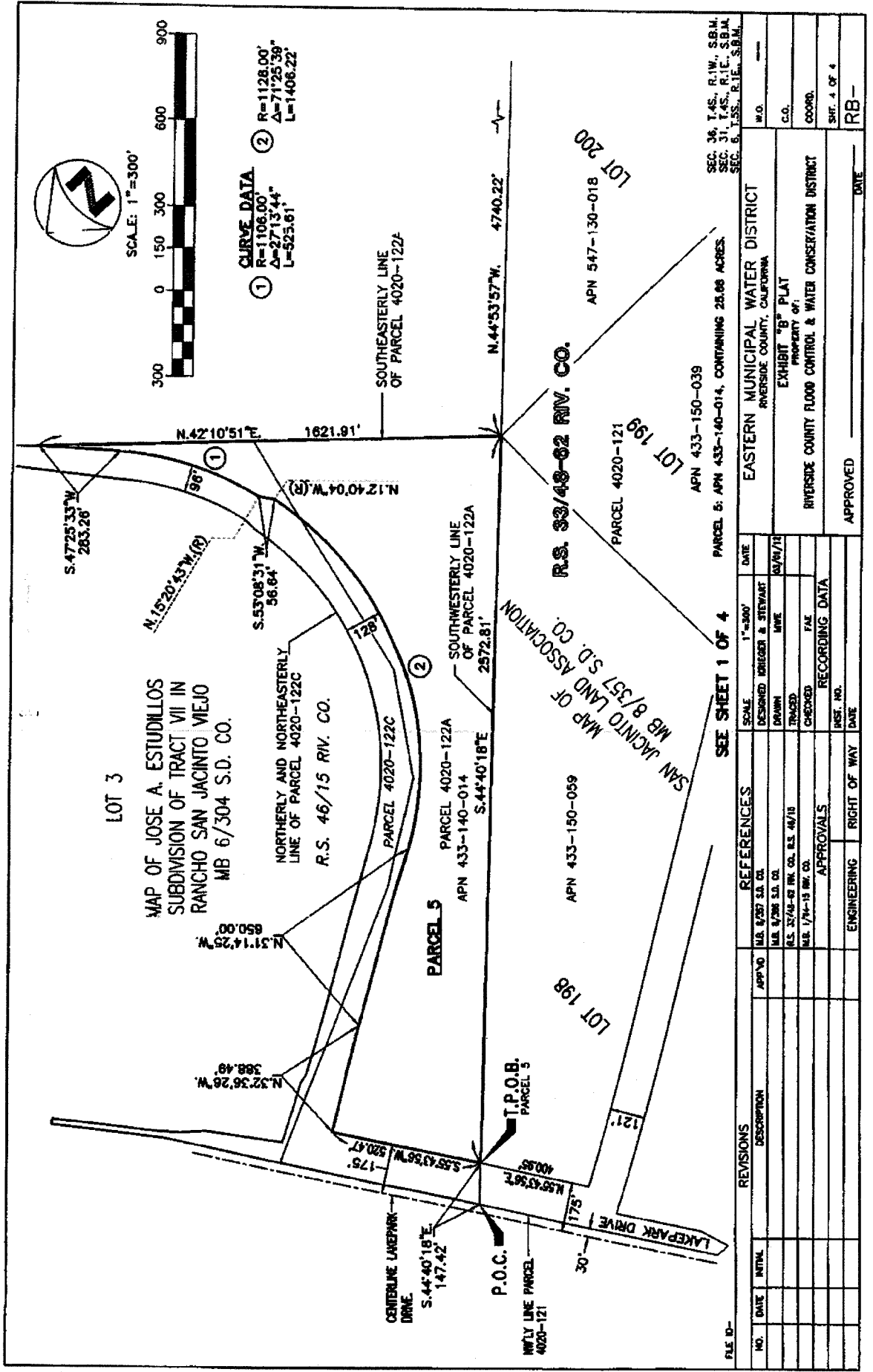
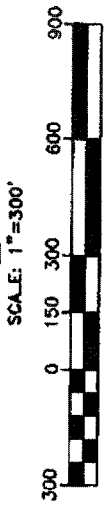


EXHIBIT "D" DEPICTION



CURVE DATA
 (1) R=1106.00'
 Δ=27°13'44"
 L=523.61'
 (2) R=1128.00'
 Δ=71°25'39"
 L=1406.22'



SEC. 36, T.4S., R.1W., S.B.M.
 SEC. 31, T.4S., R.1E., S.B.M.
 SEC. 6, T.5S., R.1E., S.B.M.

EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA
EXHIBIT "B" PLAT
 PROPERTY OF:
 RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

FILE NO.	NO.	DATE	REVISIONS	REFERENCES		APPROVALS		ENGINEERING	RIGHT OF WAY	DATE
				APPROV'D	DESCRIPTION	DATE	INITIALS			

SEE SHEET 1 OF 4
 SAN JACINTO LAND ASSOCIATION
 MAP OF
 MB 8/357 S.D. CO.
 R.S. 33/48-02 RIV. CO.
 APN 547-130-018
 LOT 200
 PARCEL 4020-121
 LOT 199
 APN 433-150-039
 PARCEL 5; APN 433-140-014, CONTAINING 28.88 ACRES.

RECORDING DATA
 INSTR. NO. _____
 DATE _____

APPROVED _____
 DATE _____
 RB-

EXHIBIT "C" LEGAL DESCRIPTION

EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
AREA 2

APN: 551-070-011
Property of: Riverside County Flood Control and
Water Conservation District

Legal Description

In an unincorporated territory of the County of Riverside, State of California, BEING A PORTION OF Tract X of the Partition of the Rancho San Jacinto Viejo, as described in Final Decree of the Superior Court of San Diego County, California, dated November 22, 1882 and as shown by map of said partition made under said decree, recorded December 8, 1882 in Book 43 at Page 161 of Deeds in the Official Records of San Diego County;

PARCEL 1

BEGINNING at the southeast corner of Parcel 4020-132 of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California;

THENCE along the north line of Parcel 4020-136A of said Record of Survey, North 89°58'12" East, a distance of 365.35 feet to the northeast corner thereof;

THENCE along the east line of said Parcel 4020-136A, South 00°31'29" West, a distance of 381.37 feet;

THENCE departing said east line, North 47°15'00" West, a distance of 268.11 feet;

THENCE North 02°32'54" West, a distance of 49.83 feet;

THENCE North 48°33'31" West, a distance of 118.38 feet;

THENCE South 69°48'10" West, a distance of 79.13 feet to a point on the southerly prolongation of the east line of said Parcel 4020-132;

EXHIBIT "C" LEGAL DESCRIPTION

APN: 551-070-011
Property of: Riverside County Flood Control and
Water Conservation District

THENCE along said southerly prolongation, North 00°08'12" East, a distance of 98.35 feet to the TRUE POINT OF BEGINNING.

Contains 1.71 acres, more or less.

PARCEL 2

BEGINNING at the northeast corner of Parcel 4020-136B as shown by Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California;

THENCE along the easterly line of said Parcel 4020-136B, South 26°35'32" East, a distance of 206.63 feet;

THENCE departing said easterly line, South 00°50'34" East, a distance of 163.43 feet;

THENCE South 75°39'01" West, a distance of 98.63 feet;

THENCE North 66°32'50" West, a distance of 143.09 feet;

THENCE North 49°08'31" West, a distance of 124.79 feet;

THENCE North 14°17'47" West, a distance of 70.05 feet;

THENCE North 40°26'35" West, a distance of 157.18 feet;

THENCE North 53°34'15" West, a distance of 78.00 feet to the north line of said Parcel 4020-136B;

THENCE along said north line, North 89°58'12" East, a distance of 408.32 feet to the TRUE POINT OF BEGINNING.

Contains 2.57 acres, more or less.

EXHIBIT "C" LEGAL DESCRIPTION

APN: 551-070-011
Property of: Riverside County Flood Control and
Water Conservation District

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Frederick A. Elliott, P.L.S. 4741

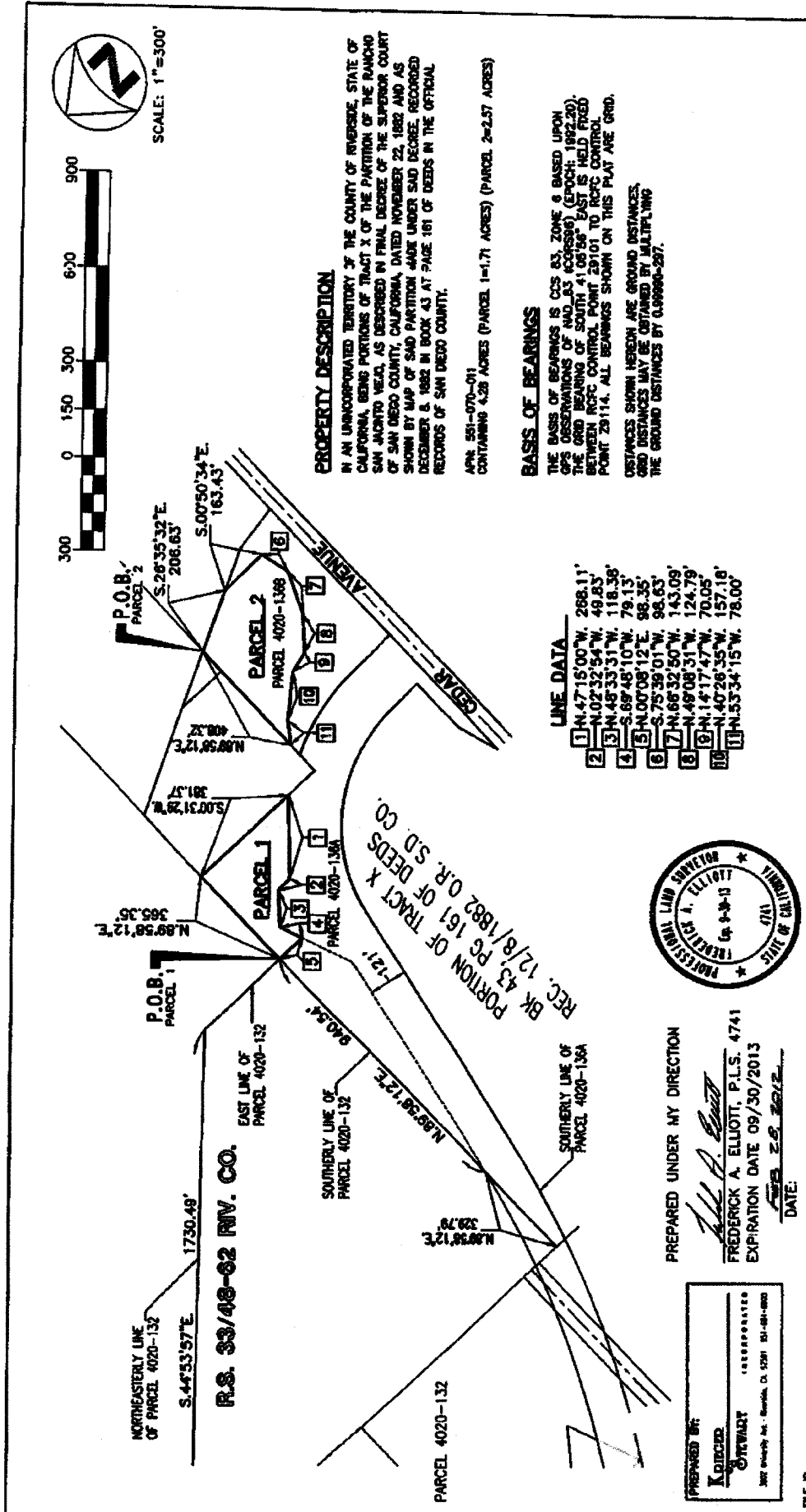
Date: Feb 6, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-N (2/3/2012)

EXHIBIT "D" DEPICTION



REC. 12/8/1882 O.R. S.D. CO.

PREPARED BY: **Frederick A. Elliott, P.L.S.**
 EXPIRATION DATE 09/30/2013
 DATE: **12/8/2012**

PROFESSIONAL LAND SURVEYOR
 FREDERICK A. ELLIOTT
 1111
 THE STATE OF CALIFORNIA

PREPARED UNDER MY DIRECTION
FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013
 DATE: **12/8/2012**

NO.	DATE	INITIAL	DESCRIPTION

SCALE	1"=300'	DATE
DESIGNED	ELLIOTT & STEWART	12/28/12
DRAWN	WMC	12/28/12
TRACED		
CHECKED		
APPROVALS		
ENGINEERING		
RIGHT OF WAY		
DATE		

REC. 5, T.S.S., R.I.E., S.B.M.

EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA

EXHIBIT "D" PLAT
 PROPERTY OF:
 RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

APPROVED _____ DATE _____

RB-

PROPERTY DESCRIPTION

IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF TRACT X OF THE PARTITION OF THE RANCHO SAN JACINTO W&A, AS DESCRIBED IN FINAL DECREE OF THE SUPERIOR COURT OF SAN DIEGO COUNTY, CALIFORNIA, DATED NOVEMBER 22, 1882 AND AS SHOWN BY MAP OF SAID PARTITION MADE UNDER SAID DECREE, RECORDED DECEMBER 8, 1882 IN BOOK 43 AT PAGE 161 OF DEEDS IN THE OFFICIAL RECORDS OF SAN DIEGO COUNTY.

APN 551-070-01
 CONTAINING 4.28 ACRES (PARCEL 1=1.71 ACRES) (PARCEL 2=2.57 ACRES)

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS CCS 83, ZONE 8 BASED UPON GPS OBSERVATIONS OF NAD 83 (CORRIGED) (EPOCH: 1992.20). THE GRID BEARINGS OF SOUTH POINT 291010 TO RCP CONTROL POINT 29114. ALL BEARINGS SHOWN ON THIS PLAN ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.99999-297.

R.S. 33/48-62 RIV. CO.

PREPARED BY:
Frederick A. Elliott
 SURVEYOR
 1111
 THE STATE OF CALIFORNIA

EXHIBIT C EASEMENT

single said conditions are and shall be covenants running with the land for the benefit of the grantor hereof, and for the benefit of each and all of the lots in said Tract and of the owners of such lots in said Tract and their respective successors, in interest, and the breach of any of said covenants and conditions or the continuance of any such breach may be enjoined, abated or remedied by any or either of such owners, their heirs, assigns or successors, in interest.

Provided, further, that each and all of the restrictions, conditions and covenants, contained in paragraphs First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eight, and Ninth, hereof shall in all respects terminate and end and be of no further effect, either legally or equitably, on or after January 1, 1935 it being understood, however, that any and all forfeiture, or reversions, or breach of any of said conditions committed or suffered prior to the termination of said restrictions shall be absolute.

There is reserved to the grantor, its successors and assigns, the exclusive right to lay and maintain any and all pipes for gas, water or other purposes on the said premises above described and to place and maintain telephone, telegraph and electric light posts, wire and conduits in and upon the rear five (5) feet of said property and along the side lines thereof.

If if a further condition hereof that the building restrictions and conditions subsequent as set forth herein apply to and bind only the property hereinabove described and conveyed and the owners thereof, and the grantor expressly reserves the right to make or apply the same or varying or different conditions and restrictions subsequent, or to omit the same entirely, respecting other lots in said Tract and/or other property by grantor.

Subject to all taxes for the year 1944 and 1945, and subsequent, to be paid by the Grantee.

TO HAVE AND TO HOLD to the said Grantees, as JOINT TENANTS, ~~XXXXXXXXXXXX~~

IN WITNESS WHEREOF, the said party of the first part has hereunto affixed its corporate name and seal by its President, and Secretary, thereunto duly authorized this first day of AUGUST, 1947.

IDYLLWILD TOURS IN PARK COMPANY,
By Frank A. Strong, President
By William G. Dickinson, Secretary

(C. n. P. R. - I. S. n. L.)
U.S. L. R. S. 55 Cancelled.

STATE OF CALIFORNIA)
County of Los Angeles.) ss.

ON this first day of AUGUST, in the year Nineteen Hundred and FORTY-SEVEN (1947) before me, Arthur S. Bruce, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Frank A. Strong, known to me to be the President, and William G. Dickinson, known to me to be the Secretary, of the IDYLLWILD MOUNTAIN PARK COMPANY, 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 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 above written.

Arthur S. Bruce
Notary Public in and for the said County
of Los Angeles, State of California.

(NOTARIAL SEAL)
My Commission expires March 3, 1948.

Received for record AUG 11, 1947, at 30 Min. past 9 o'clock A. M. at request of Riverside Title Company. Copied in Book No. 842 of Official Records, page 532, at seq., #1222 Records of Riverside County, California.

Fees \$2.30

Jack A. Ross, Recorder.

Compared; Copyist: L. Sierege

Compared; J. Good.

FRUITVALE MUTUAL WATER COMPANY)
TO) RIGHT OF WAY EASEMENT AND RIGHTS
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DIST.) TO THE RIVERSIDE COUNTY FLOOD
CONTROL AND WATER CONSERVATION DIST.

This INDENTURE made and entered into at San Jacinto, California, in the County of Riverside, on the 28 day of July, 1947, by and between FRUITVALE MUTUAL WATER COMPANY hereinafter called the Grantor, and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, organized and existing under and by virtue of the provisions of Chapter 1122, Statutes of 1945 (Deering's California General Laws, Act 6642, herein called the Grantee,

WITNESSETH:

Handwritten initials and scribbles in the right margin.

That the Grantor for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and also in consideration of the benefits to be derived as well as for other valuable consideration, does hereby grant to the Grantee, its successors and assigns, a perpetual easement and right for flood control and water conservation purposes, and all other purposes incidental thereto under the provisions of Chapter 1122, Statutes of 1945, in, under, over and across the following described property situated in the County of Riverside, State of California, to-wit:

SECTION 1

PARCEL 1. All that portion of farm lots, 65, 198, 199, and 200 of the Lands of the San Jacinto Land Association, as shown by map on file in the office of the County Recorder of the County of San Diego, State of California, in Book 8 of Maps, at page 157 thereof, lying northeasterly of East Main Street, as shown by map of the Kunkler Ranch Tract Addition, on file in the office of the County Recorder of the County of Riverside, State of California, in Book 8 of Maps, at page 51 thereof.

PARCEL 2. All that portion of lots 23, 24, and 25 of the resubdivision of H. T. Hewitt's Addition to San Jacinto, as shown by map on file in the office of the County Recorder of the County of San Diego, State of California, in Book 8 of Maps, at page 380 thereof, by metes and bounds, beginning at the south corner of said Lot 25, in the center of Mountain Avenue; thence North 45° east on the southeast boundary line of said lot 25, 1281.2 feet to the point of beginning; thence north 45° west, 55 feet; thence north 45° east, 135.08 feet; thence north 16° 19' west, 398.3 feet; thence north 23° 4' west, 107 feet; thence north 45° 59' west, 360 feet; thence north 36° 37' west, 1103.4 feet to the north boundary line of said lot 23; thence east, 1367.7 feet on the north boundary line of said lots 23 and 24 to the northeast corner of said lot 24; thence south 45° east, 496.6 feet on the northeasterly boundary line of said lots 24 and 25 to the east corner of said lot 25; thence south 45° west, 1456.44 feet on the southeast boundary line of said lot 25 to the point of beginning.

PARCEL 3. That portion of Blocks 116 1/2 and 117 of the lands of the Hemet Land Company, as shown by map recorded in the office of the County Recorder of the County of Riverside, State of California, in Book 1 of Maps, page 14 thereof, lying northerly, northeasterly, and easterly of a line described as follows:

Commencing at the intersection of the centerline of Washington Avenue and Mountain Avenue as shown on said map; thence south 63° 31' east, 1303.5 feet to the true point of beginning of the line to be described; thence from said true point of beginning north 69° 14' east, 749.3 feet; thence north 51° 19' west, 1463.8 feet to the northwest boundary line of Block 116 1/2 of said lands of the Hemet Land Company.

PARCEL 4. All of Blocks 117 1/2 of the lands of the Hemet Land Company, as shown by the map recorded in the office of the County Recorder of the County of Riverside, State of California, in Book 1 of Maps, Page 14 thereof.

PARCEL 5. That part of Tract 10 of the Rancho San Jacinto Viejo, as said Tract 10 is shown upon a map entitled "Partition of Rancho San Jacinto Viejo", made in partition proceedings of said Rancho, the final decree herein was dated November 22, 1882, and the certified copy thereof was, on December 2, 1882, recorded in the office of the County Recorder of the County of San Diego, in Book 43, page 161 of deeds, records of said County; the part of Tract 10 of said Rancho hereby conveyed being more particularly described as follows:

Commencing on the northeast corner of said Tract 10 of said Rancho, and running thence south along the boundary line between said Tract 10 and Tract 9 of said Rancho, 495 feet; thence west at right angles, 1320 feet; thence north at right angles, 495 feet; to the north line of said Tract 10; thence east along the north boundary line of said Tract 10, 1320 feet to the place of beginning:

EXCEPTING that portion described as follows:

Beginning 95 feet south of the northeast corner of said Tract 10 on the east line of said Tract 10; thence from said point of beginning running west at right angles, 890 feet; thence south at right angles, 400 feet; thence east at right angles to the east line of said Tract 10, 890 feet; thence north along the east line of said Tract 10, 400 feet to the point of beginning.

PARCEL 6. The northerly 95 feet of the north half of Lot 9 as shown upon a map entitled "The Fairview Tract" on file in the office of the County Recorder of the County of San Diego, State of California, in book 6 of Maps, at page 307 thereof.

PARCEL 7. The north half of Lot 8 as shown upon a map entitled "The Fairview Tract" on file in the office of the County Recorder of the County of San Diego, State of California, in Book 6 of Maps, at page 307 thereof;

EXCEPTING that portion described as follows:

Beginning 95 feet south of the northwest corner of said Block 8, and on the west line of said block 8; thence from said point of beginning east 130 feet; thence south 400 feet; thence west 130 feet to the west line of Block 8; thence north 400 feet to the point of beginning.

PARCEL 8. That portion of Lots 1, 2, 3, 4, 5, and 6 of the lands of the Fairview Land and Water Company as shown by that map of said land recorded in Map Book 6, page 307 thereof, recorder of San Diego County, State of California, lying northerly of the line described as follows:

21/2 =
4000 =
1275 =
2533/48 =
= 527

7-13 =
21/2 =
4000 =
21/2 =
4000 =
131 =
21/2 =
4 =
IN

Beginning at the intersection of the centerline of Cedar Street and the North-east boundary line of said Fairview Lands; thence from said point of beginning north 50° 45' west, 379.20 feet; along said boundary line; thence turning and running westerly through Lots 1, 2, 3, and 4 of the said Fairview Lands, by the following courses: North 73° 19' 30" west, 249.40 feet; thence west 275.90 feet; thence north 74° 58' 30" west 165.30 feet; thence north 86° 15' 30" west 145.76 feet to a point on the westerly line of Lot 1 of said Fairview Lands distance 363.84 feet north along said line from its intersection with the centerline of Cedar Avenue; thence north 86° 15' 30" west 130.49 feet; thence north 75° 17' 30" west 245.70 feet; thence north 66° 24' 30" west 181.60 feet; thence south 84° 46' west 127.35 feet to a point on the centerline of Fairview Avenue as shown upon said map distant 495.80 feet north of its intersection with the centerline of Cedar Avenue; thence south 84° 46' west 208.10 feet; thence south 72° 13' west 476.43 feet to a point on the westerly line of Lot 3 of said Fairview Lands distant 331.31 feet north along said line from its intersection with the centerline of Cedar Avenue; thence south 72° 13' west 130.27 feet; thence south 82° 53' west 163.74 feet; thence south 67° 01' west 349.83 feet to a point on the westerly line of Lot 4 of said Fairview Lands distant 113.10 feet north along said line from its intersection with the centerline of Cedar Avenue; thence south 67° 01' west 59.77 feet; thence south 83° 17' west 257.00 feet; thence north 83° 14' west 351.56 feet to a point on the westerly line of Lot 5 of said Fairview Lands distant 124.50 feet north along said line from its intersection with the centerline of Cedar Avenue; thence north 83° 04' west 106.74 feet; thence north 77° 36' west 323.60 feet; thence north 83° 10' west 240.60 feet to a point of ending on the centerline of Chicago Avenue as shown upon said map distant 235.50 feet north along said line from its intersection with the centerline of Cedar Avenue.

The easement and rights herein granted shall include, but are not limited to the right of the Grantee to construct, reconstruct, inspect, maintain and repair any channel or channels, protection works, and appurtenant structures for any of the purposes for which said Grantee District was created under provisions of the Statute of California hereinabove mentioned, and the right of ingress and egress to and from said easement or over and across the real property first above described to deposit tools, implements and other materials thereon and to take from said property described in said easement and use earth, rock, sand and gravel for the purpose of excavating, widening, deepening and otherwise rectifying any channel or channels and for the construction, maintenance and repair of embankments, protection works, and appurtenant structures by the said Grantee, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for flood control and water conservation purposes and for any purposes for which said District was created by the Legislature of California.

The grantor herein reserves to themselves and their successors in interest the right at any and all times, and from time to time, to construct and maintain over and through said right of way any and all water and/or gas conduits, transmission lines, roads, or other structures, which shall not unreasonably interfere with the uses herein prescribed for the Grantee; each of which reserved rights shall be and remain a continuing right which may be exercised by the Grantor at any time and from time to time, and the exercise of any such right shall never impair the power of the Grantor to again exercise any such right.

The covenants and conditions herein stated shall inure to the benefit of and be binding upon the respective successors and assigns of the Grantor and the Grantee.

IN WITNESS WHEREOF, these presents are signed and executed this 28th day of July, 1947.

Fruitvale Mutual Water Co.
Roger W. Bruce, Pres.
David Brockie, Sec.

WITNESS: (CORPORATE SEAL)

STATE OF CALIFORNIA,)
County of Riverside.) ss.

ON THIS 28th day of July, A. D., 1947, before me, Frances A. Sommers, a Notary Public in and for the said County and State, personally appeared Roger W. Bruce, President, and David Brockie, Secretary, known to me (or proved to me on the oath of), to be the President and Secretary of the Fruitvale Mutual Water Company, the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein 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.

Frances A. Sommers
Notary Public in and for
said County and State.

(NOTARIAL SEAL)

My Commission expires Oct. 24, 1948.

Resolution; Moved by Mr. Bruce seconded by Mr. Cook at a regular meeting of the Board of Directors of the Fruitvale Mutual Water Co. held July 16, 1947, that the President and Secretary be authorized to sign the Grant of Right of Way, Easement and rights to the Riverside County Flood Control and Water Conservation District, dated July 16, 1947, over a portion of land included in farm Lots 65, 108, 199, and 200 of Lands of the San Jacinto Land Association and Lots, 23, 24, and 25, of the resubdivision of H. T. Hewitt's addition to San Jacinto, and blocks 116, and 117 of the lands of the Hemet Land Co; and block 117 of the Hemet Lands Co., and a part of Tract 10 of the Rancho, San Jacinto Viejo; and a portion of Lots, 9, of the Fairview Tract; and a portion of lots, 1, 2, 3, 4, 5, and 6 of the Fairview Land and Water Co. All of the lands described above designated as parcels 1 to 8 inclusive in said agreement, to be used for Flood Control and Water Conservation purposes. Motion carried.

The above is an exact copy of the resolution passed by the Fruitvale Mutual Water Co., Board of Directors, as recorded in the minutes of the regular meeting held July 16, 1947.

Signed:
David Brockie
Secretary

RESOLUTION OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT ACCEPTING GRANT OF RIGHT OF WAY EASEMENT
AND RIGHTS FACT

Fruitvale Mutual Water Company

(San Jacinto River - Upstream of Soboba Bridge)

Upon action of Supervisor Weirick, seconded by Supervisor Hill, and duly carried, the following resolution was adopted, to-wit:

BE IT RESOLVED, this 8th day of August, 1947, by the ex officio the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, County of Riverside, State of California, that that certain Grant of Right of Way Easement and rights, dated July 20th, 1947, executed by FRUITVALE MUTUAL WATER COMPANY to the Riverside County Flood Control and Water Conservation District, County of Riverside, State of California, be, and it is hereby accepted, and

BE IT FURTHER RESOLVED, that a copy of this resolution be attached to said Grant of Right of Way Easement and rights, and that the same be recorded in the office of the County Recorder of the County of Riverside, California, and filed in the records of this Board.

WITNESSETH:

CLERK OF RIVERSIDE COUNTY

G. A. PIQUERRE, County Clerk and ex officio Clerk of the Board of Supervisors of Riverside County Flood Control and Water Conservation District, hereby certify the foregoing to be a full, true and correct copy of the resolution accepting the Grant of Right of Way Easement and Right attached hereto and entered on the 8th day of August, 1947, in Book 1 of Minutes, at page 120 thereof, records of Riverside County Flood Control and Water Conservation District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of August, 1947.

(BOARD OF SUPERVISORS SEAL)

G. A. PIQUERRE, Clerk
By Arna E. Gurch, Deputy.

Received for record AUG 13, 1947, at 20 Min. past 1 o'clock P. M., at request of County Clerk. Copied in Book No. 242 of Official Records, page 524, et seq., records of Riverside County, California.

Fees None

Jack A. Ross, Recorder.
By Alene Waldron, Deputy Recorder.

Compared; Copyist I. Sieraga

Comparer: J. Good.

J. VARNOR MILLER, ET AL)

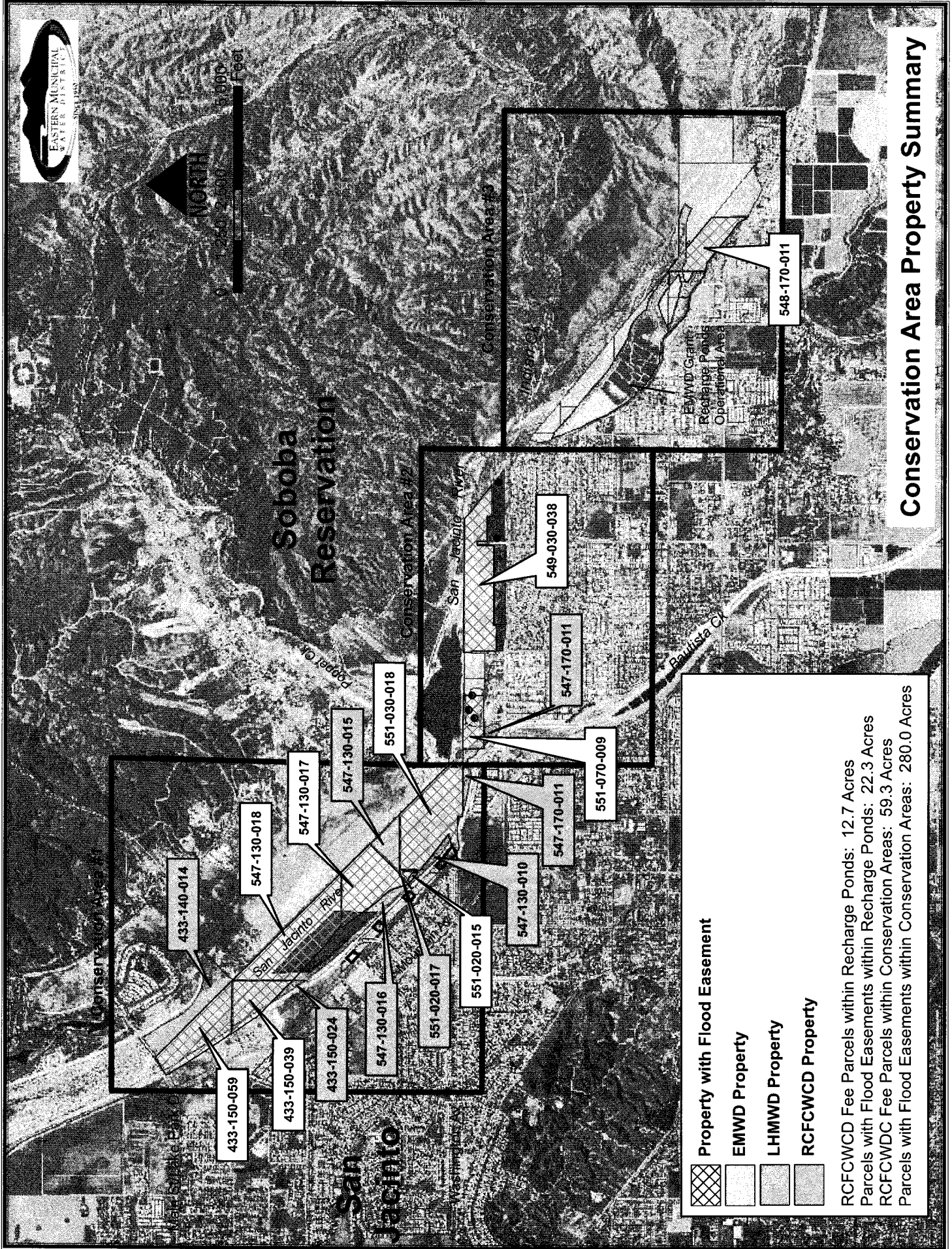
10

CITY OF RIVERSIDE)

EASEMENT

THIS INSTRUMENT, Made this 20th day of June, 1947, by and between J. VARNOR MILLER and CLAYE V. MILLER, husband and wife, party of the first part (which designation when used herein includes both the singular and the plural) and the CITY OF RIVERSIDE, party of the second part.

WITNESSETH: That in consideration of the sum of One Dollar lawful money of the first part to the said party of the first part in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, said party of the first part does by these presents grant unto the said party of the second part, its successors and assigns, an easement and right-of-way for the laying and maintenance of water lines, pipes, appurtenances



**Soboba
Reservation**

Conservation Area Property Summary

	Property with Flood Easement
	EMWD Property
	LHMWD Property
	RCFCWCD Property

RCFCWCD Fee Parcels within Recharge Ponds: 12.7 Acres
 Parcels with Flood Easements within Recharge Ponds: 22.3 Acres
 RCFCWCD Fee Parcels within Conservation Areas: 59.3 Acres
 Parcels with Flood Easements within Conservation Areas: 280.0 Acres

EXHIBITS E&F

(Legal Description and Depiction of LHMWD Property)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "E" LEGAL DESCRIPTION

EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 2B

APNs: 549-030-036, 037, 074, and 075
Grantor: Lake Hemet Municipal Water District

Legal Description

In an unincorporated territory of the County of Riverside, State of California, lying in Section 4 and Section 5, Township 5 South, Range 1 East, San Bernardino Meridian, more particularly described as follows:

Lots 1, 2, 3, 4, 5, and 6 of Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, in the Office of the County Recorder of San Diego County, California.

Together with that portion of Cedar Avenue adjacent to said Lots 3, 4, 5, and 6 as vacated by Resolution of the Riverside County Board of Supervisors, a certified copy of which was recorded October 13, 1943 in Book 602, Page 105, Official Records of Riverside County, California.

Also together with the west 5.00 feet of Bethlam Avenue (formerly Fairview Avenue) adjacent to said Lot 3 and the east 5.00 feet of said Bethlam Avenue (formerly Fairview Avenue) adjacent to said Lot 2 as vacated by Resolution of the Riverside County Board of Supervisors, a certified copy of which was recorded October 10, 1956 in Book 1984, Page 127, Official Records of Riverside County, California.

Excepting from said Lot 6 that certain parcel of land subject to a Grant of Easement to the County of Riverside by deed recorded July 13, 2001 as Instrument Number 2001-324691, Official Records of Riverside County, California.

Also excepting from said Lot 3 that certain parcel of land subject to a Declaration of Dedication to said County of Riverside by deed recorded August 16, 2001 as Instrument Number 2001-393112, Official Records of Riverside County, California.

Also excepting from said Lot 1 that certain parcel of land more particularly described as follows:

COMMENCING at the southeast corner of said Lot 1, said corner being on the north right-of-way line of Cedar Avenue (30 foot half width);

THENCE along the northeast line of said Lot 1 and said Fairview Tract, North 50°45'00" West, a distance of 227.20 feet to Point "A" and the TRUE POINT OF BEGINNING;

EXHIBIT "E" LEGAL DESCRIPTION

APNs: 549-030-036, 037, 074, and 075
Grantor: Lake Hemet Municipal Water District

THENCE departing said northeast line, North 90°00'00" West, a distance of 75.00 feet;
THENCE South 00°00'00" West, a distance of 75.00 feet;
THENCE North 90°00'00" East, a distance of 75.00 feet;
THENCE North 00°00'00" East, a distance of 75.00 feet to the TRUE POINT OF BEGINNING.

Also excepting from said Lot 2 and said vacated east 5.00 feet of Bethlam Avenue that certain parcel of land more particularly described as follows:

COMMENCING at the intersection of the north right-of-way line of said Cedar Avenue (30 foot half width) with the east right-of-way line of said Bethlam Avenue (45 foot half width);

THENCE along said east right-of-way line, North 00°00'00" East, a distance of 61.40 feet to Point "B" and the TRUE POINT OF BEGINNING;

THENCE continuing along said east right-of-way line, North 00°00'00" East, a distance of 150.00 feet;

THENCE departing said east right-of-way line, North 90°00'00" East, a distance of 150.00 feet;

THENCE South 00°00'00" East, a distance of 150.00 feet;

THENCE North 90°00'00" West, a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

Contains 24.60 acres more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Frederick A. Elliott, P.L.S. 4741

Date: MARCH 13, 2012

Expiration Date: 09/30/2013



MWE/igm
LEGAL/491-40P33-T (3/13/2012)

EXHIBIT "F" DEPICTION

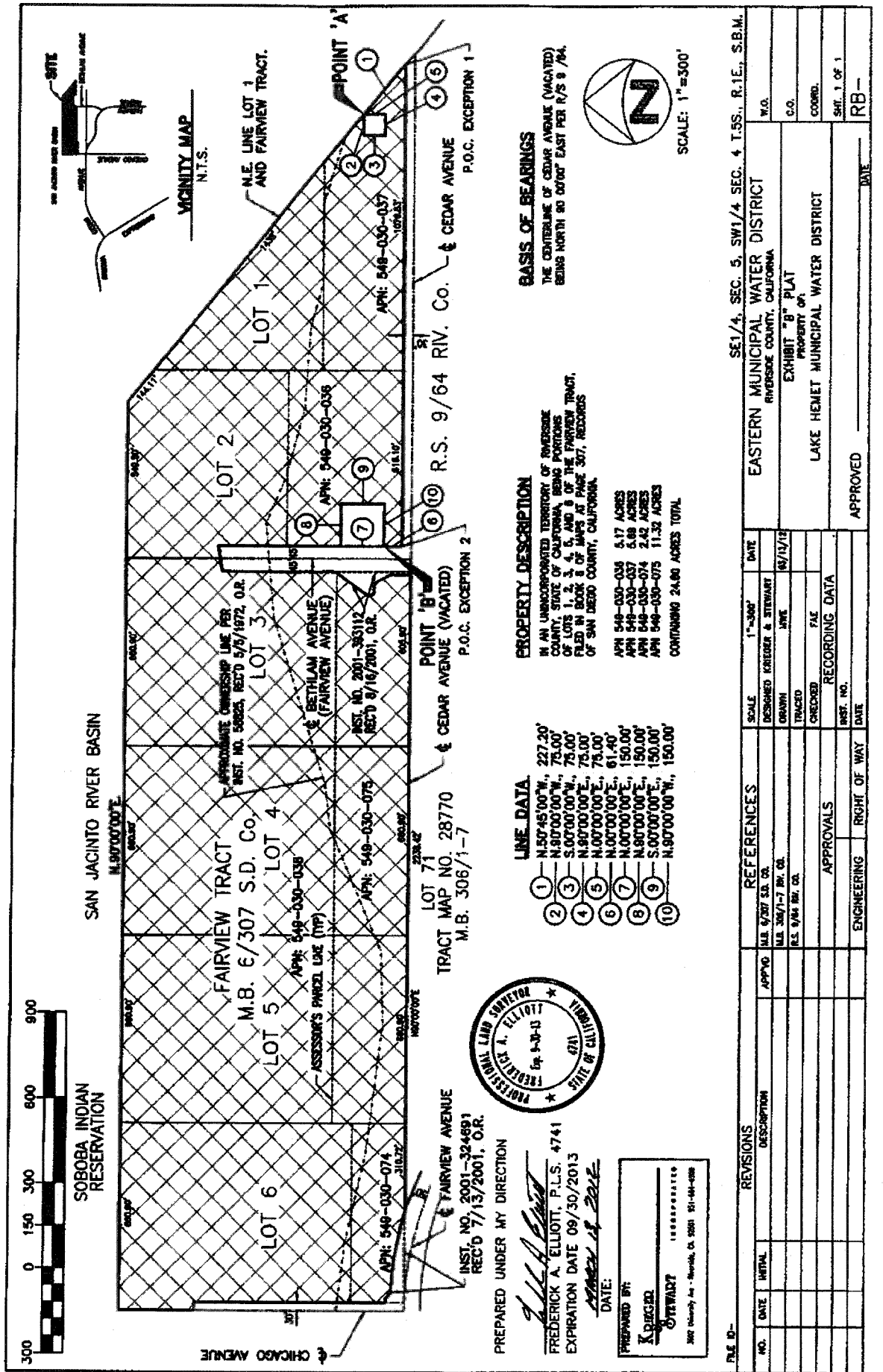


EXHIBIT G
(Conservation Easement)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Western Riverside County
Regional Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside CA 92502-1667
Attn: Executive Director

Exempt from recording fee
(Gov. Code, §§ 6102 & 27383)

MSHCP APNs: 551-020-016, 433-150-059, 547-130-073, 547-130-071, 551-020-027, 547-130-072, 547-130-017,
551-020-007, 551-030-019, 551-030-018, 551-020-015, 547-130-018, 433-150-039, 549-020-015, 549-020-016,
549-030-038, 551-070-009, 547-150-008, 549-030-046, 548-180-013, 548-170-011, 548-020-009, 548-140-017,
548-150-012, 547-170-001, 549-030-047, 548-030-002, 548-060-006

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ___ day of _____ 2012, by the Eastern Municipal Water District, a California municipal water district, ("Grantor"), in favor of the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a joint powers authority and a public agency, ("Grantee" or "RCA"), with reference to the following facts:

RECITALS

A. Grantor is the owner of that certain real property in the Cities of Hemet and San Jacinto, and the County of Riverside, State of California, commonly referred to as the Hemet/San Jacinto Integrated Recharge and Recovery Program (the "**Project**").

B. Grantor is the sole owner in fee simple of those portions of the Project legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated by this reference (the "**Property**"), which consists of approximately 438 acres.

C. The Property provides, among other things, mitigation for certain impacts of the construction and operation of the Project pursuant to requirements of (1) Santa Ana Regional Water Quality Control Board's ("**Regional Board**") Section 401 Water Quality Certification - Project Number 332007-09 and amendments ("**401 Certification**"); (2) Condition 17 of the California Department of Fish and Game's (the "**Department**") Streambed Alteration Agreement No. 1600-2007-0033-R6 (Revision 2) dated January 25, 2012 and amendments ("**Streambed Alteration Agreement**"); (3) the United States Army Corps of Engineers' ("**ACOE**") Section 404 Permit No. 200401197-JEM, amendments thereto ("**404 Permit**") and Conservation Measures 1, 2 and 3 of the United States Fish and Wildlife Service's ("**USFWS**") Biological Opinion FWS-WRIV-08B0106-12F0045 dated December 23, 2011 ("**Biological Opinion**").

D. The Property possesses wildlife and habitat values (collectively, “**Conservation Values**”) of importance to Grantee and the people of the State of California which are consistent with the habitat conservation purposes of the Western Riverside County Multiple Species Habitat Conservation Plan (“**MSHCP**”);

E. Parcels shown on Exhibit E within the Property are subject to and encumbered by certain easements granted in 1947 in favor of the Riverside County Flood Control and Water Conservation District (“**Flood Control**”) necessary for flood control purposes (“**Flood Control Easements**”). Grantee and Grantor acknowledge that Flood Control has prior rights within these parcels and this Conservation Easement shall be subject to the existing rights already granted to Flood Control.

F. Grantee is authorized to hold conservation easements pursuant to Civil Code Section 815.3. Specifically, Grantee is an entity identified in Civil Code Section 815.3 and otherwise authorized to acquire and hold title to real property; and

G. Grantee agrees by accepting this grant to honor the intentions of Grantor to preserve and protect in perpetuity the Conservation Values of the Property in accordance with the terms of this Conservation Easement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the State of California, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily CONTRIBUTES, GRANTS and CONVEYS to Grantee a conservation easement in perpetuity over and across the Property of the nature and character and to the extent hereinafter set forth (“**Conservation Easement**”). This Conservation Easement shall run with the land and be binding on Grantor’s heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Property or any portion of it.

1. **Definitions.** Any capitalized term not otherwise defined herein shall carry the same meaning and definition as that term is used and defined in the MSHCP.

2. **Purpose.**

a. The purpose of this Conservation Easement (“**Purpose**”) is to ensure that the Property will be retained in perpetuity in a natural condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property, provided that it does not interfere with the Flood Control Easements, so long as Flood Control maintenance activities are covered pursuant to a Memorandum of Understanding or other agreement with the California Department of Fish and Game as specified in the MSHCP (“**Natural Condition**”). Grantor intends that this Conservation Easement will confine the use of the Property to those activities that are consistent with the requirements of the MSHCP. Except as specifically stated herein, Grantor warrants that no other easement presently encumbers the Property. Grantor and Grantee also understand and agree that this Conservation Easement will be recorded in the official records of Riverside County, California.

b. Except for Grantor's facilities described herein, Grantor represents and warrants that to Grantor's actual knowledge, without investigation or inquiry, there is no structure or improvement existing on the Property at the time this grant is executed. Grantor further represents and warrants that to Grantor's actual knowledge, without investigation or inquiry, there are no other previously granted easements existing on the Property that interfere or conflict with the Purpose of this Conservation Easement as evidenced by the Final Order of Condemnation attached at **Exhibit "C."** To the Grantor's actual knowledge, without investigation or inquiry, the current Natural Condition is evidenced in part by the depiction of the Property attached on **Exhibit "D"**. Grantor has delivered to Grantee the following: (1) a color aerial photograph of the Property at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Property boundaries on such aerial photograph; and (3) on-site color photographs showing all man-made improvements or structures that Grantor is actually aware of and the major, distinct natural features of the Property.

c. Notwithstanding anything to the contrary set forth in subsection (b) above, the Grantor shall have no liability with respect to any failure to advise Grantee of any prior rights holder with respect to the Property or the condition of the Property and Grantee waives any claim or action against Grantor in connection with the foregoing. Grantee hereby covenants and agrees that it is relying entirely on its own investigation on the Property with respect to liens and encumbrances in connection with the Property (recorded and unrecorded) and the condition thereof including structures and improvements thereon.

3. Responsibility for Mitigation. The Parties explicitly agree that any mitigation for activities of Grantor that is not the express obligation of Grantee pursuant to this Conservation Easement, and any other mitigation set forth in any Section 404 Permit, Biological Opinion, 401 Certification, Streambed Alteration Agreement, Habitat Mitigation and Monitoring Plan, and/or any other regulatory permits (collectively, "Permits"), remains solely and entirely Grantor's responsibility.

4. Grantee's Rights. To accomplish the Purpose of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee or its designee:

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for other purposes by Grantee or its designees, and
- c. To enter upon the Property to carry out activities consistent with the MSHCP, in excess of any management that is provided by the Grantor. Grantee's activities shall be consistent with the MSHCP requirements, and shall not, in any way whatsoever, interfere with the Flood Control Easements or otherwise interfere with Flood Control's ability to operate and maintain the Property subject to its prior rights, so long as Flood Control maintenance activities are covered pursuant to a Memorandum of Understanding or other agreement with the California Department of Fish and Game as specified in the MSHCP;

d. To restrict access to portions of the Property as reasonably necessary to protect habitat which is used for sensitive activities such as breeding or nesting, provided, however, that Grantee shall limit such restrictions to those specific areas where use of the Property would adversely effect such activities and only during such time periods or seasons when such activities occur and provided that such restrictions shall not interfere with activities or uses associated with prior flood control rights granted to the Flood Control.

e. To prevent any activity on, or use of, the Property that is inconsistent with the Purpose of this Conservation Easement or the MSHCP and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Conservation Easement or the MSHCP;

f. All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property;

g. All present and future development rights; and

h. The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement; and

5. Prohibited Uses. Except for Flood Control Easements and the rights reserved by Grantor pursuant to Section 8 below, any activity on or use of the Property inconsistent with the Purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's guests, agents, assigns, employees, representatives, volunteers, successors and third parties, are expressly prohibited on the Property except as otherwise provided herein or unless specifically provided for in the Biological Opinion or any federal or state regulatory permits:

a. All activities and uses which may adversely affect the Purpose of this Conservation Easement;

b. Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

c. Depositing or accumulation of soil, trash, ashes, refuse, waste, bio solids or any other materials;

d. Planting, introduction or dispersal of non-native or exotic plant or animal species; and

e. All activities and uses that are otherwise inconsistent with the purposes of the MSHCP.

f. No use shall be made of the Property, and no activity thereon shall be permitted that is or is likely to become inconsistent with the Purpose of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future

occurrences affecting the Purpose of this Conservation Easement. Grantee, therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Conservation Easement.

6. Grantor's Duties. To accomplish the Purpose of this Conservation Easement as described in Section 2, Grantor, its successors and assigns shall:

a. Undertake all actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 4 of this Conservation Easement;

b. Comply with the terms of this Conservation Easement and cooperate with Grantee in the protection of the Conservation Values;

c. Repair and restore damage to the Conservation Easement directly caused by Grantor, Grantor's guests, representatives, employees or agents, and third parties;

7. Grantee's Duties. To accomplish the Purpose of this Conservation Easement as described in Section 2, Grantee, its successors and assigns shall perform "Baseline Management" as described in Section 20.

8. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement, including, but not limited to, the following uses:

a. Covered Activities. Any covered activity listed in the Biological Opinion and MSHCP, including, without limitation, (1) the right of Grantor to construct, reconstruct, use, operate, maintain, repair and replace a well and appurtenances thereto, along with the right of ingress and egress thereto, and (2) the right of Grantor to construct, reconstruct, use, operate, maintain, repair and replace recharge ponds and water pipelines and related appurtenances.

b. Access. Access through the Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement or that are required under the Permits. The right contained herein shall include the right to construct, reconstruct, use, operate, maintain, repair and replace pipeline(s) over, across, under, along and on existing roads or such roads (existing and future) shown in the Permits and the MSHCP.

c. Habitat Enhancement Activities. Creation and enhancement of native plant communities, including the right to plant native shrubs on the Property, so long as such activities do not materially harm the habitat types identified in the Permits. For purposes of preventing erosion and reestablishing native vegetation, the Grantor shall have the right, but not the obligation, to revegetate areas that may be damaged by the permitted activities under this Section 8 or naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Property. Prior to any habitat enhancement activities, Grantor shall

submit detailed plans to the USFWS and the Department for review and approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

d. Vegetation, Debris, and Exotic Species Removal. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

e. No Interference with Development of Adjoining Property. Notwithstanding anything set forth herein to the contrary, nothing in this Conservation Easement is intended nor shall be applied to in any way limit Grantor or any of Grantor's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Project not constituting the Property and/or (2) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1) and (2) neither such activity nor any effect resulting from such activity amounts to a use of the Property, or has an impact upon the Property, that is prohibited by Section 5 above.

f. Fire Protection. The right to maintain firebreaks (defined as a strip of thinned or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire. All other brush management activities shall be limited to areas outside the Property.

9. Grantee's Remedies. If Grantee determines that Grantor or any successor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within thirty (30) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation by Grantor of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefore, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 9 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justifiable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

a. Costs of Enforcement. Any costs incurred by Grantee where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

b. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

c. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from:

(i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or

(ii) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Property resulting from such causes; or

(iii) acts by Grantee or its employees, directors, officers, agents, contractors, or representatives; or

(iv) Acts of third parties (including any governmental agencies) that are beyond Grantor's control.

Notwithstanding the foregoing, Grantor must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

10. Access. This Conservation Easement does not convey a general right of access to the public or any future resident or owner of the Property or any adjacent landowners or a general right of access to the Property. Access to the Property shall be extremely limited.

11. Costs and Liabilities. Grantor, its estates, successors, and assigns, remain solely responsible for obtaining and complying with any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local, and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Grantor, its invitees, agents, contractors, consultants, heirs, estates, successors, and assigns, retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property except those specifically accepted by Grantee under this Conservation Easement. Grantee shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property, except as set forth with particularity herein.

12. No Hazardous Materials Liability. Grantor represents and warrants that it has no knowledge of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Property.

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

a. The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or

b. The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

c. The obligations of a responsible person under any applicable Environmental Laws; or

d. The right to investigate and remediate any Hazardous Materials associated with the Property; provided, however, that the Grantee retains the right to enforce the obligations of the Grantor under this Conservation Easement; or

e. Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that Grantor's activities upon and use of the Property will comply with all Environmental Laws.

13. Hold Harmless.

a. Grantor, its successors and assigns shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors, and representatives (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgment, including without limitation, reasonable attorneys' fees, arising from or in any way connected with (1) injury to or the death of any person, or physical damages to any property, resulting from any act or omission of Grantor, related to or occurring on or about the Property, (2) Hazardous Materials (as defined herein) deposited on the Property by Grantor provided that the foregoing indemnity shall be inapplicable due to Claims (as defined herein) due to negligence, intentional acts or willful misconduct of any of the Indemnified Parties.

If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to Grantee or reimburse the Grantee for attorneys fees and for all charges incurred for services of the Attorney General or the U.S. Department of Justice in defending the action or proceeding.

b. Grantee, its successors and assigns shall hold harmless, indemnify, and defend Grantor and its directors, officers, employees, agents, contractors, volunteers and representatives (collectively, "Grantor Indemnified Parties") from and against any and all Claims, arising from or in any way connected with (1) injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property arising out of an act, failure to act or neglect by

Grantee or its employees, directors, officers, agents, contractors, volunteers or representatives;
(2) Hazardous Materials (as defined herein) deposited on the Property by Grantee provided that the foregoing indemnity shall be inapplicable to a Grantor Indemnified Party with respect to any Claim due to the negligence, intentional acts or willful misconduct of the Grantor Indemnified Parties, or any of them.

If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel reasonably acceptable to Grantor or reimburse the Grantor for attorneys fees and for all charges incurred for services of an attorney or attorneys in defending the action or proceeding.

14. Taxes; No Liens. Grantor, its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Notwithstanding the foregoing, Grantee understands and acknowledges that Grantor is a public agency and as such is not obligated to pay taxes and assessments with respect to the Property. Grantor, its successors and assigns shall keep Grantee's interest in the Property free from any liens, including those arising out of any obligations incurred by Grantor or any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property. Acceptance of this Conservation Easement is subject to Grantee's approval, in its sole discretion, of the title report of the Property provided by the Grantor.

15. Liens Subordinated. Grantor represents that as of the date of this grant, there are no liens or mortgages outstanding against the Property. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any subsequent lien or other interest in the Property.

16. Condemnation. The Purpose of the Conservation Easements are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700. Nevertheless, if the Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation in accordance with applicable law.

17. Subsequent Transfers.

a. By Grantee.

(i) This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and delegate obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 and Government Code Section 65965 (or any successor provision then applicable) and only with the prior written approval of the Grantor;

(ii) Grantee shall require the assignee to record the assignment in the county where the Property is located; and

(iii) Unless otherwise agreed by Grantor and Grantee, along with such transfer of this Conservation Easement, Grantee shall transfer any funds remaining in the Endowment established under this Conservation Easement, after deducting reasonable costs of transfer and the cost of satisfying all outstanding contracts and obligations.

b. By Grantor.

(i) The covenants, conditions, and restrictions contained in this Conservation Easement are intended to and shall run with the land and bind all future owners of any interest in the Property. Grantor, its successor or assign agrees to (i) incorporate by reference to the title of and the recording information for this Conservation Easement in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. Grantor, its successor and assign agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor, its successor or assign to perform any act provided in this Section 17 shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

(ii) From and after the date of any transfer of all or any portion of the Property by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder except for any obligations pursuant to Section 23.h, and (iv) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

18. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor: Eastern Municipal Water District
2270 Trumble Road
P.O. Box 8300
Perris, CA 92572-8300
Attn: General Manager

With a Copy to: Gerald D. Shoaf
Redwine and Sherrill
1950 Market St.
Riverside, CA 92501
(951) 684-2520

To Grantee: Western Riverside County
Regional Conservation Authority

3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, California 92502-1667
Attn: Executive Director
(951) 955-9700

With a Copy to:

Best Best & Krieger LLP
3750 University Avenue, Suite 400
P.O. Box 1028
Riverside, CA 92502-1028
Attn: Michelle Ouellette
(951) 686-1450

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

19. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and with the written consent of the USFWS. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Riverside County, State of California.

20. Long-Term Maintenance. In addition to the other terms contained herein, Grantee shall be responsible for the ongoing maintenance/repair of the Property, referred to as "Baseline Management." Such Baseline Management shall consist of the following activities:

a. The Baseline Management for the Property shall become part of the MSHCP Conservation Area and as such, RCA will provide annual habitat management oversight on the property pursuant to Section 5.2 of the MSHCP. The RCA shall maintain the biological values on the site to the best of its ability given the preexisting rights referenced in Recital E herein, which currently support Riversidian alluvial fan sage scrub and associated upland habitats. The habitats on the Property also currently supports known populations of San Bernardino kangaroo rat ("SBKR"), which the RCA shall manage in accordance with the SBKR-specific requirements in MSHCP Table 5-2.

b. The main responsibilities of the RCA for the Property will be:

- (i) Employ reasonable methods to control unauthorized public access;
- (ii) Annual maintenance of habitat notification signs, fencing and gates;
- (iii) Annual removal of trash or other man-made debris;

(iv) Manage fuel loads for fire suppression pursuant to Section 6.4 of the MSHCP;

(v) Other standard habitat management measures detailed in Section 5.2 of the MSHCP.

c. Vegetation Management.

(i) RCA will be responsible for implementing Condition #3 of the December 23, 2011 Biological Opinion.

(ii) Except for the Baseline Management detailed in Section 20(a) and (b) above and the Vegetation Management in this Section 20(c), EMWD is responsible for any and all terms and conditions of the Permits and the related Section 7 consultation/Biological Opinion.

Section 20 of this Conservation Easement is intended to be consistent with Section 6 of the Cooperative Agreement By, Between and Among the Eastern Municipal Water District, the Lake Hemet Municipal Water District, the Riverside County Flood Control and Water Conservation District and the Western Riverside County Regional Conservation Authority dated , 2012 (“Cooperative Agreement”). In the event of any conflict between this Section 20 and Section 6 and 7 of the Cooperative Agreement, Section 6 and 7 of the Cooperative Agreement shall control.

21. Endowment. Grantor shall donate funds to RCA in an amount set forth pursuant to the Cooperative Agreement to be used for the purposes set forth in the Cooperative Agreement and this Conservation Easement. Said Endowment shall be deposited in Escrow and released to RCA upon the Close of Escrow. Pursuant to Resolution 08-006, unused funds generated by the Endowment in a current year may be used in subsequent years.

22. Recordation. Grantor shall promptly record this instrument in the official records of Riverside County, California and immediately notify the Grantee through the mailing of a conformed copy of the recorded easement.

23. General Provisions.

a. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to effect the Purpose of this Conservation Easement and the policy and purpose set forth in California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Change of Conditions. If one or more of the Purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Conservation Easement.

d. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

e. Entire Agreement. This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 19.

f. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

g. Successors and Assigns. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

h. Termination of Rights and Obligations. Provided the transfer was consistent with the terms of this Conservation Easement, a party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Property (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

j. Exhibits. All Exhibits referred to in this Easement are attached and incorporated herein by reference.

k. Warranty. Grantor represents and warrants that, except as disclosed in writing to Grantee by Grantor: (1) to the best of Grantor's knowledge there are no leases, licenses, or other agreements granting any person or persons the right to use or occupy the Property or any portion thereof that have not been identified and referenced in this Conservation Easement; (2) to the best of Grantor's knowledge, and except as expressly disclosed in writing to

Grantee by Grantor, (i) there are no apparent or latent defects in or on the Property and (ii) Grantor is not aware of any failure of the Property to be in full compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property; (3) to the best of Grantor's knowledge, there are no pending or, to the best of Grantor's knowledge, threatened litigation affecting, involving, or relating to the Property or any portion thereof; (4) to the best of Grantor's knowledge there are no civil or criminal proceedings or investigations that have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor, to the best of Grantor's knowledge, do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; (5) Grantor is unaware of any matters, conditions, or factors that will materially impair the Conservation Values of the Property or management of the Property; and (6) to the best of Grantor's knowledge, all Property management obligations are described in this Conservation Easement.

1. Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Purpose of this Conservation Easement or will impair or interfere with the Conservation Values of the Property. This Subsection 23.k shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement.

m. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

By: _____
[Insert Name and Title]

By: _____
[Insert Name and Title]

GRANTOR:

By: _____
[Insert Name and Title]

By: _____
[Insert Name and Title]

[ATTACH NOTARY ACKNOWLEDGEMENT]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Eastern Municipal Water District, a California municipal water district, on the Conservation Easement dated [insert date], to the Western Riverside County Regional Conservation Authority (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by Ordinance No. 08-01, as adopted by the Board of Directors on July 7, 2008.

GRANTEE:

WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY,
a joint powers authority and a public agency

Date: _____

By: _____
Charles V. Landry, Executive Director

Approved as to Form

By: _____
Best, Best & Krieger LLP
General Counsel

Exhibit A

Legal Description of Property

A legal description for each of the conserved areas within the parcels listed in Table A-1 is provided herein.

[See Attached]

Table A-1 EMWD-OWNED CONSERVATION AREA PARCELS		
APN	CONSERVATION AREA	CONSERVED (acres)
547-130-071	I	7.15
547-130-072	I	0.92
547-130-073	I	1.36
551-020-007	I	0.06
551-020-027	I	2.32
551-030-019	I	0.25
433-150-039	II	17.23
433-150-059	II	26.48
547-130-017	II	18.35
547-130-018	II	20.27
549-020-015	III	1.73
549-020-016	III	3.42
549-030-038	III	14.72
551-070-009	III	6.91
548-170-011	IV	19.36
548-180-013	V	15.83
547-130-017	VI (Buffer)	0.10
551-020-015	VI (Buffer)	0.18
551-030-018	VI (Buffer)	1.69
TOTAL		158.32

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 1

W.O. 12865
APNs: 433-150-039 and 059, 547-130-017 and 018,
551-020-015 and 016, 551-030-018
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

PARCEL 1

In the City of San Jacinto, County of Riverside, State of California, being those portions of Lots 198, 199, and 200 of the Map of San Jacinto Land Association San Jacinto Rancho, as shown by Map on file in Book 8 of Maps at Page 357 thereof, in the Office of the County Recorder of San Diego County, California, together with those portions of Lots 24 and 25 of the Map of H.T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 of Maps at Page 386 thereof, in said Office of the County Recorder of San Diego County, more particularly described as follows:

COMMENCING at the most northerly corner of Parcel 4020-121 of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California;

THENCE South 44°40'18" East, along the northeasterly line of said Parcel 4020-121, a distance of 147.42 feet to a line parallel with and distant 175.00 feet southeasterly, as measured at right angles to the centerline of Lakepark Drive and the TRUE POINT OF BEGINNING;

THENCE continuing South 44°40'18" East, along said northeasterly line, a distance of 2,572.81 feet to an angle point therein;

THENCE South 44°53'57" East, continuing along said northeasterly line, a distance of 4,740.22 feet to the most easterly corner of said Parcel 4020-121;

THENCE South 45°06'49" West, along the southeasterly line of said Parcel 4020-121, a distance of 1,000.27 feet to an angle point therein;

THENCE North 89°53'11" West, continuing along said southeasterly line, a distance of 46.77 feet to an angle point therein;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 433-150-039 and 059, 547-130-017 and 018,
551-020-015 and 016, 551-030-018
Grantor: Eastern Municipal Water District
a public agency of the State of California

THENCE South 45°07'45" West, continuing along said southeasterly line, a distance of 332.52 feet;

THENCE North 44°06'31" West, departing said southeasterly line, a distance of 22.00 feet to a point on the southwesterly line of said Parcel 4020-121;

THENCE North 45°07'42" East, along said southwesterly line, a distance of 21.30 feet to an angle point therein;

THENCE North 16°11'15" West, continuing along said southwesterly line, a distance of 398.30 feet to an angle point therein;

THENCE North 22°56'15" West, continuing along said southwesterly line, a distance of 107.00 feet to an angle point therein;

THENCE North 45°51'15" West, continuing along said southwesterly line, a distance of 360.00 feet to an angle point therein;

THENCE North 36°29'15" West, continuing along said southwesterly line, a distance of 436.29 feet;

THENCE North 02°26'07" East, departing said southwesterly line, a distance of 721.02 feet;

THENCE North 45°17'44" West, a distance of 2,150.45 feet;

THENCE South 01°34'07" East, a distance of 702.86 feet to a point on the southwesterly line of said Parcel 4020-121;

THENCE North 47°09'22" West, along said southwesterly line, a distance of 379.60 feet to an angle point therein;

THENCE North 45°29'22" West, continuing along said southwesterly line, a distance of 583.39 feet;

THENCE North 32°49'04" West, departing said southwesterly line, a distance of 2,500.10 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 9,949.00 feet;

THENCE northwesterly, along said curve, through a central angle of 03°17'53", an arc distance of 572.68 feet to said line being parallel with and distant 175.00 feet southeasterly, as measured at right angles to the centerline of Lakepark Drive;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 433-150-039 and 059, 547-130-017 and 018,
551-020-015 and 016, 551-030-018
Grantor: Eastern Municipal Water District
a public agency of the State of California

THENCE North 55°43'56" East, along said parallel line, a distance of 400.95 feet to the TRUE POINT OF BEGINNING.

APNs: 433-150-039 and 059, 547-130-017 and 018

Contains 132.57 acres, more or less.

PARCEL 2

In the City of San Jacinto, County of Riverside, State of California, lying in the northwest quarter of Protracted Section 6, Township 5 South, Range 1 East, San Bernardino Meridian, being a portion of Lot 1 in Block 116-1/2 of the Lands of the Hemet Land Company, as shown by map on file in Book 1 of Maps at Pages 14 and 15 thereof, Records of Riverside County, California, more particularly described as follows:

Parcel 4020-131 of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California.

APNs: 551-020-015 and 016

Contains 1.14 acres, more or less.

PARCEL 3

In the City of San Jacinto, County of Riverside, State of California, lying in the northeast quarter of Protracted Section 6, Township 5 South, Range 1 East, San Bernardino Meridian, being portions of Lots 1, 2, 3, and 4 in Block 117 together with a portion of Block 117-1/2 of the Hemet Land Company, as shown by map on file in Book 1 of Maps at Pages 14 and 15 thereof, Records of Riverside County, California, more particularly described as follows:

BEGINNING at the northwesterly corner of Parcel 4020-132 of Record of Survey on file in Book 33 of Records of Survey at Pages 48 through 62, inclusive thereof, Records of Riverside County, California;

THENCE South 89°53'11" East, along the northerly line of said Parcel 4020-132, a distance of 1,327.74 feet to the northeasterly corner thereof;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 433-150-039 and 059, 547-130-017 and 018,
551-020-015 and 016, 551-030-018
Grantor: Eastern Municipal Water District
a public agency of the State of California

THENCE South $44^{\circ}53'57''$ East, along the northeasterly line of said Parcel 4020-132, a distance of 1,730.49 feet to an angle point therein;

THENCE South $00^{\circ}08'12''$ West, along the easterly line of said Parcel 4020-132, a distance of 330.00 feet to the southeast corner thereof;

THENCE South $89^{\circ}58'12''$ West, along the southerly line of said Parcel 4020-132, a distance of 990.93 feet;

THENCE North $71^{\circ}59'45''$ West, departing said southerly line, a distance of 255.02 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 2,949.00 feet;

THENCE northwesterly, along said curve, through a central angle of $00^{\circ}43'39''$, an arc distance of 37.44 feet to a point on the southwesterly line of said Parcel 4020-132, a radial line at said point bears North $18^{\circ}43'54''$ East;

THENCE North $00^{\circ}50'35''$ East, along said southwesterly line, a distance of 52.20 feet to an angle point therein;

THENCE North $89^{\circ}37'21''$ West, along said southwesterly line, a distance of 145.01 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 2,949.00 feet, a radial line at said point bears North $21^{\circ}43'09''$ East;

THENCE northwesterly, departing said southwesterly line and along said curve, through a central angle of $08^{\circ}27'18''$, an arc distance of 435.18 feet to a point on the southwesterly line of said Parcel 4020-132, a radial line at said point bears North $30^{\circ}10'27''$ East;

THENCE North $69^{\circ}22'45''$ East, along the westerly line of said Parcel 4020-132, a distance of 104.81 feet;

THENCE North $51^{\circ}11'15''$ West, continuing along said westerly line, a distance of 1,089.00 feet to an angle point therein;

THENCE North $00^{\circ}42'24''$ East, continuing along said westerly line, a distance of 505.51 feet to the POINT OF BEGINNING.

APN: 551-030-018

Contains 58.18 acres, more or less.

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 433-150-039 and 059, 547-130-017 and 018,
551-020-015 and 016, 551-030-018
Grantor: Eastern Municipal Water District
a public agency of the State of California

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Frederick A. Elliott
Frederick A. Elliott, P.L.S. 4741

Date: MARCH 5, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-J
(2/24/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 1
SOUTHWESTERLY OF EXISTING LEVEE

W.O. 12865
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

PARCEL 1:

In the City of San Jacinto, County of Riverside, State of California, that portion of Lot 23 of H.T. Hewitt's Plat of San Jacinto, as shown by map thereof filed in Book 8 of Maps at Page 386, in the office of the County Recorder of San Diego County, State of California, described as follows:

BEGINNING at the most westerly corner of "Parcel 4261-7", as shown by Record of Survey filed on February 25, 1986 in Book 75 of Records of Survey at Pages 34 to 40 inclusive, in the office of the County Recorder of said Riverside County, said corner being on the northerly line of said Lot 23 of Hewitt's Plat and the beginning of a non-tangent curve in said "Parcel 4261-7", concave northeasterly and having a radius of 10169.02 feet, to which a radial line bears South 48°25'53" West;

THENCE southeasterly along said curve and the southwesterly sideline of said "Parcel 4261-7", through a central angle of 00°53'38", an arc distance of 158.65 feet;

THENCE leaving said sideline and non-tangent to said curve, South 45°02'53" West, a distance of 160.09 feet to a line parallel with and distant northeasterly 71.00 feet, measured at right angles from the centerline of Ramona Expressway, said centerline noted to be "per Specific Plan 97-KK" on said Record of Survey;

THENCE along said parallel line, North 44°57'07" West, a distance of 326.89 feet to said northerly line of Lot 23;

THENCE along said northerly line, South 89°54'44" East, a distance of 238.06 feet to the POINT OF BEGINNING.

The above-described parcel contains approximately 0.92 acres.

APN: 547-130-072 and 073

W.O. 12865
E.M.W.D. Exhibit "A"
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District

PARCEL 2:

In the City of San Jacinto, County of Riverside, State of California, those portions of Lots 23 and 24 of H.T. Hewitt's Plat of San Jacinto, as shown by map thereof filed in Book 8 of Maps at Page 386, in the office of the County Recorder of San Diego County, State of California, described as follows:

COMMENCING at the most westerly corner of "Parcel 4261-7", as shown by Record of Survey filed on February 25, 1986 in Book 75 of Records of Survey at Pages 34 to 40 inclusive, in the office of the County Recorder of said Riverside County, said corner being on the northerly line of said Lot 23 of Hewitt's Plat and the beginning of a non-tangent curve in said "Parcel 4261-7", concave northeasterly and having a radius of 10169.02 feet, to which a radial line bears South 48°25'53" West;

THENCE southeasterly along said curve and the southwesterly sideline of said "Parcel 4261-7", through a central angle of 02°15'21", an arc distance of 400.37 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said sideline and non-tangent to said curve, South 67°20'36" East, a distance of 93.16 feet to the beginning of a non-tangent curve, concave southwesterly and having a radius of 583.53 feet, to which a radial line bears North 49°21'58" East;

THENCE southeasterly along said curve and the southwesterly sideline of "Parcel 4261-7" and "Parcel 4261-6" of said Record of Survey, through a central angle of 41°25'31", an arc distance of 421.90 feet to a line parallel with and distant northeasterly 71.00 feet, measured at right angles from the northeasterly boundary of Lot "G" of Tract 24907-1, as shown by map thereof filed on December 13, 1991 in Book 235 of Maps at Pages 90 and 91, in the office of the County Recorder of said Riverside County;

THENCE along said parallel line, North 46°21'27" West, a distance of 420.53 feet to the beginning of a curve, concave northeasterly and having a radius of 9929.00 feet;

THENCE northwesterly along said curve, through a central angle of 00°13'46", an arc distance of 39.76 feet;

THENCE non-tangent to said curve, North 45°02'53" East, a distance of 150.37 feet to the TRUE POINT OF BEGINNING.

The above-described parcel contains approximately 1.36 acres.

APN: 547-130-072 and 073

W.O. 12865
E.M.W.D. Exhibit "A"
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District

PARCEL 3:

In the City of San Jacinto, County of Riverside, State of California, those portions of Lots 24 and 25 of H.T. Hewitt's Plat of San Jacinto, as shown by map thereof filed in Book 8 of Maps at Page 386, in the office of the County Recorder of San Diego County, State of California, described as follows:

BEGINNING at the intersection of the southwesterly sideline of "Parcel 4020-127A", as shown by Record of Survey filed on March 08, 1961 in Book 33 of Records of Survey at Pages 48 to 62 inclusive, in the office of the County Recorder of said Riverside County, with the northwesterly line of said Lot 24 of Hewitt's Plat;

THENCE along said northwesterly line of Lot 24, South 45°02'33" West, a distance of 7.18 feet to the most northerly corner of "Parcel 4261-6", as shown by Record of Survey filed on February 25, 1986 in Book 75 of Records of Survey at Pages 34 to 40 inclusive, in the office of the County Recorder of said Riverside County, and the beginning of a non-tangent curve in said "Parcel 4261-6", concave westerly and having a radius of 677.53 feet, to which a radial line bears North 65°27'36" East;

THENCE southerly along said curve and the northeasterly sideline of said "Parcel 4261-6", through a central angle of 32°19'38", an arc distance of 382.27 feet to a line parallel with and distant northeasterly 71.00 feet, measured at right angles from the northeasterly boundary of Lot "K" of Tract 24907, as shown by map thereof filed on December 16, 1991 in Book 235 of Maps at Pages 97 to 100 inclusive, in the office of the County Recorder of said Riverside County;

THENCE along said parallel line and non-tangent to said curve, South 46°21'27" East, a distance of 179.70 feet;

THENCE leaving said parallel line, North 45°53'29" East, a distance of 220.43 feet to said southwesterly sideline of "Parcel 4020-127A";

THENCE along said southwesterly sideline, North 44°06'31" West, a distance of 485.88 feet to the POINT OF BEGINNING.

The above-described parcel contains approximately 1.59 acres.

APN: 547-130-071

W.O. 12865
E.M.W.D. Exhibit "A"
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District

PARCEL 4:

In the City of San Jacinto, County of Riverside, State of California, those portions of Lots 24 and 25 of H.T. Hewitt's Plat of San Jacinto, as shown by map thereof filed in Book 8 of Maps at Page 386, in the office of the County Recorder of San Diego County, State of California, described as follows:

COMMENCING at the intersection of the southwesterly sideline of "Parcel 4020-127A", as shown by Record of Survey filed on March 08, 1961 in Book 33 of Records of Survey at Pages 48 to 62 inclusive, in the office of the County Recorder of said Riverside County, with the northwesterly line of said Lot 24 of Hewitt's Plat;

THENCE along the southwesterly sideline of said Parcel 4020-127A, South 44°06'31" East, a distance of 705.67 feet to the TRUE POINT OF BEGINNING;

THENCE leaving said southwesterly sideline, South 45°53'29" West, a distance of 211.80 feet to a line parallel with and distant northeasterly 71.00 feet, measured at right angles from the northeasterly boundary of Lot "K" of Tract 24907, as shown by map thereof filed on December 16, 1991 in Book 235 of Maps at Pages 97 to 100 inclusive, in the office of the County Recorder of said Riverside County;

THENCE along said parallel line, South 46°21'27" East, a distance of 818.68 feet;

THENCE leaving said parallel line, North 43°38'33" East, a distance of 179.81 feet to said southwesterly sideline of "Parcel 4020-127A";

THENCE along said southwesterly sideline, North 44°06'31" West, a distance of 810.99 feet to the TRUE POINT OF BEGINNING;

The above described parcel contains approximately 3.66 acres.

APN: 547-130-071

W.O. 12865
E.M.W.D. Exhibit "A"
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District

PARCEL 5:

In the City of San Jacinto, County of Riverside, State of California, that portion of Lot 25 of H.T. Hewitt's Plat of San Jacinto, as shown by map thereof filed in Book 8 of Maps at Page 386, in the office of the County Recorder of San Diego County, State of California, TOGETHER WITH THOSE PORTIONS OF Blocks 116-1/2 and 117 of the Lands of the Hemet Land Company, as shown by map thereof filed in Book 1 of Maps at Pages 14 and 15, in the office of the County Recorder of said Riverside County, described as follows:

COMMENCING at the intersection of the southwesterly sideline of "Parcel 4020-127A", as shown by Record of Survey filed on March 08, 1961 in Book 33 of Records of Survey at Pages 48 to 62 inclusive, in the office of the County Recorder of said Riverside County, with the northwesterly line of said Lot 24 of Hewitt's Plat;

THENCE South 44°06'31" East along said southwesterly sideline of "Parcel 4020-127A", a distance of 1724.81 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 44°06'31" East along the southwesterly line of said Parcel 4020-127A and the southwesterly lines of Parcels 4020-127B, 4020-128, 4020-129, and 4020-130 of said Record of Survey, a distance of 796.06 feet to the beginning of a non-tangent curve, concave northeasterly and having a radius of 3070.00 feet, to which a radial line bears South 45°53'48" West;

THENCE continuing along the southwesterly line of said Parcel 4020-130, through a central angle of 02°01'25", an arc distance of 108.43 feet, a radial line to said end point bears North 43°52'23" East;

THENCE leaving said sideline and non-tangent to last said curve, South 43°38'33" West, a distance of 138.06 feet to a line parallel with and distant northeasterly 71.00 feet, measured at right angles from the northeasterly boundary of Lot "G" of Tract 31794, as shown by map thereof filed on March 24, 2005 in Book 377 of Maps at Pages 29 to 33 inclusive, in the office of the County Recorder of said Riverside County;

THENCE along said parallel line, North 46°21'27" West, a distance of 903.83 feet;

THENCE leaving said parallel line, North 43°38'33" East, a distance of 171.64 feet to the TRUE POINT OF BEGINNING.

The above-described parcel contains approximately 3.19 acres.

APN: 547-130-071, 551-020-007 and 027, 551-030-019

W.O. 12865
E.M.W.D. Exhibit "A"
APNs: 547-130-071, 072 and 073,
551-020-007 and 027, 551-030-019
Grantor: Eastern Municipal Water District

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Frederick A. Elliott, P.L.S. 4741

Date: MARCH 5, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-70P3-S
(2/24/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 2A

W.O. 12865
APNs: 549-020-015, 016, 551-070-009
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In an unincorporated territory of the County of Riverside, State of California, BEING A PORTION OF Tract X of the Partition of the Rancho San Jacinto Viejo, as described in Final Decree of the Superior Court of San Diego County, California, dated November 22, 1882 and as shown by map of said partition made under said decree, recorded December 8, 1882 in Book 43 at Page 161 of Deeds in the Official Records of said San Diego County, TOGETHER WITH THOSE PORTIONS OF the North half of Lots 8 and 9 of the Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307, in the office of the County Recorder of said San Diego County, included within the following described parcel:

BEGINNING at the northeast corner of said Tract X;

THENCE along the north line of said Tract X, South 89°37'50" West, a distance of 1,320.00 feet;

THENCE leaving said north line, South 00°11'06" East, a distance of 318.37 feet;

THENCE South 44°51'15" East, a distance of 159.27 feet;

THENCE parallel with said north line, North 89°37'50" East, a distance of 475.64 feet;

THENCE leaving said parallel line, North 18°22'32" West, a distance of 152.00 feet;

THENCE North 14°30'00" East, a distance of 341.89 feet to a line parallel with and distant 20.00 feet southerly from said north line of Tract X;

THENCE along said parallel line, North 89°37'50" East, a distance of 712.43 feet;

THENCE leaving said parallel line, South 03°56'02" West, a distance of 108.06 feet;

THENCE South 79°36'34" East, a distance of 135.23 feet;

THENCE South 21°18'34" East, a distance of 132.66 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 549-020-015, 016, 551-070-009
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE South 15°54'53" West, a distance of 228.98 feet to the south line of the north half of said Lot 9;

THENCE along the south lines of the north halves of said Lots 8 and 9, North 89°39'37" East, a distance of 930.38 feet to the centerline of Chicago Avenue, as shown by said Map of the Fairview Tract;

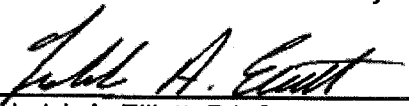
THENCE North 00°09'20" West, along said centerline of Chicago Avenue, a distance of 497.18 feet to the north line of said Fairview Tract;

THENCE along said north line South 89°37'50" West, a distance of 1,059.38 feet to the POINT OF BEGINNING.

Contains 17.47 acres more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Frederick A. Elliott, P.L.S. 4741

Date: MARCH 5, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-M (2/24/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 2B

W.O. 12865
APNs: 549-030-038
Grantor: Eastern Municipal Water District

Legal Description

In an unincorporated territory of the County of Riverside, State of California, lying in Section 4 and Section 5, Township 5 South, Range 1 East, San Bernardino Meridian, more particularly described as follows:

Lots 1, 2, 3, 4, 5, and 6 of Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, in the Office of the County Recorder of San Diego County, California.

Together with that portion of Cedar Avenue adjacent to said Lots 3, 4, 5, and 6 as vacated by Resolution of the Riverside County Board of Supervisors, a certified copy of which was recorded October 13, 1943 in Book 602, Page 105, Official Records of Riverside County, California.

Also together with the west 5.00 feet of Bethlam Avenue (formerly Fairview Avenue) adjacent to said Lot 3 and the east 5.00 feet of said Bethlam Avenue (formerly Fairview Avenue) adjacent to said Lot 2 as vacated by Resolution of the Riverside County Board of Supervisors, a certified copy of which was recorded October 10, 1956 in Book 1984, Page 127, Official Records of Riverside County, California.

Excepting from said Lot 6 that certain parcel of land subject to a Grant of Easement to the County of Riverside by deed recorded July 13, 2001 as Instrument Number 2001-324691, Official Records of Riverside County, California.

Also excepting from said Lot 3 that certain parcel of land subject to a Declaration of Dedication to said County of Riverside by deed recorded August 16, 2001 as Instrument Number 2001-393112, Official Records of Riverside County, California.

Also excepting from said Lot 1 that certain parcel of land more particularly described as follows:

COMMENCING at the southeast corner of said Lot 1, said corner being on the north right-of-way line of Cedar Avenue (30 foot half width);

THENCE along the northeast line of said Lot 1 and said Fairview Tract, North 50°45'00" West, a distance of 227.20 feet to Point "A" and the TRUE POINT OF BEGINNING;

W.O. 12865
APNs: 549-030-038
Grantor: Eastern Municipal Water District

THENCE departing said northeast line, North 90°00'00" West, a distance of 75.00 feet;

THENCE South 00°00'00" West, a distance of 75.00 feet;

THENCE North 90°00'00" East, a distance of 75.00 feet;

THENCE North 00°00'00" East, a distance of 75.00 feet to the TRUE POINT OF BEGINNING.

Also excepting from said Lot 2 and said vacated east 5.00 feet of Bethlam Avenue that certain parcel of land more particularly described as follows:

COMMENCING at the intersection of the north right-of-way line of said Cedar Avenue (30 foot half width) with the east right-of-way line of said Bethlam Avenue (45 foot half width);

THENCE along said east right-of-way line, North 00°00'00" East, a distance of 61.40 feet to Point "B" and the TRUE POINT OF BEGINNING;

THENCE continuing along said east right-of-way line, North 00°00'00" East, a distance of 150.00 feet;

THENCE departing said east right-of-way line, North 90°00'00" East, a distance of 150.00 feet;

THENCE South 00°00'00" East, a distance of 150.00 feet;

THENCE North 90°00'00" West, a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

Contains 58.89 acres more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Frederick A. Elliott, P.L.S. 4741

Date: MARCH 13, 2012

Expiration Date: 09/30/2013

MWE/lgm
LEGAL/491-40P33-U (3/13/2012)



EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 3A

W.O. 12865
APNs: 548-020-009, 548-030-002
548-060-006, and 549-030-046 and 047
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In the unincorporated territory of the County of Riverside, State of California, being portions of Lots 19, 20, 21, 22, 23, 46, 47, 48, and 49 of the Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, Records of San Diego County, California, more particularly described as follows:

BEGINNING at the most easterly corner of Lot 45 in Tract No. 20885, as shown by map on file in Book 230 of Maps at Pages 22 through 25, inclusive thereof, Records of Riverside County, California, being a point on the northeast line of said Fairview Tract;

THENCE along said northeast line of Fairview Tract, South 50°39'05" East, a distance of 5,262.62 feet to a point on the northeast line of said Lot 49, said point lying North 50°39'05" West, a distance of 70.66 feet from the southeast corner of said Lot 49;

THENCE departing said northeast line, South 50°07'24" West, a distance of 19.49 feet;

THENCE North 61°50'33" West, a distance of 21.39 feet;

THENCE North 51°05'49" West, a distance of 34.37 feet;

THENCE North 44°20'24" West, a distance of 158.19 feet;

THENCE North 53°56'16" West, a distance of 65.06 feet;

THENCE North 58°48'27" West, a distance of 76.52 feet;

THENCE North 55°17'43" West, a distance of 75.09 feet;

THENCE North 56°48'23" West, a distance of 255.48 feet;

THENCE North 59°03'33" West, a distance of 93.40 feet;

E.M.W.D. Exhibit "A"

W.O. 12865

APNs: 548-020-009, 548-030-002
548-060-006, and 549-030-046 and 047

Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE North 71°28'33" West, a distance of 74.10 feet;
THENCE North 80°28'19" West, a distance of 18.45 feet;
THENCE North 62°32'57" West, a distance of 56.01 feet;
THENCE North 72°22'29" West, a distance of 79.91 feet;
THENCE North 84°19'51" West, a distance of 68.06 feet;
THENCE North 27°29'02" West, a distance of 103.20 feet;
THENCE North 35°41'40" West, a distance of 78.40 feet;
THENCE North 50°37'26" West, a distance of 108.13 feet;
THENCE North 53°37'18" West, a distance of 121.90 feet;
THENCE North 60°11'50" West, a distance of 102.44 feet;
THENCE North 64°32'44" West, a distance of 115.65 feet;
THENCE North 66°49'24" West, a distance of 76.62 feet;
THENCE North 56°29'14" West, a distance of 65.23 feet;
THENCE North 73°14'59" West, a distance of 123.65 feet;
THENCE North 88°06'07" West, a distance of 95.17 feet;
THENCE North 59°04'21" West, a distance of 610.54 feet;
THENCE North 55°51'32" West, a distance of 116.95 feet;
THENCE North 49°14'18" West, a distance of 2,094.03 feet;
THENCE North 56°36'22" West, a distance of 49.12 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 548-020-009, 548-030-002
548-060-006, and 549-030-046 and 047
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE North 87°42'13" West, a distance of 67.50 feet to a point on the easterly line of said Tract No. 20885;

THENCE along said easterly line, North 28°36'42" West, a distance of 137.93 feet to an angle point therein;

THENCE continuing along said easterly line, North 07°40'53" West, a distance of 193.20 feet to an angle point therein;

THENCE continuing along said easterly line, North 17°44'28" East, a distance of 232.91 feet to the POINT OF BEGINNING.

Contains 32.18 acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Frederick A. Elliott, P.L.S. 4741

Date: MARCH 09, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-O
(2/28/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 3B

W.O. 12865
APNs: 548-060-006, 548-140-017
548-150-012, and 548-131-005
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In the unincorporated territory of the County of Riverside, State of California, being portions of Lots 47, 48, 49, 54, 55, and 56 of the Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, Records of San Diego County, California, being more particularly described as follows:

COMMENCING at the southeast corner of said Lot 49, said corner being on the northeast line of said Fairview Tract;

THENCE along the south line of said Lot 49, North 89°54'05" West, a distance of 430.55 feet to the TRUE POINT OF BEGINNING;

THENCE departing said south line, South 56°34'00" East, a distance of 88.43 feet;

THENCE South 38°58'11" East, a distance of 203.05 feet;

THENCE South 67°05'45" East, a distance of 84.14 feet;

THENCE South 77°42'04" East, a distance of 45.65 feet;

THENCE South 77°23'25" West, a distance of 249.16 feet;

THENCE North 85°00'08" West, a distance of 75.09 feet;

THENCE North 76°15'49" West, a distance of 379.98 feet;

THENCE North 74°23'33" West, a distance of 451.71 feet;

THENCE North 65°32'42" West, a distance of 103.78 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 548-060-006, 548-140-017
548-150-012, and 548-131-005
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE North 54°01'40" West, a distance of 74.63 feet to the south line of said Lot 47, distant thereon North 89°54'05" West, 1,383.92 feet from said southeast corner of Lot 49;

THENCE North 48°31'24" West, a distance of 66.02 feet;

THENCE North 31°37'46" West, a distance of 52.24 feet;

THENCE North 71°38'12" East, a distance of 80.44 feet;

THENCE North 79°32'07" East, a distance of 57.88 feet;

THENCE South 89°48'27" East, a distance of 44.55 feet;

THENCE North 82°38'55" East, a distance of 65.61 feet;

THENCE North 72°28'15" East, a distance of 68.23 feet;

THENCE North 39°59'57" East, a distance of 56.52 feet;

THENCE North 46°50'19" East, a distance of 103.43 feet;

THENCE North 25°19'09" East, a distance of 61.22 feet;

THENCE South 83°28'48" East, a distance of 45.28 feet;

THENCE South 72°19'18" East, a distance of 58.48 feet;

THENCE South 67°49'20" East, a distance of 75.24 feet;

THENCE South 60°32'14" East, a distance of 67.82 feet;

THENCE South 53°29'08" East, a distance of 168.54 feet;

THENCE South 57°39'38" East, a distance of 259.73 feet to the south line of said Lot 49 and the TRUE POINT OF BEGINNING.

Contains 8.76 acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 548-060-006, 548-140-017
548-150-012, and 548-131-005
Grantor: Eastern Municipal Water District,
a public agency of the State of California

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Frederick A. Elliott
Frederick A. Elliott, P.L.S. 4741

Date: MARCH 09, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-P
(2/28/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 3C

W.O. 12865
APNs: 548-150-012, 548-170-011
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In the unincorporated territory of the County of Riverside, State of California, being portions of Lots 52, 53, and 54 of the Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, Records of San Diego County, California, being all of Lot "52-A" and those portions of Lots "53-A" and "54-A" of Record of Survey on file in Book 9 of Records of Survey at Page 64 thereof, Records of Riverside County, California, being more particularly described as follows:

BEGINNING at the northeast corner of said Lot "52-A", said corner being on the northeast line of said Fairview Tract;

THENCE along the east line of said Lot "52-A", South 00°05'49" West, a distance of 866.50 feet to the southeast corner thereof;

THENCE along the southerly line of said Lot "52-A", North 31°53'23" West, a distance of 283.97 feet;

THENCE continuing along said southerly line, North 58°46'11" West, a distance of 199.00 feet;

THENCE continuing along said southerly line, North 50°40'40" West, a distance of 437.19 feet to the southwest corner of said Lot "52-A", said corner also being the southeast corner of said Lot "53-A";

THENCE along the southerly line of said Lot "53-A", North 50°09'11" West, a distance of 279.54 feet;

THENCE continuing along said southerly line, North 51°50'11" West, a distance of 301.64 feet;

THENCE continuing along said southerly line, North 76°58'11" West, a distance of 212.46 feet to the southwest corner of said Lot "53-A";

THENCE along the west line of said Lot "53-A", North 00°05'49" East, a distance of 221.68 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 548-150-012, 548-170-011
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE departing said west line, North 55°10'36" West, a distance of 445.15 feet;
THENCE South 87°55'56" East, a distance of 45.47 feet;

THENCE North 79°45'04" East, a distance of 70.23 feet;

THENCE North 77°13'39" East, a distance of 75.53 feet;

THENCE North 75°58'27" East, a distance of 183.37 feet;

THENCE North 73°12'27" East, a distance of 89.57 feet;

THENCE North 56°28'23" East, a distance of 68.08 feet;

THENCE North 23°43'41" East, a distance of 68.94 feet;

THENCE North 00°45'22" East, a distance of 59.38 feet;

THENCE North 17°36'43" West, a distance of 53.82 feet to the northeasterly line of said Lot "53-A" and Fairview Tract;

THENCE along said northeasterly line, South 50°39'11" East, a distance of 1,503.68 feet to the POINT OF BEGINNING.

Contains 24.40 acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Frederick A. Elliott, P.L.S. 4741

Date: MARCH 08, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-Q
(3/08/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
HEMET/SAN JACINTO INTEGRATED RECHARGE
AND RECOVERY PROGRAM PHASE 1 RECHARGE PONDS
AREA 3D

W.O. 12865
APNs: 547-150-008 and 547-170-001
Grantor: Eastern Municipal Water District,
a public agency of the State of California

Legal Description

In an unincorporated territory of the County of Riverside, State of California, being those portions of the south half of Section 10, Township 5 South, Range 1 East, San Bernardino Meridian, more particularly described as follows:

PARCEL 1

BEGINNING at the northeast corner of Lot 50 of the Fairview Tract, as shown by map on file in Book 6 of Maps at Page 307 thereof, Records of San Diego County, California, said corner also being the northeast corner of Lot 50-E of Record of Survey on file in Book 9 of Records of Survey at Page 64 thereof, Records of Riverside County, California;

THENCE along the northeasterly line of said Fairview Tract and said Record of Survey, North 50°39'11" West, a distance of 2,567.39 feet to the southwesterly corner of Parcel 4180-4 of Record of Survey on file in Book 59 of Records of Survey at Pages 52 through 54, inclusive thereof, Records of Riverside County, California;

THENCE along the southeasterly line of said Parcel 4180-4, North 70°04'03" East, a distance of 57.25 feet to the most easterly corner thereof;

THENCE along the northeasterly line of said Parcel 4180-4, North 19°55'57" West, a distance of 80.00 feet to the most northerly corner thereof;

THENCE departing said northeasterly line and along a line parallel with the north line of the southwest quarter of said Section 10, South 87°46'05" East, a distance of 413.79 feet;

THENCE departing said parallel line, South 66°31'46" East, a distance of 103.80 feet;

THENCE South 68°42'14" East, a distance of 135.52 feet;

THENCE South 79°17'37" East, a distance of 105.71 feet;

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 547-150-008 and 547-170-001
Grantor: Eastern Municipal Water District,
a public agency of the State of California

THENCE South 54°33'59" East, a distance of 105.21 feet;
THENCE South 26°40'49" East, a distance of 119.31 feet;
THENCE South 29°23'55" East, a distance of 112.81 feet;
THENCE North 61°38'57" East, a distance of 290.05 feet;
THENCE North 29°23'55" West, a distance of 111.23 feet;
THENCE North 26°40'49" West, a distance of 171.08 feet;
THENCE North 49°32'42" West, a distance of 125.26 feet;
THENCE North 58°14'18" West, a distance of 136.86 feet;
THENCE North 79°17'37" West, a distance of 132.72 feet;
THENCE North 68°42'14" West, a distance of 102.46 feet;
THENCE North 66°55'42" West, a distance of 157.84 feet to the north line of said southwest quarter of Section 10;
THENCE along the north line of said south half of Section 10, South 87°46'05" East, a distance of 1,487.29 feet to the northeast corner of the west half of the southeast quarter of said Section 10;
THENCE along the east line of said west half of the southeast quarter of Section 10, South 00°03'18" West, a distance of 1,936.91 feet to the POINT OF BEGINNING.

Contains 44.37 acres, more or less.

PARCEL 2

The northeast quarter of the southeast quarter of said Section 10.

Excepting therefrom the easterly rectangular 237.00 feet thereof as conveyed to John Oliver Shirk, Sr., and Mabel Edith Shirk, co-trustees of the John O. and Mabel E. Shirk Trust dated

E.M.W.D. Exhibit "A"
W.O. 12865
APNs: 547-150-008 and 547-170-001
Grantor: Eastern Municipal Water District,
a public agency of the State of California

June 8, 1994 by deed recorded June 13, 1994 as Instrument Number 239898, Official Records of Riverside County, California.

Contains 32.82 acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Frederick A. Elliott

Frederick A. Elliott, P.L.S. 4741

Date: MARCH 08, 2012

Expiration Date: 09/30/2013



MWE/lgm
LEGAL/491-40P33-R
(3/07/2012)

EXHIBIT "A"
EASTERN MUNICIPAL WATER DISTRICT
AREA 3E

W.O. 12865
APN 548-180-013
Grantor: Eastern Municipal Water District

LEGAL DESCRIPTION

Lot 51 and that portion of Lot 50 of Fairview Land and Water Company, in the County of Riverside, State of California, as per map recorded in Book 6, Page 307, of Maps, records of San Diego County, California, lying northerly of a line described as follows:

BEGINNING at a point on the northeasterly line of said Fairview Lands and of Lot 50 of said Land, North 50°45' West, a distance of 121.79 feet along said northeasterly line from the corner of said Lands known as S.J. 34;

THENCE South 68°06' West, a distance of 272.14 feet;

THENCE South 74°03' West, a distance of 144.00 feet;

THENCE South 66°37' West, a distance of 173.62 feet to a point on the northerly line of Florida Avenue as shown on said Map, at its intersection with the Westerly line of said Lot 50, and the POINT OF TERMINUS.

Said property is also shown as Lots 50A and 51 on Record of Survey on file in Book 9, Page 64 of Records of Survey, records of Riverside County Records.

Containing 15.83 acres more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



ALEXANDER E. GONZALEZ
P.L.S. 7692

DATE: 03/12/2012



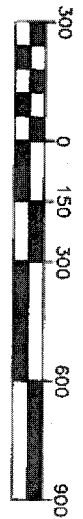
Exhibit B

Map of Property

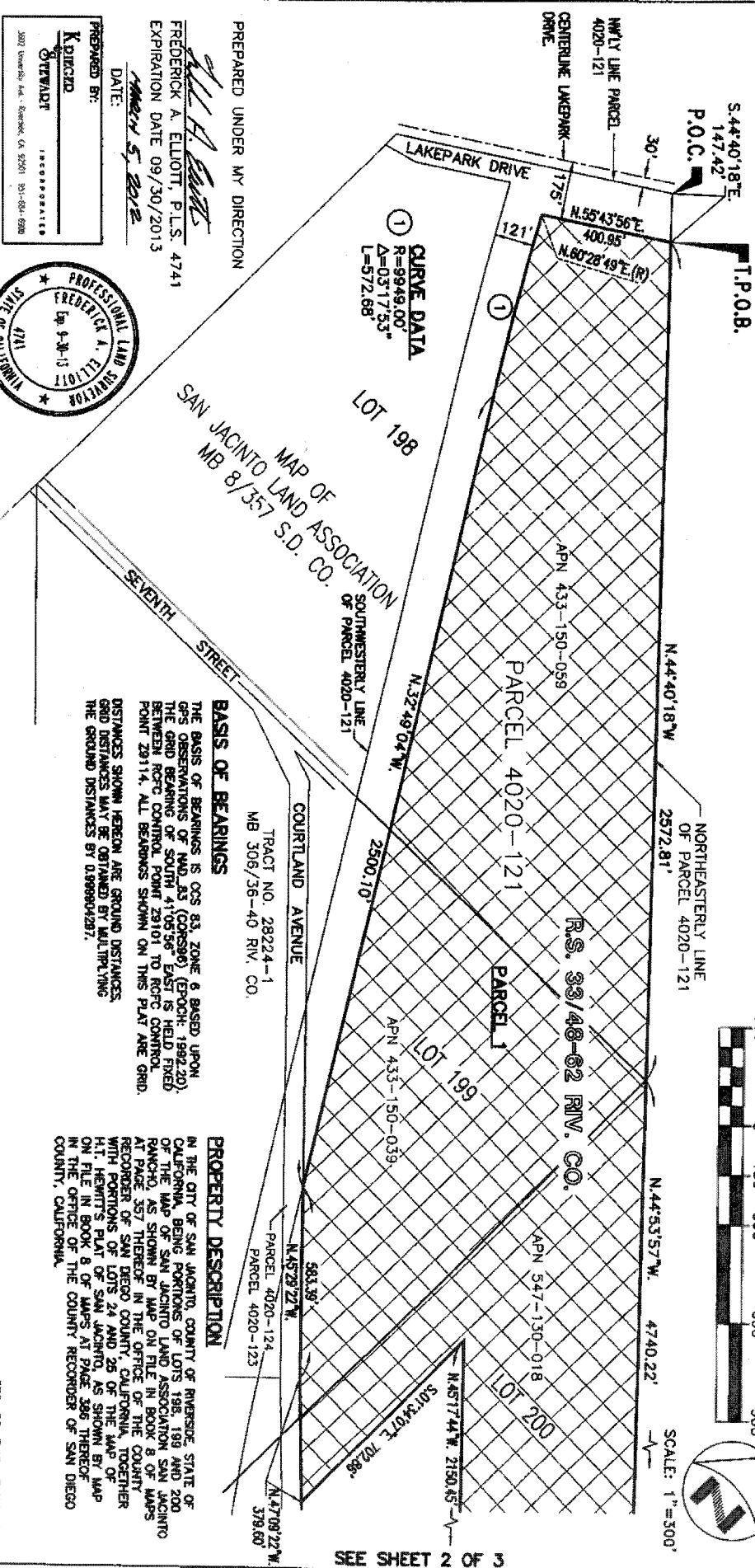
Plat Maps for each conserved area within the parcels listed in Table A-1 are presented herein.

[See Attached]

EXHIBIT "B"



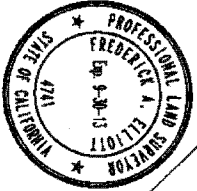
SCALE: 1"=300'



PREPARED UNDER MY DIRECTION

FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013
 DATE: *March 5, 2012*

PREPARED BY:
K. KIRCH
 OTTAWA DT
 3000 University Ave., Riverside, CA 92501 951-954-6988



SAN JACINTO LAND ASSOCIATION
 MAP OF PARCEL
 MB 8/357 S.D. CO.

BASIS OF BEARINGS
 THE BASIS OF BEARINGS IS OCS 83, ZONE 6 BASED UPON GPS OBSERVATIONS OF NAD 83 (CONGRS) (EPOCH: 1992.20). THE GRID BEARING OF SOUTH 41°05'56" EAST IS FIELD FIXED BETWEEN RIGHT CONTROL POINT 29101 TO RIGHT CONTROL POINT 29114. ALL BEARINGS SHOWN ON THIS PLAN ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.999994297.

PROPERTY DESCRIPTION
 IN THE CITY OF SAN JACINTO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 198, 199 AND 200 OF THE MAP OF SAN JACINTO LAND ASSOCIATION SAN JACINTO RANCH, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS AT PAGE 357 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH PORTIONS OF LOTS 24 AND 25 OF THE MAP OF M.T. HEWITT'S PLAT OF SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS AT PAGE 386 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA.

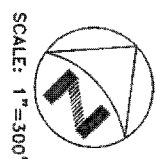
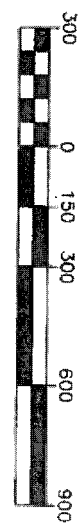
NO.		DATE	INITIAL	DESCRIPTION	APPROVED	SCALE	DATE
1		03/15/2012	SK	DESIGNED KNEIGER & STEWART		1"=300'	03/24/12
2		03/15/2012	SK	DRAWN		NME	03/24/12
3		03/15/2012	SK	CHECKED		FAE	03/24/12
4		03/15/2012	SK	RECORDING DATA			
5		03/15/2012	SK	APPROVALS			
6		03/15/2012	SK	RIGHT OF WAY			
7		03/15/2012	SK	ENGINEERING			

REFERENCES		SCALE	DATE
M.B. 8/307 S.D. CO.		1"=300'	
M.B. 8/308 S.D. CO.			
R.S. 33/48-62 RIV. CO.			
R.S. 33/41-51 RIV. CO.			

APPROVED	<i>[Signature]</i>	DATE	03/15/2012
EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA			
EXHIBIT "B" PLAT PROPERTY OF: EASTERN MUNICIPAL WATER DISTRICT			
W.O.	12865	C.O.	
COORD.		SHT. 1 OF 3	RB-5480

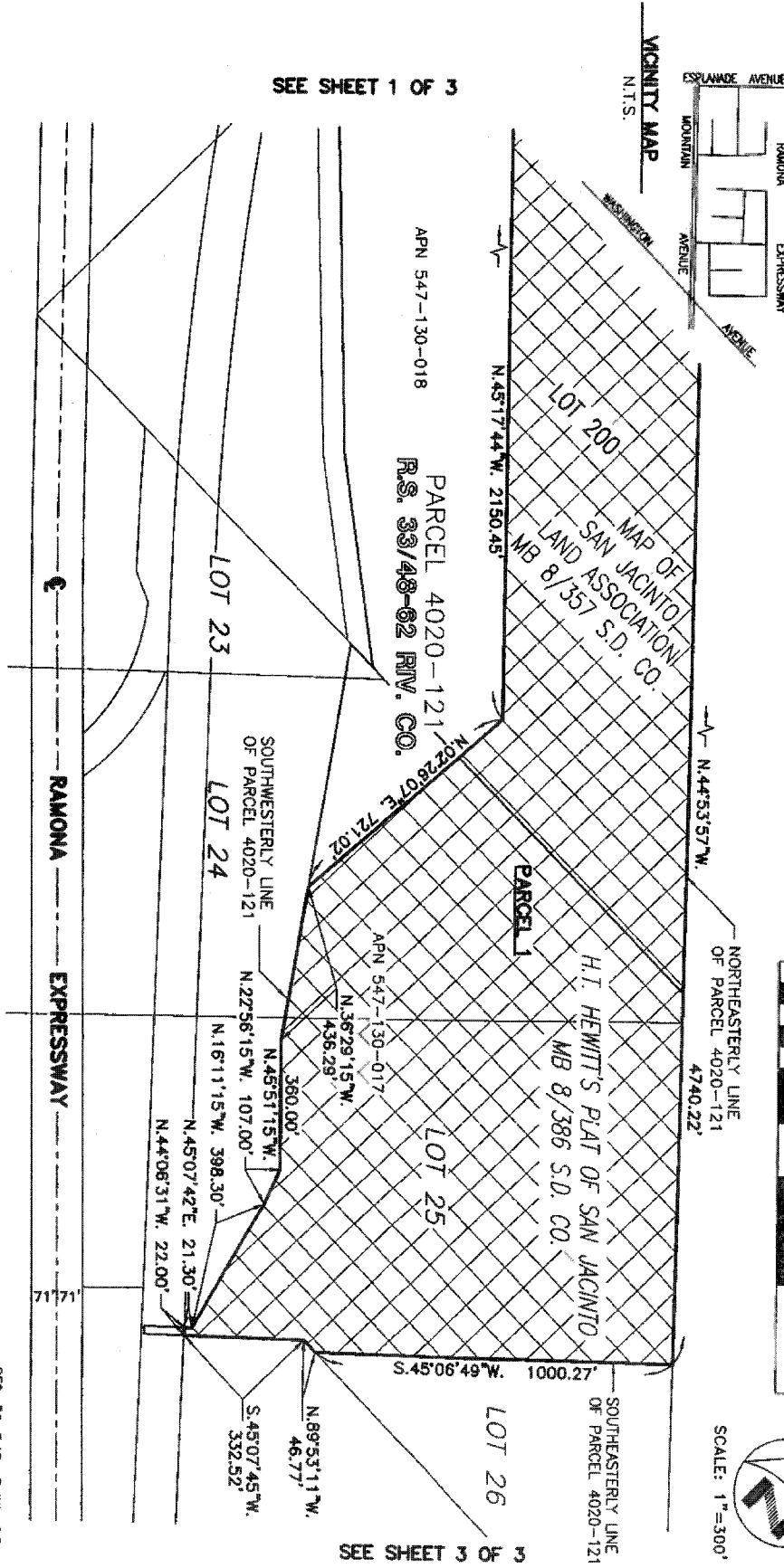


EXHIBIT "B"



SCALE: 1"=300'

SEE SHEET 1 OF 3



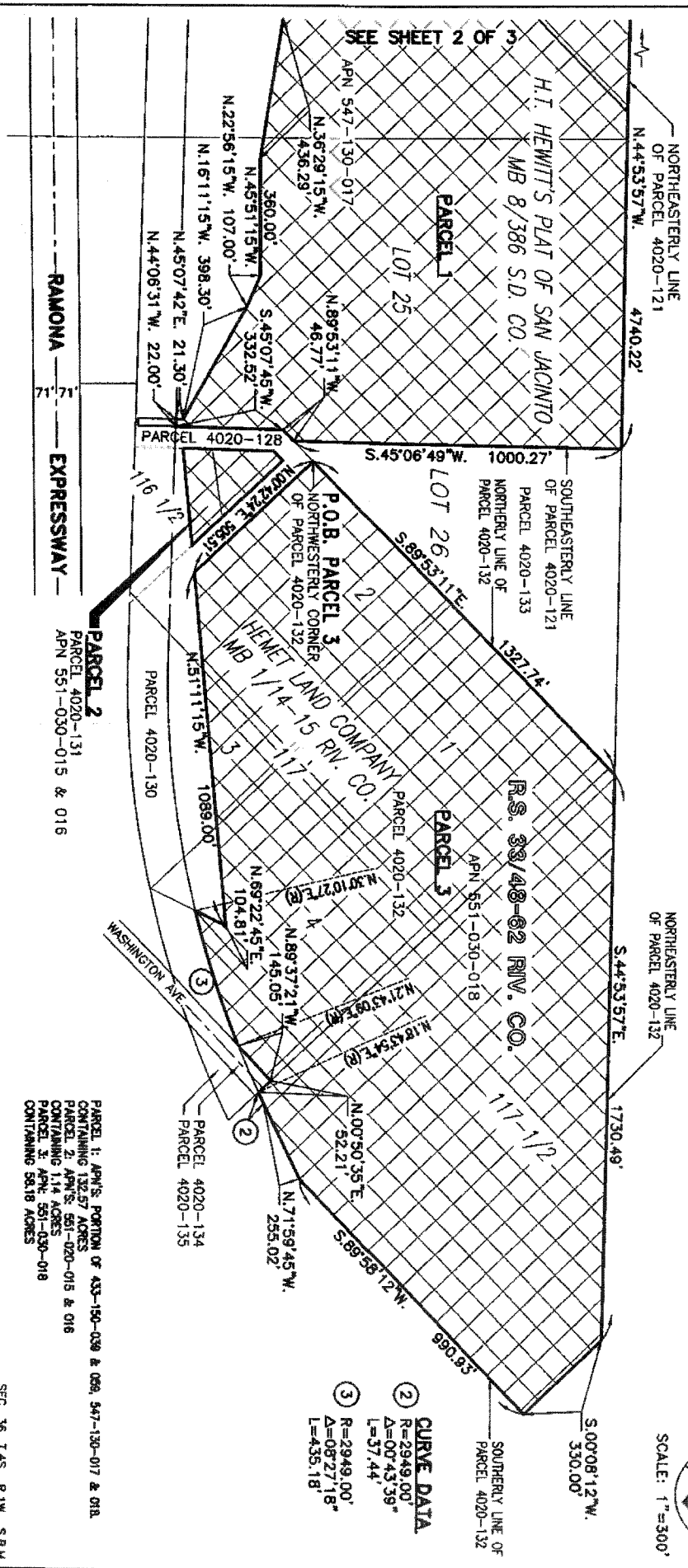
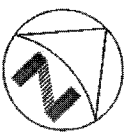
SEE SHEET 3 OF 3

REVISIONS		REFERENCES		APPROVED	
NO.	DATE	DESCRIPTION	APPROVED	SCALE	DATE
			MB 8/30/02 S.D. CO.	1"=300'	
			MB 8/28/02 S.D. CO.	DESIGNED KREGER & STEWART	
			RS 33/48-02 RM. CO.	DRAWN	02/24/12
				TRACED	
				CHECKED	
				RECORDING DATA	
				F&E	
				APPROVALS	
				ENGINEERING	
				RIGHT OF WAY	
				INST. NO.	
				DATE	
				EASTERN MUNICIPAL WATER DISTRICT	
				RIVERSIDE COUNTY, CALIFORNIA	
				EXHIBIT "B" PLAT	
				PROPERTY OF:	
				EASTERN MUNICIPAL WATER DISTRICT	
				PROPERTY OF:	
				03/14/2012	
				DATE	
				RB-5781	
				SHT. 2 OF 3	
				12865	
				C.O.	
				COORD.	
				SEC. 36, T4S, R1W, S8M.	
				SEC. 31, T4S, R1E, S8M.	
				SEC. 8, T5S, R1E, S8M.	

EXHIBIT "B"



SCALE: 1"=500'



CURVE DATA

①	R=2949.00'
②	R=2949.00'
③	R=2949.00'
	L=37.44'
	L=37.44'
	L=37.44'
	L=37.44'

PARCEL 1: APN'S PORTION OF 433-190-039 & 089, 547-130-017 & 018, CONTAINING 132.57 ACRES
 PARCEL 2: APN'S 551-020-015 & 016 CONTAINING 114 ACRES
 PARCEL 3: APN 551-030-018 CONTAINING 58.18 ACRES

NO.	DATE	REVISIONS	DESCRIPTION	APPROV	SCALE	DATE
					1"=500'	

NO.	DATE	REVISIONS	DESCRIPTION	APPROV	SCALE	DATE
					1"=500'	

NO.	DATE	REVISIONS	DESCRIPTION	APPROV	SCALE	DATE
					1"=500'	

NO.	DATE	REVISIONS	DESCRIPTION	APPROV	SCALE	DATE
					1"=500'	

NO.	DATE	REVISIONS	DESCRIPTION	APPROV	SCALE	DATE
					1"=500'	

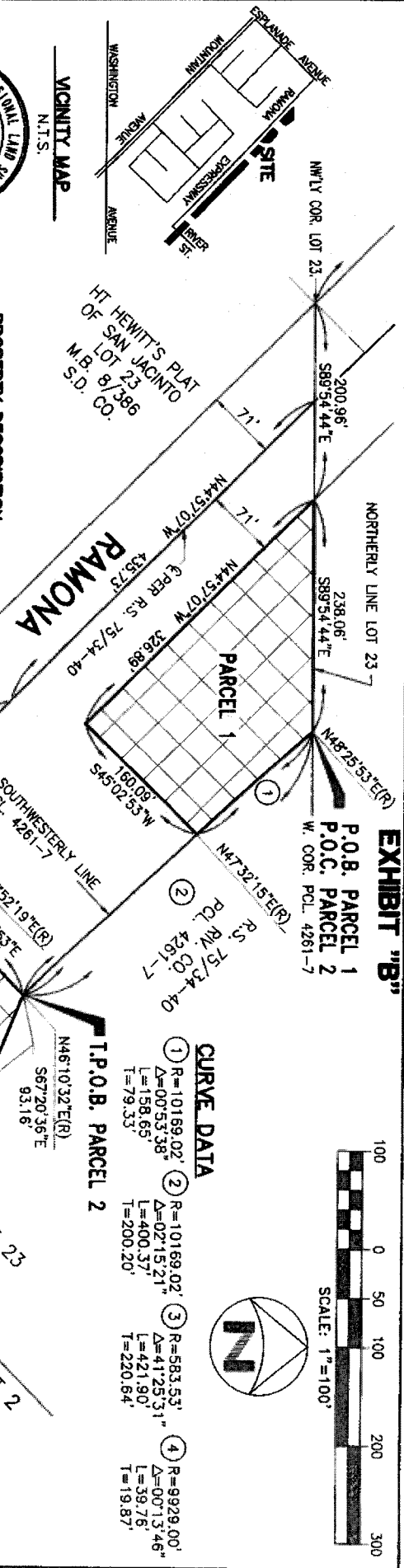
NO.	DATE	REVISIONS	DESCRIPTION	APPROV	SCALE	DATE
					1"=500'	

EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA
 PROPERTY OF:
 EASTERN MUNICIPAL WATER DISTRICT
 APPROVED: *[Signature]* DATE: 03/15/2012
 EXHIBIT "B" PLAT
 W.O. 12865
 C.O.
 CORR.
 SHEET 3 OF 3
 RB-5482

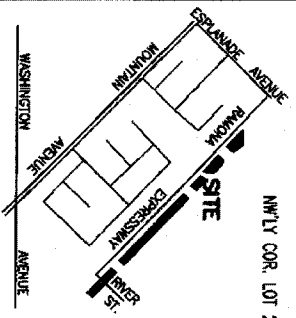
EXHIBIT "B"
P.O.B. PARCEL 1
P.O.C. PARCEL 2
W. COR. PCL. 4261-7

CURVE DATA

- ① $R=10169.02'$ $\Delta=02^{\circ}15'21"$ $L=400.37'$ $T=200.20'$
- ② $R=10169.02'$ $\Delta=02^{\circ}15'21"$ $L=400.37'$ $T=200.20'$
- ③ $R=583.53'$ $\Delta=41^{\circ}25'31"$ $L=421.90'$ $T=220.64'$
- ④ $R=9929.00'$ $\Delta=00^{\circ}13'46"$ $L=39.76'$ $T=19.87'$



VICINITY MAP
N.T.S.



PREPARED UNDER MY DIRECTION

Frederick A. Elliott
FREDERICK A. ELLIOTT, P.L.S. 4741
EXPIRATION DATE 09/30/2013

DATE: *March 5, 2012*
PREPARED BY:
K. DIERGO
STEWART
1880 UNIVERSITY AV. • BERKELEY, CA 94720 914-584-5188

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS OCS 83, ZONE 8 BASED UPON GPS OBSERVATIONS OF NAD 83 (GOS99) (EPOCH: 1992.20). THE GRID BEARING OF SOUTH 41°05'56" EAST IS HELD FIXED BETWEEN RPTC CONTROL POINT 28101 TO RPTC CONTROL POINT 29114. ALL BEARINGS SHOWN ON THIS PLAN ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.999994297.

PROPERTY DESCRIPTION

IN THE CITY OF SAN JACINTO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 23 AND 24 OF THE MAP OF H.T. HEWITT'S PLAT OF SAN JACINTO AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS AT PAGE 398, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA.

PARCEL 1: APN'S 547-130-072 & 073, CONTAINING 0.82 ACRES

PARCEL 2: APN'S 547-130-072 & 073, CONTAINING 1.36 ACRES

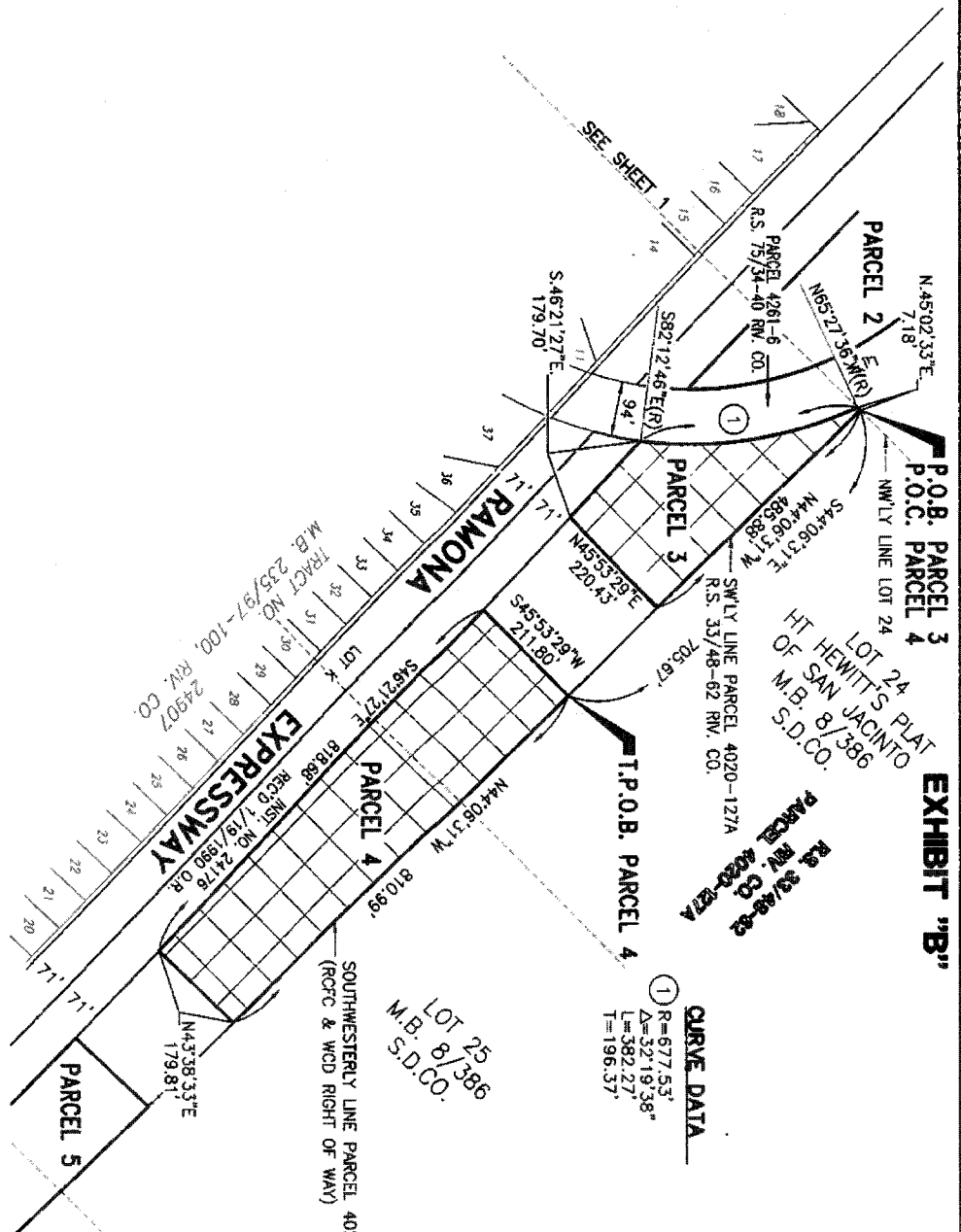
REVISIONS		REFERENCES		DATE	
NO.	DATE	INITIAL	DESCRIPTION	SCALE	DATE
				1"=100'	
				DESIGNED KRIEGER & STEWART	
				DRAWN	
				TRACED	
				CHECKED	
				RECORDING DATA	

EASTERN MUNICIPAL WATER DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

EXHIBIT "B" PLAT
PROPERTY OF:
EASTERN MUNICIPAL WATER DISTRICT
APPROVED: *K. Stewart* DATE: *03/15/2012*
SHEET 1 OF 3
RB-5483

EXHIBIT "B"

P.O.B. PARCEL 3
P.O.C. PARCEL 4



NO.	DATE	INITIAL	REVISIONS	DESCRIPTION	APP'Y'D	REFERENCE	SCALE	DATE
							1" = 200'	
							DESIGNED	
							DRAWN	
							TRACED	07/24/12
							CHECKED	
							FAE	
							RECORDING DATA	
							APPROVED	
							DATE	

EASTERN MUNICIPAL WATER DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

EXHIBIT "B" PLAT
PROPERTY OF:
EASTERN MUNICIPAL WATER DISTRICT

APPROVED: *[Signature]* DATE: 05/13/2012
EXHIBIT

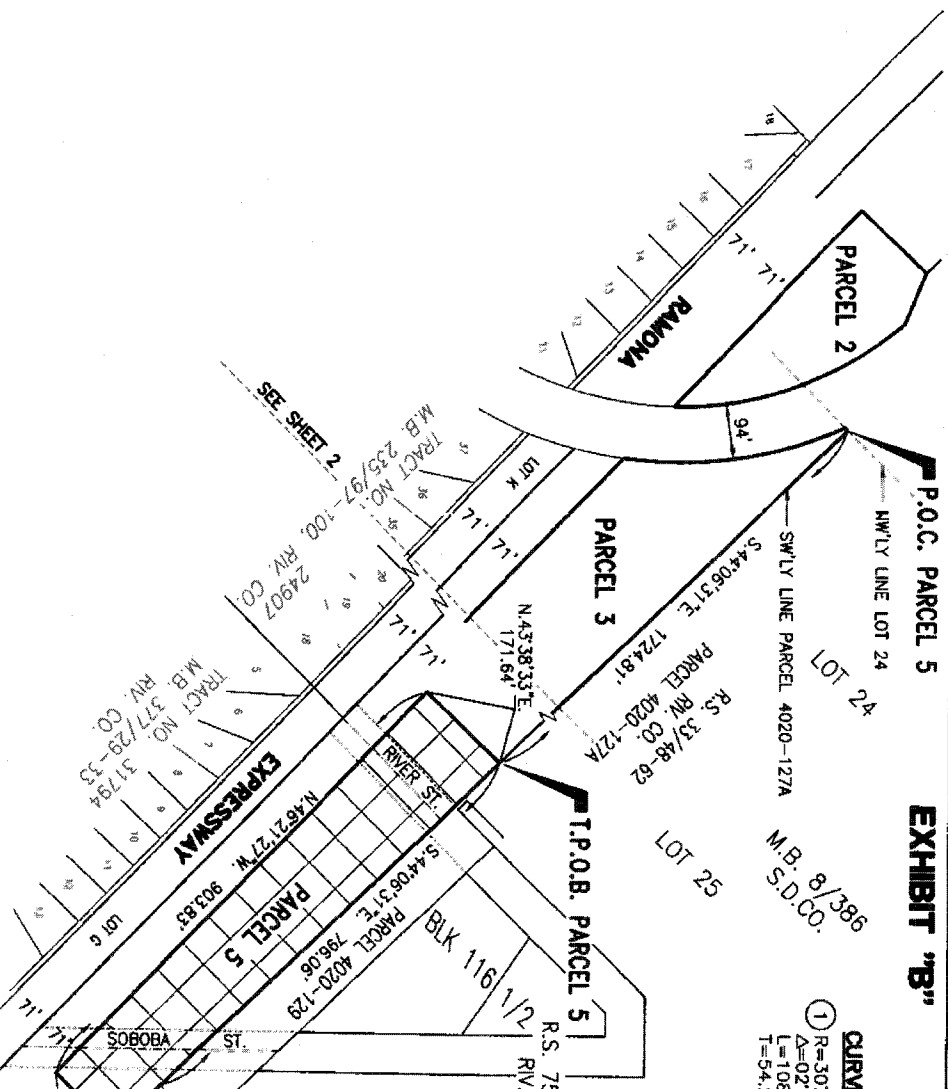
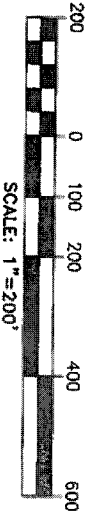
SHT. 2 OF 3
RB-5484

SEC. 6, T.5S, R.1E, S.8M.

EXHIBIT "B"

CURVE DATA

① R=3070.00'
 Δ=02°01'25"
 L=108.43'
 T=54.21'



PROPERTY DESCRIPTION

IN THE CITY OF SAN JACINTO, COUNTY OF RIVERSIDE STATE OF CALIFORNIA, BEING A PORTION OF LOT 25 OF THE MAP OF H.T. HEMETT'S PLAT OF SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS AT PAGE 398, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF BLOCKS 116 1/2 AND 117, OF THE LANDS OF THE HEMETT LAND COMPANY AS SHOWN BY MAP ON FILE IN BOOK 1 OF MAPS AT PAGES 14 AND 15 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5, APTS 547-130-071, 551-020-007 6027, 561-030-019 CONTAINING 3.19 ACRES

7573 S(161) S191 & S533

REVISIONS			REFERENCES		
NO.	DATE	INITIAL	DESCRIPTION	APPROV'D	SCALE
					1"=200'
					DESIGNED: KREGER & STEWART
					DRAWN: LWE
					DATE: 02/24/12
					CHECKED: PJC
					RECORDING DATA
					INSTR. NO.
					DATE
					ENGINEERING
					RIGHT OF WAY

SEC. 6, T.5S., R.1E., S.B.M.
 EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA

EXHIBIT "B" PLAT
 PROPERTY OF:
 EASTERN MUNICIPAL WATER DISTRICT

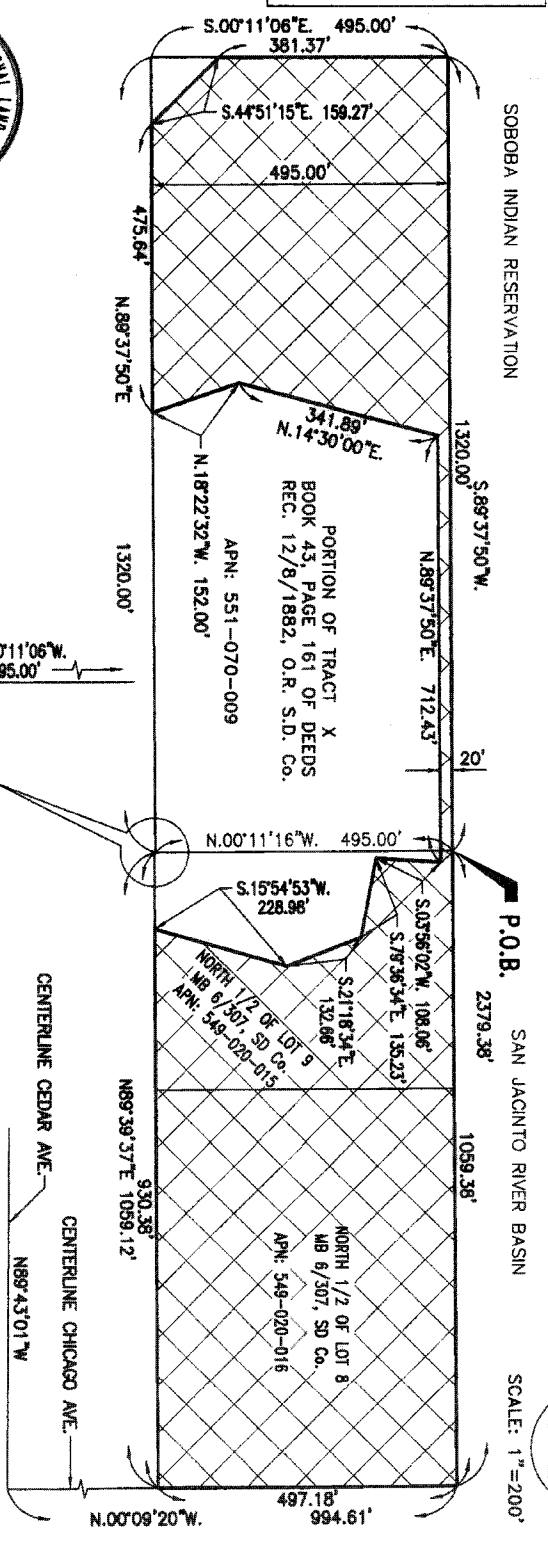
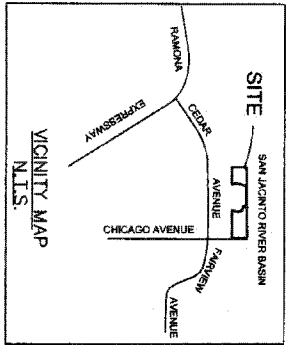
APPROVED: [Signature] 08/18/12
 DATE: [Signature] 08/18/12
 W.O. 12865
 C.O.
 COORD.
 SHEET 3 OF 3
 RB-5485



EXHIBIT "B"



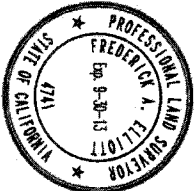
SCALE: 1" = 200'



PREPARED UNDER MY DIRECTION

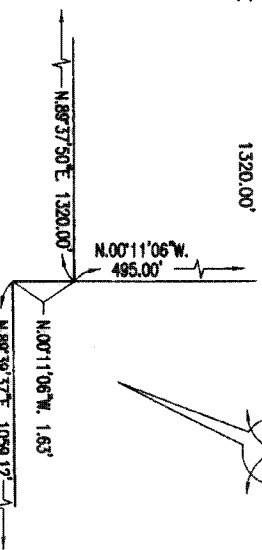
Frederick A. Elliott
FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013
 DATE: MARCH 5, 2012

PREPARED BY:
K. DICER
G. WENDT
 INCORPORATED
 300 University Ave., Riverside, CA 92501 951-681-6100



BASIS OF BEARINGS

THE CENTERLINE OF CEDAR AVENUE BEING NORTH 89°43'01" WEST PER R/S 33/48-62



PROPERTY DESCRIPTION

IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT X OF THE PARTITION OF RANCHO SAN JACINTO YIELD, AS SHOWN BY MAP FILED IN BOOK 43 AT PAGE 161 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA AND PORTIONS OF LOTS 8 & 9 OF THE FARMVIEW TRACT, FILED IN BOOK 8 OF MAPS AT PAGE 307, OF SAN DIEGO COUNTY RECORDS.

APN 551-070-009, 548-020-015, 551-020-016 CONTAINING 17.47 ACRES

RB-5480 & 5592

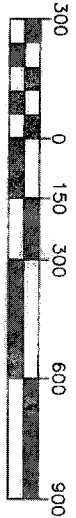
SW1/4, SEC. 5, T.5S., R.1E., S.B.M.

NO.	DATE	INITIAL	REVISIONS	REFERENCES		SCALE	DATE	APPROVED	
				APP'D	DESCRIPTION			DESIGNED	CHECKED
						1" = 200'			

EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA
EXHIBIT "B" PLAT
 PROPERTY OF:
EASTERN MUNICIPAL WATER DISTRICT

APPROVED: *K. Dicer*
 DATE: 03/15/2012

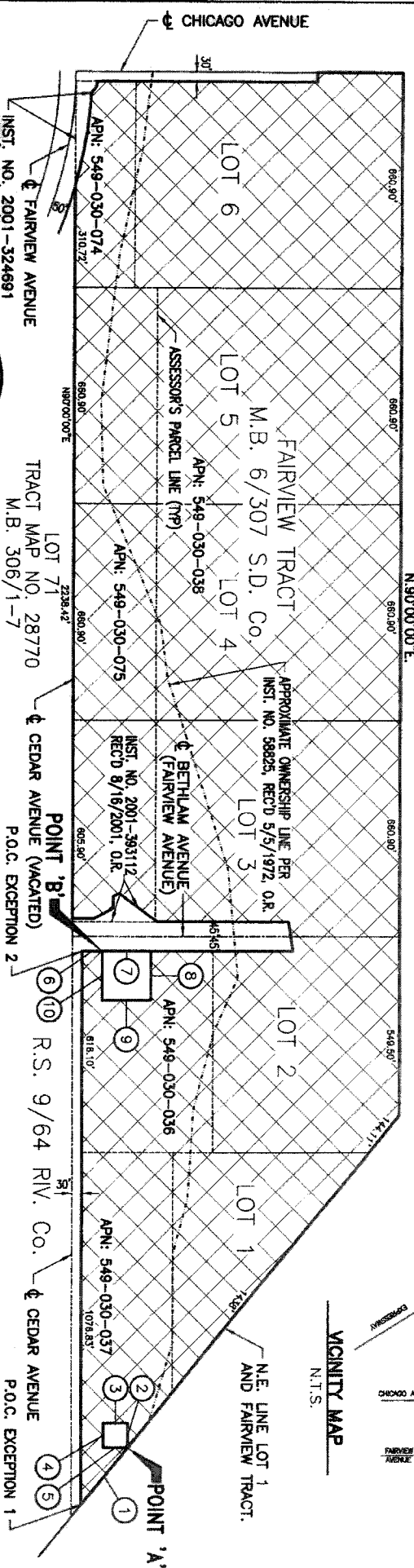
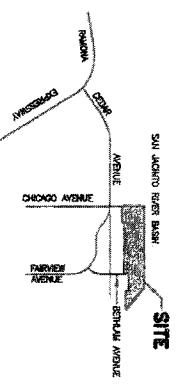
COORD.
 SHEET 1 OF 1
RB-5199



SOBOBA INDIAN RESERVATION

SAN JACINTO RIVER BASIN
N.90°00'00"E.

EXHIBIT "B"



PREPARED UNDER MY DIRECTION



LINE DATA

1	N.50°45'00"W, 227.20'
2	N.90°00'00"W, 75.00'
3	S.00°00'00"W, 75.00'
4	N.90°00'00"E, 75.00'
5	N.00°00'00"E, 75.00'
6	N.00°00'00"E, 61.40'
7	N.00°00'00"E, 150.00'
8	S.00°00'00"E, 150.00'
9	S.00°00'00"E, 150.00'
10	N.90°00'00"W, 150.00'

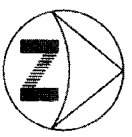
PROPERTY DESCRIPTION

IN AN UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 1, 2, 3, 4, 5, AND 9 OF THE FAIRVIEW TRACT, FILED IN BOOK 8 OF MAPS AT PAGE 307, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

APN 549-030-038 58.89 ACRES
CONTAINING 58.89 ACRES TOTAL

BASIS OF BEARINGS

THE CENTERLINE OF CEDAR AVENUE (VACATED) BEING NORTH 90°00'00" EAST PER R/S 9/64.



SCALE: 1"=300'

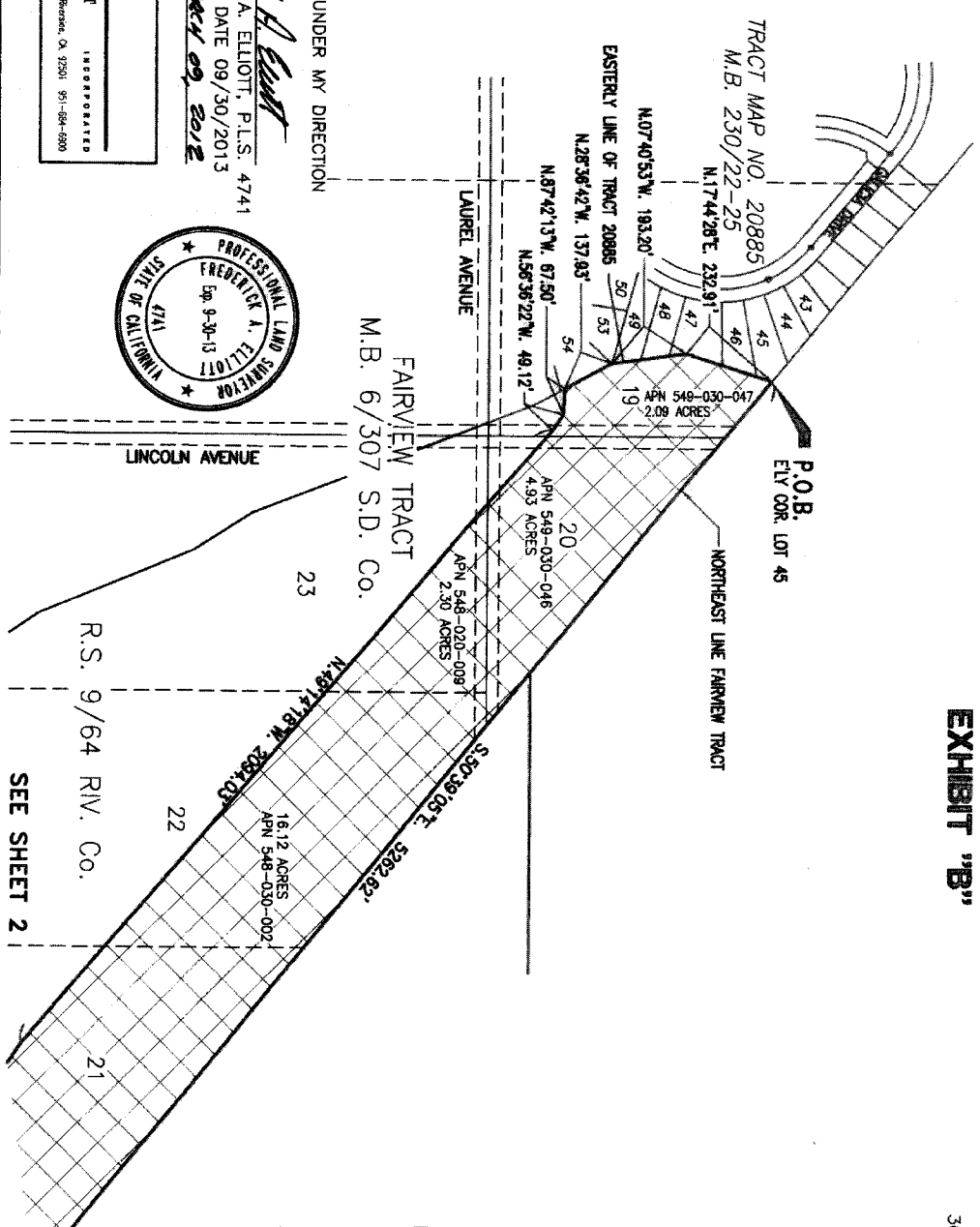
PREPARED BY:
K. DINGKAR
STEINWALD INCORPORATED
3000 University Ave., Riverside, CA 92501 951-684-6800

FILE ID-		REVISIONS		REFERENCES		APPROVALS		DATE	
NO.	DATE	INITIAL	DESCRIPTION	APP'D	DESCRIPTION	SCALE	DATE	RIGHT OF WAY	DATE
					M.B. 6/307 S.D. CO.	1"=300'			
					M.B. 306/1-7 RW. CO.	DESIGNED KRIEGER & STEWART			
					R.S. 9/64 RW. CO.	DRAWN			
					R/S-ST-93	TRACED			
						CHECKED			
						FAE			
						RECORDING DATA			
						ENGINEERING			
						RIGHT OF WAY			
		SE1/4, SEC. 5, SW1/4 SEC. 4 T.5S., R.1E., S.B.M.		EASTERN MUNICIPAL WATER DISTRICT		APPROVED			
		RIVERSIDE COUNTY, CALIFORNIA		EXHIBIT "B" PLAT		DATE			
		PROPERTY OF:		EASTERN MUNICIPAL WATER DISTRICT		DATE			
		COORD.		W.D. 12865		DATE			
		SH. 1 OF 1		RB-5200		DATE			

EXHIBIT "B"



SCALE: 1" = 300'



PROPERTY DESCRIPTION

IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 19, 20, 21, 22, 23, 46, 47, 48 AND 49 OF THE FAIRVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 OF MAPS AT PAGE 307 THEREOF, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

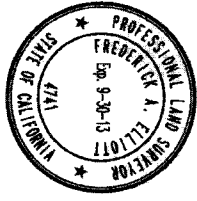
- APN: 548-020-009 2.30 ACRES
 - APN: 548-030-002 16.12 ACRES
 - APN: 548-030-006 8.74 ACRES
 - APN: 548-030-046 4.93 ACRES
 - APN: 548-030-047 2.09 ACRES
- CONTAINING 32.18 TOTAL ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS COS 83, ZONE 8 BASED UPON GPS OBSERVATIONS OF NAD 83 (CONRAD) (EPOCH: 1992.20). THE GRID BEARING OF SOUTH 41°05'56" EAST IS HELD FIXED BETWEEN ROCK CONTROL POINT 28101 TO ROCK CONTROL POINT 28114. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.9999904297.

PREPARED UNDER MY DIRECTION

FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013
 DATE: *March 09, 2012*



Prepared by:
K. DINGCH
CHIVAVADI
 INCORPORATED
 3802 University Ave., Riverside, CA 92501 951-684-6900

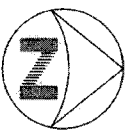
REVISIONS		REFERENCES		SCALE		DATE	
NO.	DATE	INITIAL	DESCRIPTION	APPROVED	DESCRIPTION	SCALE	DATE
					M.B. 6/307 S.D. CO.	1"=300'	
					M.B. 230/22-25 RV. CO.	DESIGNED KRIEGER & STEWART	
					R.S. 9/64 RV. CO.	DRAWN	02/09/12
						WME	
						CHECKED	
						RECORDING DATA	
						ENGINEERING	
						RIGHT OF WAY	
						DATE	

EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA
 EXHIBIT "B" PLAT
 PROPERTY OF:
 EASTERN MUNICIPAL WATER DISTRICT
 APPROVED *[Signature]* DATE *03/12/2012*
 EWARD
 SH. 1 OF 2
 RB-5593

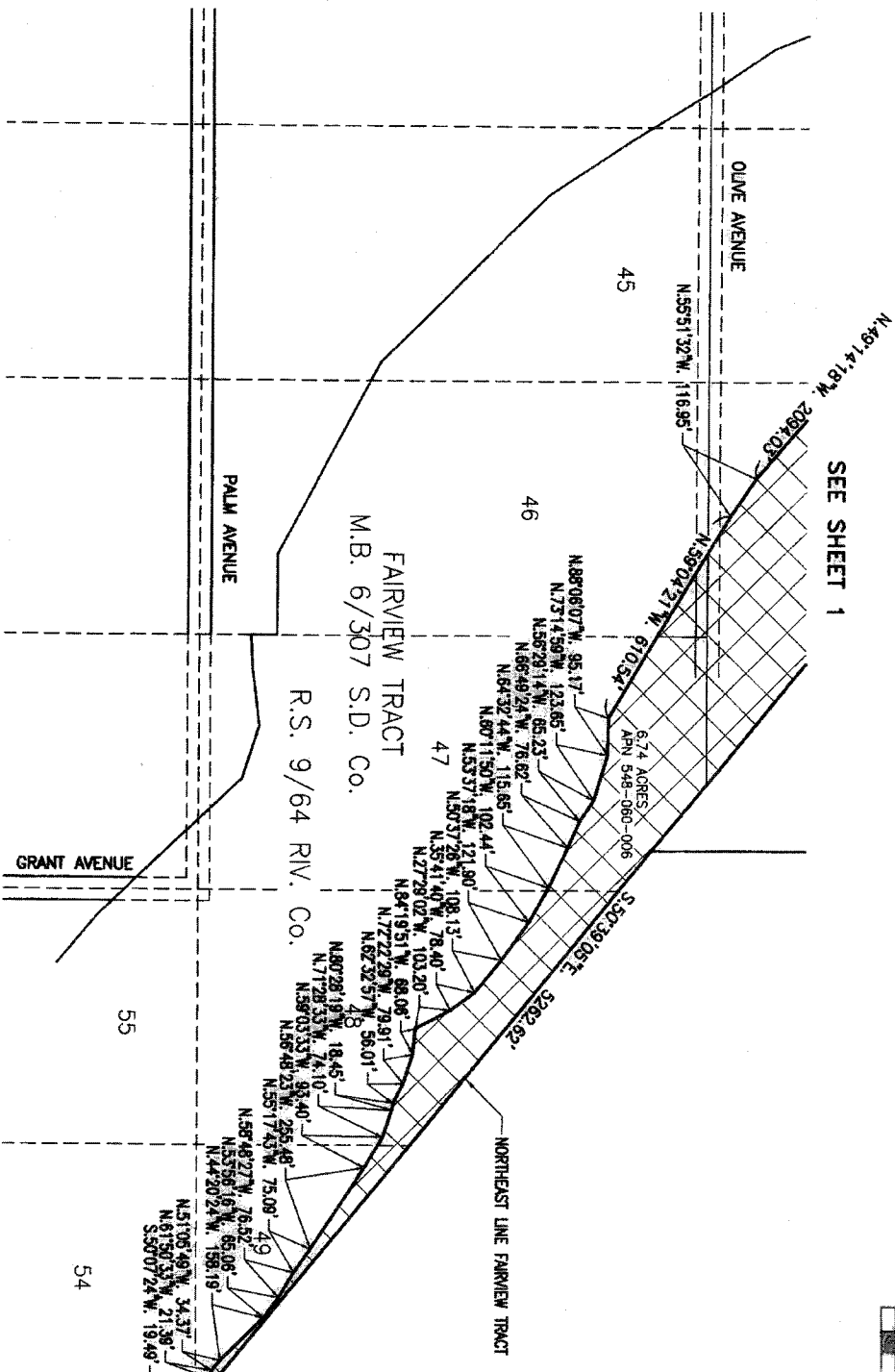
SEC. 4, T.5S., R.1E., S.8.M.
 SEC. 9, T.5S., R.1E., S.8.M.
 SEC. 10, T.5S., R.1E., S.8.M.

SEE SHEET 2

EXHIBIT "B"



SCALE: 1"=300'



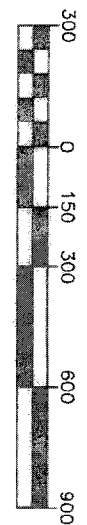
NO.	DATE	INITIAL	REVISIONS	DESCRIPTION	APPROV	REFERENCES	SCALE	DATE
							1"=300'	

APPROVALS	ENGINEERING	RIGHT OF WAY	DATE
<i>[Signature]</i>	<i>[Signature]</i>		

APPROVED	DATE
<i>[Signature]</i>	03/12/2012

EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA
 EXHIBIT "B" PLAT
 PROPERTY OF:
 EASTERN MUNICIPAL WATER DISTRICT
 SEC. 4, T.5S., R.1E., S.B.M.
 SEC. 9, T.5S., R.1E., S.B.M.
 SEC. 10, T.5S., R.1E., S.B.M.
 W.O. 12865
 C.O.
 COORD.
 SHT. 2 OF 2
 RB-5594

EXHIBIT "B"



SCALE: 1"=300'

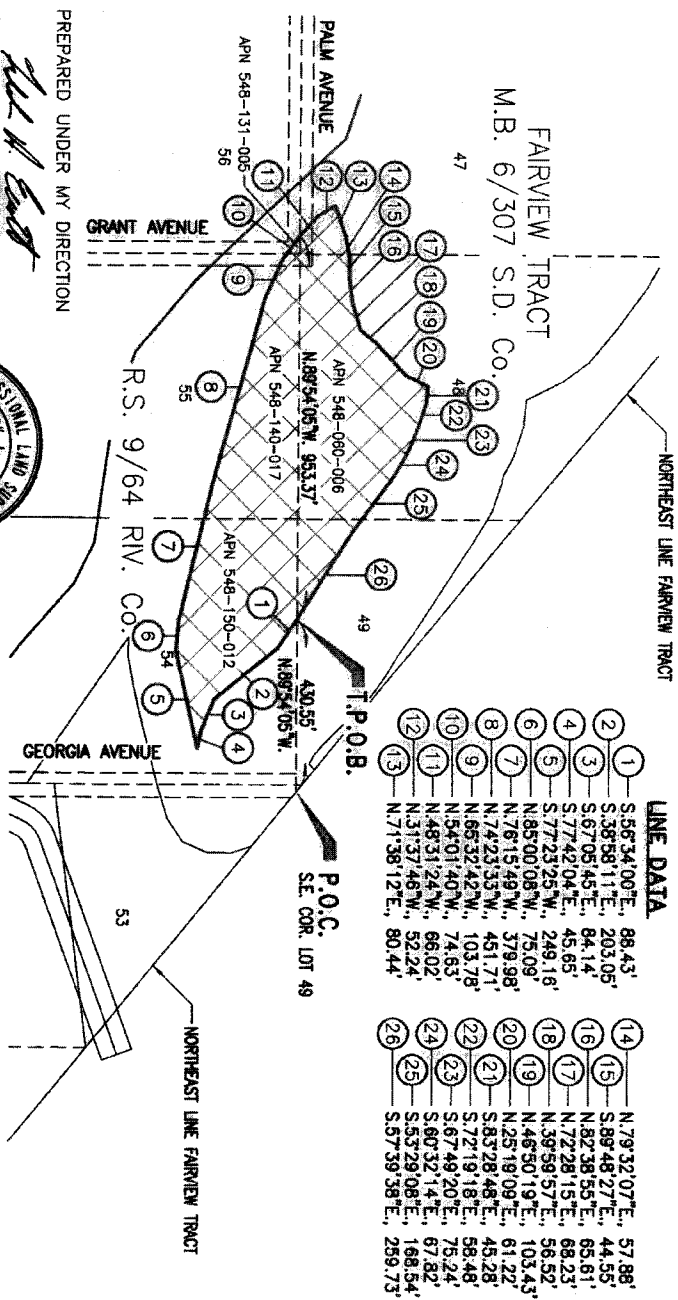
PROPERTY DESCRIPTION

IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF BARRETT, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 47, 48, 49, 54, 55 AND 56 OF THE FAIRVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS AT PAGE 307 HEREBY, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

APN: 548-080-006 3.99 ACRES
 APN: 548-140-017 2.20 ACRES
 APN: 548-150-012 2.55 ACRES
 APN: 548-131-005 0.92 ACRES
 CONTAINING 8.76 TOTAL ACRES.

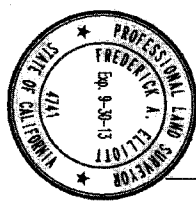
BASIS OF BEARINGS

THE BASIS OF BEARINGS IS CCS 83, ZONE 8 BASED UPON GPS OBSERVATIONS OF MAD 83 (CORSP8) (EPOCH: 1992.20). THE GRID BEARING OF SOUTH 41°35'56" EAST IS HELD FIXED BETWEEN ROCK CONTROL POINT 29101 TO ROCK CONTROL POINT 29114. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.999904297.



LINE DATA	BEARING	DISTANCE
1	S.56°34'00"E	88.43'
2	S.35°58'11"E	203.05'
3	S.67°05'45"E	84.14'
4	S.77°42'04"E	45.65'
5	S.77°23'25"W	249.16'
6	N.85°00'08"W	75.09'
7	N.76°15'49"W	379.98'
8	N.74°23'33"W	451.71'
9	N.65°32'42"W	103.78'
10	N.54°01'40"W	74.83'
11	N.46°31'24"W	66.02'
12	N.31°37'46"W	52.24'
13	N.71°38'12"E	80.44'
14	N.79°32'07"E	57.88'
15	S.89°48'27"E	44.55'
16	N.82°38'55"E	65.61'
17	N.72°28'15"E	68.23'
18	N.39°58'57"E	56.52'
19	N.48°50'19"E	103.43'
20	N.25°19'09"E	61.22'
21	S.83°28'48"E	45.28'
22	S.72°19'18"E	58.48'
23	S.67°49'20"E	75.24'
24	S.60°52'14"E	67.82'
25	S.53°28'08"E	166.54'
26	S.57°39'39"E	259.73'

PREPARED BY:
K. KNEICHER
STEWART
 INCORPORATED
 3602 University Ave. - Riverside, CA 92501 951-954-6800



PREPARED UNDER MY DIRECTION
Frederick A. Elliott
 FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013
 DATE: *March 09, 2012*

REVISIONS		REFERENCES	
NO.	DATE	INITIAL	DESCRIPTION
			APPROVED M.B. 6/30/7 S.D. CO.
			R.S. 9/64 RIV. CO.
			SCALE 1"=300'
			DESIGNED KNEICHER & STEWART
			DRAWN MWE
			DATE 02/09/12
			TRACED
			CHECKED
			RECORDING DATA
			APPROVALS
			ENGINEERING
			RIGHT OF WAY
			INST. NO.
			DATE

APPROVED
Frederick A. Elliott
 03/12/2012
 DATE

EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA
 EXHIBIT "B" PLAT
 PROPERTY OF:
 EASTERN MUNICIPAL WATER DISTRICT

SEC. 9, T.5S., R.1E., S.B.M.
 SEC. 10, T.5S., R.1E., S.B.M.

W.O. 12865
 C.O.
 COORD.
 SH. 1 OF 1
 RB-SS95

EXHIBIT "B"

LINE DATA

1	N.31°53'23"W., 283.97'	10	N.78°45'04"E., 70.23'
2	N.38°48'11"W., 199.00'	11	N.77°13'39"E., 75.53'
3	N.50°40'40"W., 437.19'	12	N.75°58'27"E., 183.37'
4	N.50°09'11"W., 279.54'	13	N.73°12'27"E., 89.57'
5	N.51°50'11"W., 301.64'	14	N.56°28'23"E., 88.08'
6	N.76°58'11"W., 212.46'	15	N.23°43'41"E., 88.94'
7	N.00°05'49"E., 221.88'	16	N.00°45'22"E., 59.38'
8	N.55°10'36"W., 445.15'	17	N.17°36'43"W., 53.82'
9	S.87°55'56"E., 45.47'		



SCALE: 1"=300'

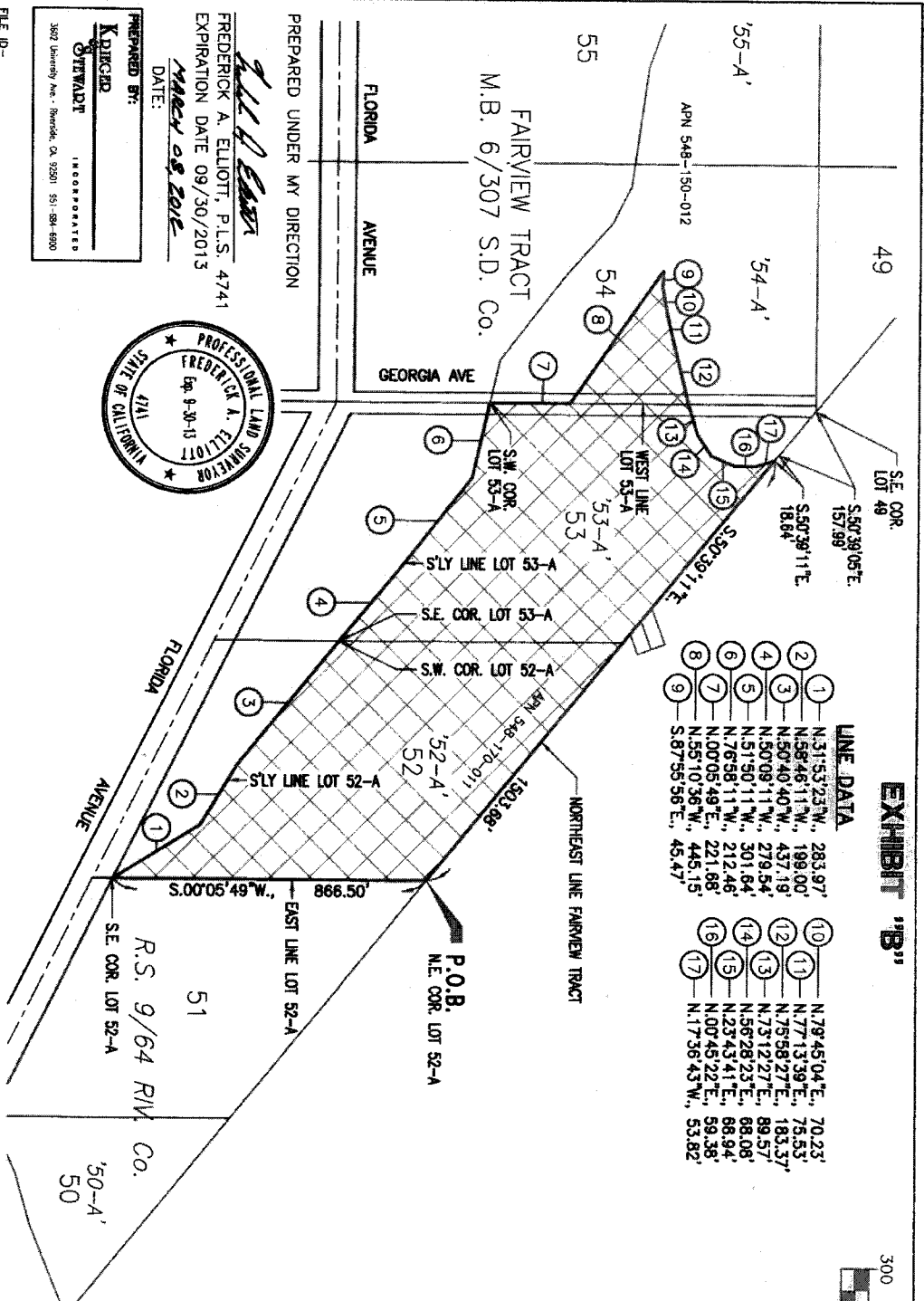
PROPERTY DESCRIPTION

IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF LOTS 52, 53 AND 54 OF THE FAIRMVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 OF MAPS AT PAGE 307 HEREBY, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

APN: 548-150-012 1.31 ACRES
 APN: 548-170-011 23.08 ACRES
 CONTAINING 24.40 TOTAL ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS CDS 83, ZONE 8 BASED UPON GPS OBSERVATIONS OF NAD 83 (GRS80) (EPOCH: 1982.20). THE GRID BEARINGS OF SOUTH 41°05'08" EAST IS HELD FIXED BETWEEN RICE CONTROL POINT 29010 TO RICE CONTROL POINT 29114. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.999904297.



PREPARED UNDER MY DIRECTION
 WILL D. ELLIOTT
 FREDERICK A. ELLIOTT, P.L.S. 4741
 EXPIRATION DATE 09/30/2013
 DATE: March 28, 2012
 PREPARED BY: K. KNIEGER & STEWART
 REGISTERED PROFESSIONAL LAND SURVEYOR
 3602 University Ave., Riverside, CA 92501 951-984-6900

REVISIONS		REFERENCES		APPROVALS	
NO.	DATE	INITIAL	DESCRIPTION	SCALE	DATE
				1"=300'	
				DESIGNED KNIEGER & STEWART	
				DRAWN MWE	02/08/12
				CHECKED	
				RECORDING DATA	
				ENGINEERING	
				RIGHT OF WAY	

APPROVED	APPROVED
<i>[Signature]</i>	<i>[Signature]</i>
DATE	DATE

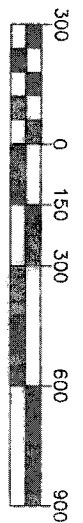
EASTERN MUNICIPAL WATER DISTRICT		W.O.	12885
RIVERSIDE COUNTY, CALIFORNIA		C.O.	
EXHIBIT "B" PLAT		COORD.	
PROPERTY OF:		SHT.	1 OF 1
EASTERN MUNICIPAL WATER DISTRICT		RB-	55-26

FILE ID: _____

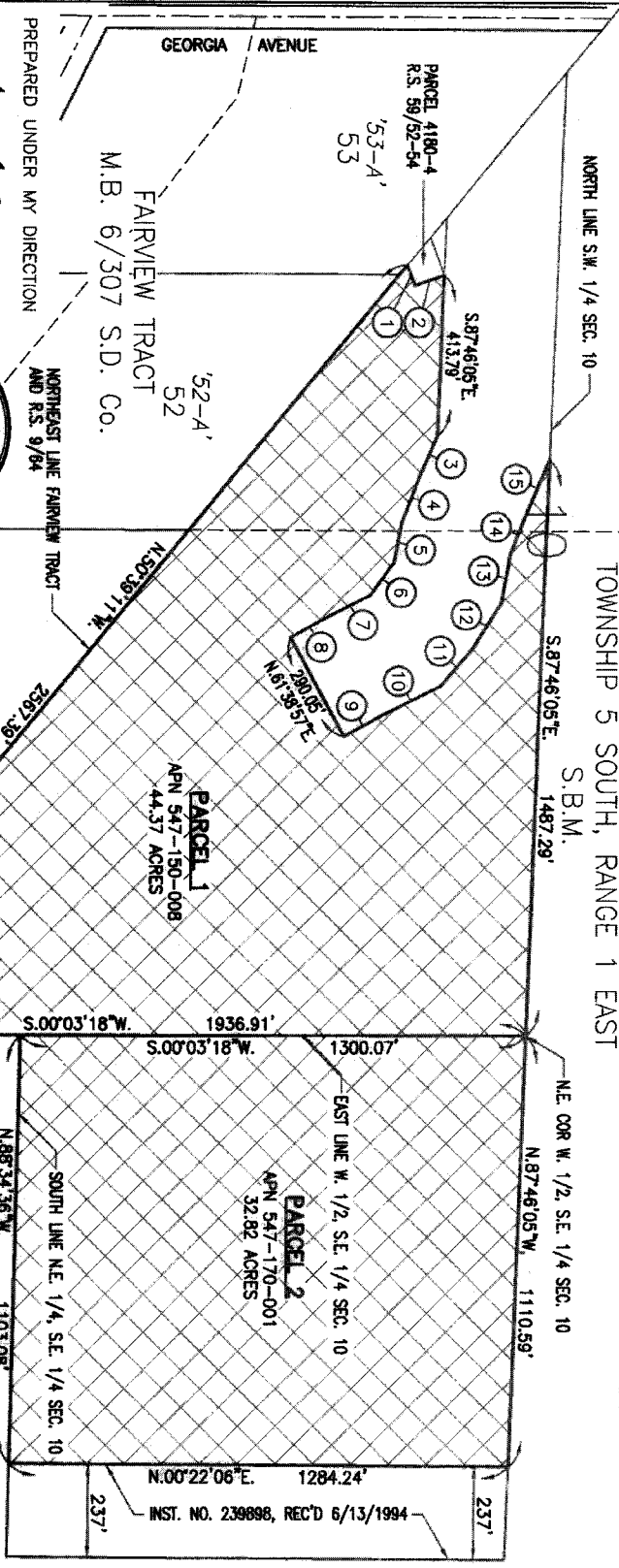
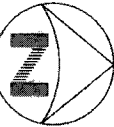
SEC. 10, T5S, R.1E., S.B.M.

EXHIBIT "B"

SECTION 10
TOWNSHIP 5 SOUTH, RANGE 1 EAST



SCALE: 1"=300'



LINE DATA

1	N.70°04'03"E	57.25'
2	N.19°55'57"W	80.00'
3	S.66°31'46"E	103.80'
4	S.66°42'14"E	135.32'
5	S.79°17'37"E	105.71'
6	S.54°33'59"E	105.21'
7	S.26°40'49"E	119.31'
8	S.29°23'55"E	112.81'
9	N.29°23'55"W	111.23'
10	N.26°40'49"W	125.26'
11	N.49°32'42"W	136.86'
12	N.58°14'18"W	132.72'
13	N.79°17'37"W	102.46'
14	N.68°42'14"W	157.84'
15	N.66°55'42"W	157.84'

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS CDS 83, ZONE 6 BASED UPON GPS OBSERVATIONS OF MAD 83 (CONSP98) (EPOCH: 1992.20). THE GRID BEARING OF SOUTH 41°59'56" EAST IS HELD FIXED BETWEEN ROFC CONTROL POINT 29101 TO ROFC CONTROL POINT 29114. ALL BEARINGS SHOWN ON THIS PLAT ARE GRID. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY 0.999904297.

PROPERTY DESCRIPTION

IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN. APN: 547-150-008 44.37 ACRES APN: 547-170-001 32.82 ACRES CONTAINING 77.19 TOTAL ACRES.

PREPARED BY:
KIRKWOOD
INCORPORATED
3602 University Ave., Riverside, CA 92501 951-684-0900



FREDERICK A. ELLIOTT, P.L.S. 4741
EXPIRATION DATE 09/30/2013
DATE: March 09, 2012

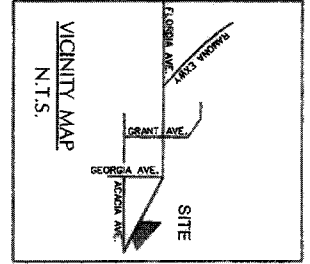
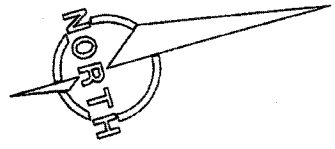
PREPARED UNDER MY DIRECTION

REVISIONS		REFERENCES		APPROVALS	
NO.	DATE	INITIAL	DESCRIPTION	APPROV'D	DATE
			M.B. 6/307 S.D. 00		
			R.S. 9/64 RIV. CO.		
			DESIGNED KRIEGER & STEWART		
			ORAWN		
			TRACED		
			CHECKED		
			F.A.E.		
			RECORDING DATA		
			INST. NO.		
			DATE		
			ENGINEERING		
			RIGHT OF WAY		

FILE ID: _____
 EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA
 EXHIBIT "B" PLAT
 PROPERTY OF:
 EASTERN MUNICIPAL WATER DISTRICT
 SEC. 10, T.5S., R.1E., S.B.M.
 W.O. 12885
 C.O.
 COORD.
 SH. 1 OF 1
 RB-5597

APPROVED: *[Signature]* DATE: 03/12/2012

EXHIBIT "B"



PROPERTY DESCRIPTION:
 IN AN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING LOTS 51 AND A PORTION OF LOT 50 OF THE FAIRVIEW TRACT, FILED IN BOOK 6 OF MAPS AT PAGE 307, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

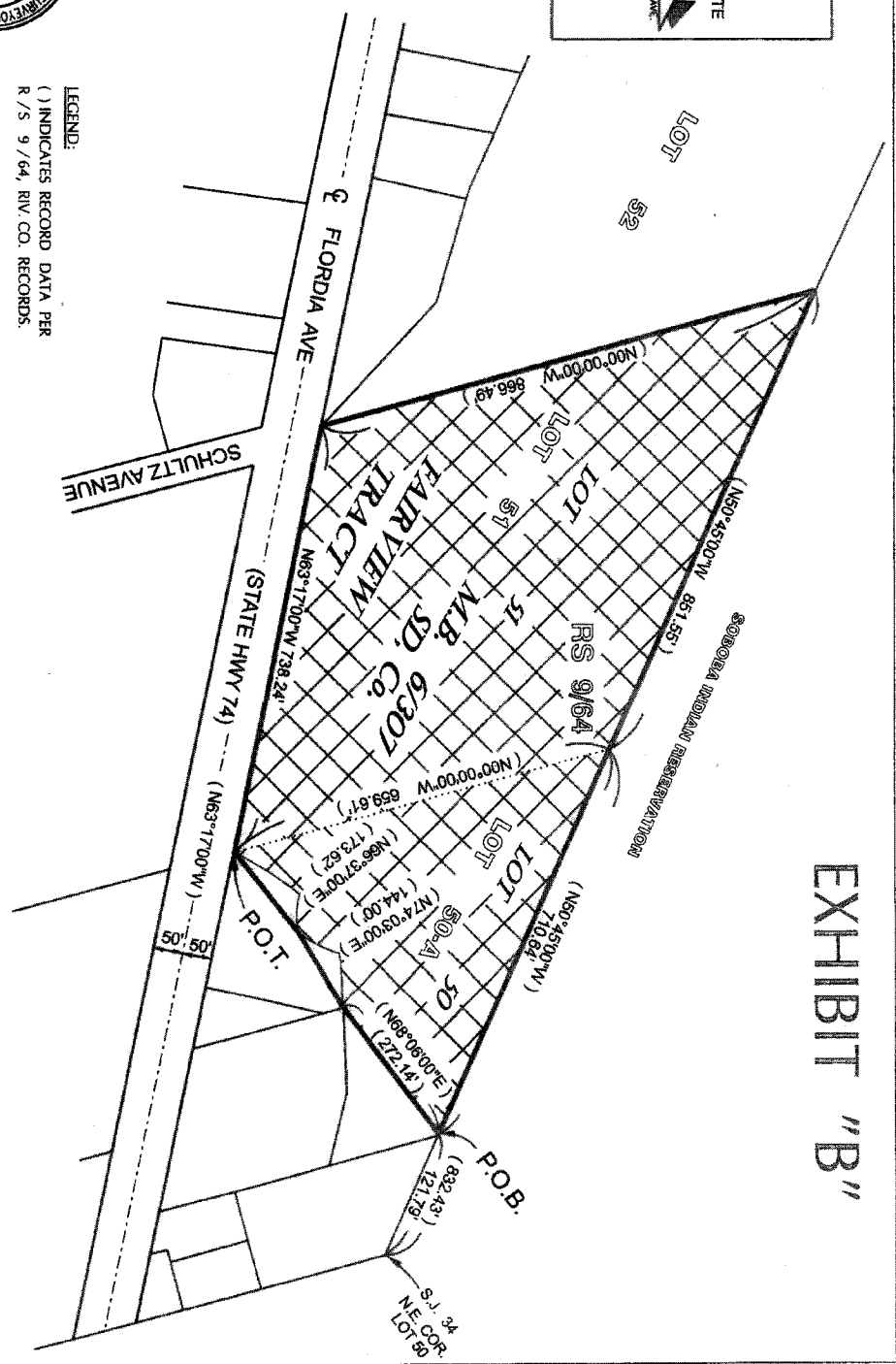
APN: 548-180-013
 CONTAINING 15.83 ACRES
 SCALE: 1" = 200'

LEGEND:
 () INDICATES RECORD DATA PER R/S 9/64, RIV. CO. RECORDS.
 S.J. 34 INDICATES CORNER 34 OF THE RANCHO SAN JACINTO VIEJO.

PREPARED UNDER MY DIRECTION
 Alexander E. Gonzalez,
 P.L.S. 7692



DATE 08-02-2010



REVISIONS		REFERENCES		SCALE		DATE	
NO.	DATE	INITIAL	DESCRIPTION	APP. VD.	SCALE	1"=200'	DATE
					DESIGNED	NEG	1/70
					R/S	9/64	1/70
					RA	268	
					RS	9/64	
					S.J.	34	
					APPROVALS		
					CHECKED		
					RECORDING DATA		
					INST. NO.		
					DATE		
					ENGINEERING		
					RIGHT OF WAY		

SEC. 10, T. 5 S., R. 1 E., S. 8 M.
 EASTERN MUNICIPAL WATER DISTRICT
 RIVERSIDE COUNTY, CALIFORNIA
 EXHIBIT "B" PLAT
 PROPERTY OF: EASTERN MUNICIPAL WATER DISTRICT
 APPROVE: [Signature] DATE: 08-02-2010
 EASTERN MUNICIPAL WATER DISTRICT
 SHT. 1 OF 1
 RB-5598

Exhibit C

**FINAL ORDER OF CONDEMNATION
and
GRANT DEEDS**

Superior Court of the State of California, Final Order of Condemnation No. 101077. *Eastern
Municipal Water District v. Fruitvale Mutual Water Company*, May 4, 1972

[See Attached]

1 REDWINE AND SHERRILL
2 Suite 500
3 Crocker-Citizens National Bank Building
4 Main Street at Eleventh
5 RIVERSIDE, CALIFORNIA 92501
6 Telephone 684-2520

FILED
RIVERSIDE COUNTY

MAY - 4 1972

DONALD D. SULLIVAN, Clerk

By *V. K. Aaron* Deputy
V. K. Aaron

Attorneys for Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF RIVERSIDE

11 EASTERN MUNICIPAL WATER DISTRICT,)
12 a municipal water district,)
13 Plaintiff,)

No. 101077

14 vs.)

FINAL ORDER OF CONDEMNATION
(All Parcels)

15 FRUITVALE MUTUAL WATER COMPANY,)
16 a California corporation, DOES)
17 1 through 100, inclusive,)
Defendants.)

18 Judgment in Eminent Domain having been heretofore
19 entered in the above entitled action on this date, May 4, 1972,
20 in the Office of the County Clerk of the County of Riverside,
21 State of California, and it appearing to the satisfaction of
22 the Court that the above named plaintiff pursuant to said
23 Judgment in Eminent Domain has paid to the defendant, FRUITVALE
24 MUTUAL WATER COMPANY, the award herein as evidenced by the
25 receipt of said defendant on file herein and that all taxes
26 due the County of Riverside, State of California, relative to
27 the property being condemned herein, have been paid as
28 evidenced by the Disclaimer of said County of Riverside, State
29 of California, on file herein:

30 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

31 That the fee simple title to the fee owned parcels of
32 property, described on Exhibit "A", attached hereto and made a

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

part hereof and the full legal title to all other real and personal property hereinafter described in said Exhibit "A" are hereby condemned to the plaintiff, EASTERN MUNICIPAL WATER DISTRICT, and taken for the public use stated in the Complaint herein.

The above mentioned title to the real and personal property described on Exhibit "A" hereto, is hereby condemned and taken for the following public purpose, namely, for the acquisition of water supply, water storage and water distribution facilities which are useful along with such other properties owned by plaintiff to deliver water for the use of the present and future inhabitants and land owners within the boundaries of plaintiff.

Upon filing a copy of this Final Order of Condemnation with the County Recorder of the County of Riverside, State of California, the fee simple title to the real property described in Exhibit "A" and the full legal title to the remaining real and personal property described in Exhibit "A" shall vest in the plaintiff, its successors and assigns.

DATED: May X, 1972.

T. M. ESTUDILLO

Judge of the Superior Court

ENTERED

MAY - 4 1972

JUDGMENT BOOK. 154-263

FRUITVALE MUTUAL WATER COMPANY PROPERTIES
ACQUIRED BY THE EASTERN MUNICIPAL WATER DISTRICT

SECTION I - Fee Title Real Property.....Parcels 1 - 37...Page 1

SECTION II - Rights of Way.....Parcels 1 - 92...Page 11

SECTION III - Rights to Divert Pump
and Use Water.....Parcels 1 - 17...Page 48

SECTION IV - Additional and Miscellaneous
Property Interests.....Parcels A-1 - A-10..Page 56

EXHIBIT "A"

SECTION I

Parcel No. 1:

The North-half of Farm Lot 9 of the Fairview Tract, as shown by Map on file in Book 6 page 307 of Maps, records of San Diego County, California.

NOT "FARM", = TYPO

Parcel No. 2:

All that portion of Lots 3 and 4 in Block 117, and of Lots 1 and 2 in Block 118 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Commencing at the intersection of the center line of Washington Avenue and Mountain Avenue, as shown on said Map;
 Thence South 88°31' East, 1303.5 feet for the point of beginning;
 Thence North 69°15' East, 953.04 feet;
 Thence South 54°45' East, 252.12 feet;
 Thence South 1°15' West, 220.44 feet to the center line of Washington Avenue;
 Thence North 88°31' West, along said center line of Washington Avenue, 1092.30 feet, to the point of beginning.

Parcel No. 3:

All those portions of Lot 1 in Block 116 1/2 and Lots 2, 3, and 4 in Block 117 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Commencing at the intersection of the center line of Washington Avenue and Mountain Avenue as shown on said Map;
 Thence South 88°31' East, 1303.5 feet;
 Thence North 69°15' East 749.3 feet for the point of beginning;
 Thence North 69°15' East, 204 feet;
 Thence North 54°45' West, 1569.32 feet;
 Thence South 45° West 82.02 feet;
 Thence South 51° 19' East, 1463.8 feet to the point of beginning.

Parcel No. 4:

That portion of the North half of Lot 8 of the Lands of the Fairview Land and Water Company, as shown by Map on file in Book 6 page 307 of Maps, records of San Diego County, California, particularly described as follows:

Beginning at the Northeast corner of said Lot;
 Thence Westerly on the North line of said Lot, 10 chains;
 Thence Southerly on the West line of said Lot, 7.50 chains;
 Thence Easterly on the center line of said Lot, 10 chains;
 Thence Northerly on the East line of said Lot, 7.50 chains to the point of beginning.

Parcel No. 5:

A strip of land on the uniform width of 16 1/2 feet, being 13 feet on the Northerly side and 3 1/2 feet on the Southerly side, both measured at right angles to the following described line:

Beginning at a point on the North line of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, 438.5 feet East from the Northwest corner of said Lot 193;

Thence South 44°45' West, 434 feet;

Thence North 58°05' West, 158.5 feet to the West line of said Lot 193.

Parcel No. 6:

That portion of Tract 10 of the partition of the Rancho San Jacinto Viejo as described in Decree of the Superior Court, County of San Diego, California, dated November 22, 1882, as shown by Map dated March 9, 1882, said Decree of Partition being recorded in Book 43 page 161 of Deeds, San Diego County Records, described as follows:

Beginning in the Northeast corner of said Tract 10; thence Southerly, along the East line of said Tract 10 to its intersection with the center line of Cedar Avenue, also called Sterling Avenue within said Tract 10; thence Westerly, along the center line of Cedar Avenue, 613.59 feet; thence North 10°03'29" West, along the Southerly extension of the Northeasterly line of Parcel 4020-136B as shown on Record of Survey on file in Book 33 page 51 of Records of Survey, Riverside County Records, and along the Northeasterly line of said Parcel 4020-136B, 187.20 feet to an angle point in the Northeasterly line of said Parcel; thence North 26°55'30" West, along the Northeasterly line of said Parcel 4020-136B and along the Northeasterly line of Parcels 4020-137B and 4020-137A, as shown on said Record of Survey to the intersection of the Northeasterly line of said Parcel 4020-137A, or an extension of said Northeasterly line thereof, with the Northerly line of said Tract 10; thence Easterly, along said Northerly line of said Tract 10, to the point of beginning;

EXCEPTING that portion of said Tract 10 lying within the above described parcel described as follows: Beginning at the Northeast corner of said Tract 10; thence South, along the East line of said Tract 10, 495 feet; thence at a right angle West 1320 feet; thence at a right angle North, 495 feet to the North line of said Tract 10; thence East, along said North line, 1320 feet, to the point of beginning;

ALSO EXCEPTING therefrom the Southerly 300.00 feet, measured from the center line of Cedar Avenue and as measured on the East line of said Tract 10.

Parcel No. 7:

A strip of land of the uniform width of 16 1/2 feet, being 13 feet on the Northwestern side and 3 1/2 feet on the Southeasterly side, both measured at right angles to the following described line:

Beginning at a point on the North line of Farm Lot 80 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, 130.6 feet East from the Northwest corner of said Lot 80;
Thence South 57°25' West, 154.7 feet to the West boundary line of said Lot 80.

Parcel No. 8:

A strip of land of the uniform width of 16 1/2 feet, being 13 feet on the Northwestern side and 3 1/2 feet on the Southeasterly side measured at right angles to the following described line:

Beginning at a point on the South boundary line of Farm Lot 78 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, 130.6 feet East from the Southwest corner of said Lot 78;

Thence North 57°25' East, 462 feet;

Thence North 46°52' East, 602.6 feet, more or less, to the North line of said Lot 78.

Parcel No. 9:

A strip of land of the uniform width of 15 feet off the East side of the _____

North-half of Farm Lot 169, and a strip of land of the uniform width of 15 feet off the South side of the North-half of said Farm Lot 169 of the lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water;

EXCEPTING from said strips, those portions thereof included in the following description:

Beginning at the Southeast corner of said North-half of Farm Lot;
 Thence North along the East line of said Lot, 40 feet;
 Thence West and parallel with the South line of the North-half of South-half of said Lot, 40 feet;
 Thence South and parallel with the East line of said Lot, 40 feet to the South line of said North-half of South-half of said Lot;
 Thence East along said South line, 40 feet to the point of beginning.

ALSO, 7 1/2 feet off of the North side of the North-half of Farm Lot 169 of the Lands of the San Jacinto Land Association, as shown by above described Map, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts, for the conveyance of water.

Parcel No. 10:

A strip of land 16 1/2 feet in width, running through the Easterly side of the South-half of the East-half of Lot 76 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, being 13 feet on the Northwesterly side and 3 1/2 feet on the Southeasterly side of the center line described as follows:

Beginning at a point on the South boundary line of Farm Lot 76, 959.4 feet East from Southwest corner of said Lot;
 Thence North 46° 52' East, 477.4 feet;
 Thence South 89° 27' East, 13 feet more or less, to the East boundary line of said Lot 76.

Parcel No. 11:

A strip of land of the uniform width of 7 1/2 feet off the North side of the Southeast quarter of Farm Lot 165 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water, which shall be constructed in such a manner as to not wash or damage the adjoining land.

Parcel No. 12:

A strip of land of the uniform width of 7 1/2 feet off the South side of the South-half of the Northeast Quarter of Farm Lot 165 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 13:

A strip of land of the uniform width of 15 feet off the East side of the South three-quarters of the South-half of Farm Lot 168 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps,

records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 14:

A strip of land of the uniform width of 7 1/2 feet off the South side of the South-half of the South-half of Farm Lot 168 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 15:

A strip of land of the uniform width of 15 feet off the East side of the East-half of the South-half of the Southwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 16:

A strip of land of the uniform width of 7 1/2 feet off the South side of the West-half of the Northwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 17:

A strip of land of the uniform width of 7 1/2 feet off the South side of the East-half of the Northwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 18:

All of Block D of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California; also a strip of land adjoining the said Block D on the West and extending North on the West line of said Block D to the middle of Second Street; said strip of land being 30 feet wide more or less, and bounded on the west by the West line of Hewitt's Tract.

Parcel No. 19:

A strip of land of the uniform width of 15 feet off the East side of the South-half of the West-half of the Southwest Quarter of Farm Lot 171 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water without washing or damage to said land.

Parcel No. 20:

That portion of Lot 2 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, particularly described as follows:

58043

Beginning at a point on the North line of said Lot 2, 18 feet West of the East line thereof;

Thence South and parallel with the East line of said Lot 2, 142 feet;

Thence West and parallel with the North line of said Lot 2, 32 feet;

Thence North and parallel with the East line of said Lot 2, 142 feet to the North line thereof;

Thence East along said North line, 32 feet to the point of beginning.

Parcel No. 21:

That portion of Lots 23, 24 and 25 of the Resubdivision of H.T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, particularly described as follows:

Commencing at the South corner of said Lot 25, in the center of Mountain Avenue;

Thence North 45° East on the Southeast line of said Lot 25, 1281.2 feet for the point of beginning;

Thence North 45° West, 55 feet;

Thence North 45° East, 135.08 feet;

Thence North 16°19' West, 398.3 feet;

Thence North 23°04' West, 107 feet;

Thence North 45°59' West, 360 feet;

Thence North 36°37' West, 1103.4 feet to the North line of said Lot 23;

Thence East 1367.7 feet on the North line of said Lots 23 and 24 to the Northeast corner of said Lot 24;

Thence South 45° East, 996.6 feet on the Northeasterly line of said Lots 24 and 25 to the East corner of said Lot 25;

Thence South 45° West, 1456.44 feet on the Southeast line of said Lot 25, to the point of beginning.

Parcel No. 22:

All that portion of Farm Lots 65, 198, 199 and 200 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, lying Northeasterly of East Main Street, as shown by Map of the Kumler Ranch Tract Addition, on file in Book 8 page 51 of Maps, records of Riverside County, California;

EXCEPTING therefrom a roadway Easement over that portion thereof conveyed to Riverside County by Deed recorded January 26, 1932 in Book 63 page 278 of Official Records of Riverside County, California.

Parcel No. 23:

All of Lot 6 and the southerly 350.00 feet of Lot 4 of the Kumler Ranch Tract, as shown by Map on file in Book 8, page 52, of Maps, Records of Riverside County, California, said southerly 350.00 feet of Lot 4 being measured from the northerly right of way line of Tanner Street.

Parcel No. 24:

All of Lot 17 of the Midway Ranch Tract, as shown by Map on file in Book 8 page 50 of Maps, records of Riverside County, California.

Parcel No. 25:

All of Lots 79, 80, 91, 92, 93, 94 and 95 of the Estudillo Land & Water Co.'s Addition to San Jacinto, as shown by Map of said Addition on file in Book 9 page 410 of Maps, records of San Diego County, California.

Parcel No. 26:

The Easterly 20 feet of Lot 13 of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California.

Parcel No. 27:

All that portion of Lots 7, 8, 9 and that portion of Lot B of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California, particularly described as follows:

Beginning at a point in the center line of First Street, and the Southeast corner of said Lot 7 of said Kumler Ranch Addition;

Thence Northerly on the Easterly line of said Lot 7 and an extension thereof North across said Lot 8, Lot B and Lot 9, to a point on the center line of Seventh Street, as shown on said Map;

Thence Westerly on the center line of Seventh Street, 20 feet to a point;

Thence Southerly in a straight line to a point on the center line of First Street, which said point is 20 feet West of the Southeast corner of said Lot 7;

Thence East on the center line of First Street, 20 feet to the point of beginning; being a strip of land 20 feet in width extending from the center line of First Street to the center line of Seventh Street across said Lots 7, 8, 9 and B of said Kumler Ranch Tract Addition.

Parcel No. 28:

That portion of Lot 2 of Weber and Griffin's Subdivision of Tract XVII of the Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California, particularly described as follows:

Beginning at the Southeast corner of said Lot 2;

Thence Northerly on the Easterly line of said Lot, 242 feet;

Thence Westerly and parallel with the Southerly line of said Lot, 180 feet;

Thence Southerly and parallel with the Easterly line of said Lot 2, 242 feet to the Southerly line thereof;

Thence Easterly on the Southerly line of said Lot, 180 feet to the point of beginning.

Parcel No. 29:

All that portion of Lot 4 in Block 93 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Beginning at the intersection of the North line of said Lot with the Southwesterly line of Mountain Avenue as shown on said Map;
 Thence South 50 feet;
 Thence East 50.20 feet to said Southwesterly line of Mountain Avenue;
 Thence North $45^{\circ}07'$ West along said Southwesterly line, 70.85 feet to the point of beginning.

Parcel No. 30:

All that portion of Lot 3 in Block 117 of Lands of Hemet Land Company and of Washington Avenue adjoining said Block 117 on the South, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Commencing at a point in the center line of Mountain Avenue as shown by said Map, 33 feet South 45° West from the West corner of Block 116 1/2 of said Lands of Hemet Land Company, said point of commencement being the point of intersection of said center line of Mountain Avenue with the Southeasterly line of River Street, as shown by said Map, extended Southwesterly;

Thence South $45^{\circ}00'$ East, 211.86 feet;

Thence South $88^{\circ}31'$ East, 1303.50 feet from point of beginning;

Thence North $1^{\circ}29'$ East, 52 feet;

Thence South $88^{\circ}31'$ East, 127.21 feet more or less to a point in the Southeasterly line of the property conveyed to John G. Nielsen by Deed recorded October 23, 1930 in Book 879 page 211 of Deeds, records of Riverside County, California;

Thence South $69^{\circ}15'$ West along said Southeasterly line to a point of beginning;

EXCEPTING therefrom an easement in favor of the public over any portion thereof included in Washington Avenue.

Parcel No. 31:

Block 117 1/2 and all that portion of Blocks 116 1/2 and 117 of Lands of Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, lying Northeasterly of the following described line:

Commencing at the intersection of the center line of Mountain Avenue with the Southeasterly line of River Street as shown by said map;

Thence North 45° East, 1494.90 feet to the point of beginning of the line hereinabove referred to;

Thence South $54^{\circ}45'$ East, 1855.92 feet to the East line of said Block 117.

Parcel No. 32:

All those lots and portions of lots of the lands of the Fairview Land and Water Company, as shown my Map on file in Book 6 page 307 of Maps, records of San Diego County, California, lying Northerly and Easterly of a line described as follows:

Beginning at a point on the Northeasterly line of said Fairview Lands and of Lot 50 of said Lands, North $50^{\circ}45'$ West, 121.79 feet along said Northeasterly line from the corner of said Lands known as S.J. 34;

Thence South $68^{\circ}06'$ West, 272.14 feet;

Thence South $74^{\circ}03'$ West, 144.00 feet;

Thence South 66° 37' West, 173.62 feet to a point on the Northerly line of Florida Avenue, as shown on said Map, at its intersection with the Westerly line of said Lot 50;
 Thence South 55.98 feet;
 Thence North 63° 17' West, on the center line of Florida Avenue, 738.25 feet;
 Thence North 55.98 feet to a point on the Northerly line of Florida Avenue at its intersection with the Westerly line of Lot 51 of said Fairview Lands;
 Thence North 31° 39' West, 283.99 feet;
 Thence North 58° 52' West, 192.00 feet;
 Thence North 50° 59' West, 437.72 feet to a point on the Westerly line of Lot 52 of said Fairview Lands, distant 344.28 feet North along said Westerly line from its intersection with the center line of Florida Avenue;
 Thence North 50° 15' West, 279.54 feet;
 Thence North 51° 56' West, 301.64 feet;
 Thence North 77° 04' West, 212.45 feet to a point on the center line of Georgia Avenue, as shown on said Map, distant 425.85 feet North along said line from its intersection with the center line of Florida Avenue;
 Thence North 77° 04' West, 121.01 feet;
 Thence North 52° 24' West, 295.88 feet;
 Thence North 48° 40' West, 194.52 feet;
 Thence North 63° 31' 30" West, 113.75 feet;
 Thence North 82° 05' West, 61.34 feet to a point on the Westerly line of Lot 54 of said Fairview Lands, distant 821.09 feet North along said line from its intersection with the center line of Florida Avenue;
 Thence North 82° 05' West, 265.30 feet;
 Thence North 70° 38' West, 166.33 feet;
 Thence North 49° 30' West, 224.23 feet;
 Thence North 43° 45' West, 102.36 feet to a point on the center line of Grant Avenue as shown on said Map, distant 1132.39 feet North along said line from its intersection with the center line of Florida Avenue;
 Thence North 43° 45' West, 263.87 feet to a point on the center line of Palm Avenue as shown on said Map, distant 182.47 feet West along said line from its intersection with the center line of Grant Avenue;
 Thence North 43° 45' West, 155.85 feet;
 Thence North 71° 46' 30" West, 144.29 feet;
 Thence South 82° 50' West, 141.45 feet;
 Thence South 86° 54' West, 93.50 feet to a point on the Westerly line of Lot 47 of said Fairview Lands, distant 135.00 feet North along said line from its intersection with the center line of Palm Avenue;
 Thence North 67.26 feet along the said Westerly line of Lot 47;
 Thence West 210.74 feet;
 Thence North 61° 56' West, 510.27 feet to a point on the Westerly line of Lot 46 of said Fairview Lands, distant 442.34 feet North along said line from its intersection with the center line of Palm Avenue;
 Thence North 61° 56' West, 54.93 feet;
 Thence North 44° 49' West, 612.80 feet;
 Thence North 34° 01' West, 254.80 feet;
 Thence North 31° 52' West, 72.09 feet to a point on the Westerly line of Lot 45 of said Fairview Lands, distant 1175.31 feet North along said line from its intersection with the center line of Palm Avenue;
 Thence North 31° 52' West, 173.31 feet to a point on the center line of Olive Avenue as shown on said Map, distant 569.50 feet East along said line from its intersection with the center line of Lincoln Avenue;
 Thence North 34° 11' West, 197.50 feet;
 Thence North 22° 03' 30" West, 431.50 feet;
 Thence North 32° 22' West, 179.20 feet;

Thence North $21^{\circ} 26'$ West, 548.85 feet to a point on the center line of Lincoln Avenue, as shown upon said Map, distant 1225.54 feet along said line from its intersection with the center line of Olive Avenue;

Thence North $21^{\circ} 26'$ West, 103.09 feet to a point on the center line of Laurel Avenue as shown upon said Map, distant 37.67 feet West along said line from its intersection with the center line of Lincoln Avenue;

Thence North $21^{\circ} 26'$ West, 123.76 feet;

Thence North $28^{\circ} 30'$ West, 229.40 feet;

Thence North $7^{\circ} 34' 20''$ West, 193.20 feet;

Thence North $17^{\circ} 51'$ East, 233.25 feet to a point on the Northeasterly boundary line of said Fairview Lands, distant 188.93 feet North $50^{\circ} 45'$ West, along said line from its intersection with the center line of Lincoln Avenue;

Thence North $50^{\circ} 45'$ West, 1313.38 feet along said Northeasterly boundary line of the Fairview Lands, to a point distant 379.20 feet North $50^{\circ} 45'$ West along said line from its intersection with the center line of Cedar Avenue as shown upon said Map, said point being also about 20 feet South of the top of bank on the Southerly side of the San Jacinto River;

Thence turning and running Westerly closely parallel to the top of said bank, through Lots 1, 2, 3 and 4 of the said Fairview Lands, by the following courses and distances;

North $73^{\circ} 19' 30''$ West, 249.40 feet;

Thence West 275.90 feet;

Thence North $74^{\circ} 58' 30''$ West, 165.30 feet;

Thence North $86^{\circ} 15' 30''$ West, 145.76 feet to a point on the Westerly line of Lot 1 of said Fairview Lands, distant 363.84 feet North along said line from its intersection with the center line of Cedar Avenue;

Thence North $86^{\circ} 15' 30''$ West, 130.49 feet;

Thence North $75^{\circ} 17' 30''$ West, 245.70 feet;

Thence North $66^{\circ} 24' 30''$ West, 181.60 feet;

Thence South $84^{\circ} 46'$ West, 127.35 feet to a point on the center line of Fairview Avenue as shown upon said Map, distant 495.80 feet North of its intersection with the center line of Cedar Avenue;

Thence South $84^{\circ} 46'$ West, 208.10 feet;

Thence South $72^{\circ} 13'$ West, 476.43 feet to a point on the Westerly line of Lot 3 of said Fairview Lands, distant 331.31 feet North along said line from its intersection with the center line of Cedar Avenue;

Thence South $72^{\circ} 13'$ West, 136.87 feet;

Thence South $82^{\circ} 53'$ West, 163.74 feet;

Thence South $67^{\circ} 01'$ West, 399.83 feet to a point on the Westerly line of Lot 4 of said Fairview Lands, distant 113.10 feet North along said line from its intersection with the center line of Cedar Avenue;

Thence South $67^{\circ} 01'$ West, 59.77 feet;

Thence South $88^{\circ} 17'$ West, 257.00 feet;

Thence North $83^{\circ} 04'$ West, 351.56 feet to a point on the Westerly line of Lot 5 of said Fairview Lands, distant 124.50 feet North along said line from its intersection with the center line of Cedar Avenue;

Thence North $83^{\circ} 04'$ West, 106.74 feet;

Thence North $77^{\circ} 36'$ West, 323.60 feet;

Thence North $83^{\circ} 10'$ West, 240.60 feet to a point of ending on the center line of Chicago Avenue, as shown upon said Map, distant 235.50 feet North along said line from its intersection with the center line of Cedar Avenue.

Said property is also shown as Lots 50A, 51, 52A, 53A, 54A, 55A, 56A, 49, 48, 47A, 46A, 45A, 44A, 21, 22, 23A, 24A, 20, 19A, 18A, 17A, 6A and all those portions of Lots 1A, 2A, 3A, 4A and 5A lying North of the aforescribed line running through said Lots, on Record of Survey on file in Book 9 page 64 of Records of Survey, records of Riverside County, California.

58043

Parcel No. 33:

All that portion of the South-half of North-half of Farm Lot 169 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, particularly described as follows:

Beginning at the Southeast corner of said South-half of North-half of said Lot;
Thence North along the East line thereof, 40 feet;
Thence West and parallel with the South line of said South-half of North-half of said Lot, 40 feet;
Thence South and parallel with said East line of South-half of North-half of said Lot, 40 feet to the South line thereof;
Thence East along said South line, 40 feet to the point of beginning;

EXCEPT therefrom the easterly 15.00 feet thereof.

Parcel No. 34:

All that portion of Lot 4 in Block 136 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Beginning at a point on the Westerly line of Gilbert Street, 140 feet North of the intersection of said Westerly line with the Northerly line of Devonshire Avenue as shown on said Map;
Thence North along said Westerly line of Gilbert Street, 20 feet;
Thence West 30 feet;
Thence South 20 feet;
Thence East 30 feet to the point of beginning.

Parcel No. 35:

All that portion of Tract X of the Partition of the Rancho San Jacinto Viejo, as described in a Decree of the Superior Court of San Diego County, California, dated November 22, 1882 and as shown on Map of said Partition made under said Decree, recorded December 8, 1882 in Book 43 page 161 of Deeds, records of San Diego County, California, particularly described as follows:

Beginning at the Northeast corner of said Tract X;
Thence South along the East line of said Tract X, 495 feet;
Thence at a right angle West, 1320 feet;
Thence at a right angle North, 495 feet to the North line of said Tract X;
Thence East along said North line, 1320 feet to the point of beginning.

Parcel No. 36:

All that portion of the Northeast Quarter of Section 12, Township 5 South, Range 2 West, San Bernardino Meridian, as shown by United States Government Survey, particularly described as follows:

Beginning at a point on the Southerly line of said Northeast Quarter, 30 feet Easterly from the Southwest corner thereof;
Thence Easterly on said Southerly line, 30 feet;
Thence Northerly and parallel with the Westerly line of said Northeast Quarter, 50 feet;

Thence Westerly and parallel with the Southerly line of said Northeast Quarter, 30 feet;

Thence Southerly and parallel with the Westerly line of said Northeast Quarter, 50 feet to the point of beginning;

EXCEPTING therefrom the Southerly 30 feet thereof conveyed to the County of Riverside by Deed recorded June 26, 1928 in Book 771 page 127 of Deeds, records of Riverside County, California.

Parcel No. 37:

All that portion of Lot 15 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, particularly described as follows:

Beginning at the intersection of the Southerly extension of the Westerly line of said Lot 15, with the center line of First Street, as shown on said Map;
Thence North along said West line, 50 feet;
Thence East and parallel with said center line of First Street, 30 feet;
Thence South and parallel with said West line of Lot 15, 50 feet to the center line of First Street;
Thence West along said center line, 30 feet to the point of beginning;

EXCEPTING therefrom that portion thereof included in said First Street;

Said property is also shown as a portion of Lot 4 on Map showing the Resubdivision of Lots 15 and 18 H. T. Hewitt's Plat of San Jacinto, on file in Book 4 page 13 of Records of Survey, records of Riverside County, California.

SECTION II

Parcel No. 1:

The privilege of crossing or following any or all highways of which the Board of Supervisors of San Diego, State of California, had jurisdiction on January 22, 1890, as granted by said Board to the San Jacinto Land, Flume and Irrigation Company, on January 22, 1890, by Resolution duly recorded in Book 11 page 169 of Supervisors Minutes, records of San Diego County, California; such crossing to be made with a little damage as possible to the highways and each highway crossed or touched to be kept in good passable condition.

Parcel No. 2:

A perpetual Right of Way to build and maintain a pipe line or flume line the entire length of Commonwealth Avenue through the lands owned by H. T. Hewitt and Ruby Hewitt, his wife, on December 22, 1890; such pipe or flume to be built along the North line of Commonwealth Avenue and not to extend more than 3 feet above the natural grade of the land at any point West of Elsinore Street, as shown by Map of the lands of the Hemet Land Company, recorded in Book 1 page 14 of Maps, records of Riverside County, California, excepting such flume as may be built within 1000 feet of the Eastern end of the said Commonwealth Avenue. Said right of Way extending from the Westerly line of Mountain Avenue to the East line of Girard Street as shown upon map of H. T. Hewitt's Addition to San Jacinto, on file in Book 2 page 43 of Maps, records of Riverside County, California. Said flume or pipe line to be provided with proper and suitable covering at all road or street crossings.

Parcel No. 3:

A perpetual Right of Way for a water conduit not to exceed 20 feet in width through and across that certain real property situate in the Rancho San Jacinto Viejo, County of Riverside, State of California, the center line of which is described as follows, to wit:

Beginning 40 rods South from the Northeast corner of the West-half of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Thence West 40 rods.

It is agreed and understood in the Deed granting said Easement, that no more space shall be used and occupied along the line of said Right of Way than is necessary to build and maintain said water conduit.

Parcel No. 4:

A perpetual Right of Way over, along, through and across a strip of land not exceeding 20 feet wide off from the South side of the Northwest 10 acres of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; such Right of Way to be used for pipe or flume not exceeding 8 feet wide.

Parcel No. 5:

A perpetual Right of Way for a ditch, pipe or flume, over and along a strip of land not exceeding 30 feet wide along the East end of Farm Lot 80 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California.

Parcel No. 6:

A Right of Way over a strip of land 33 feet in width along the Northwest side of Block 116 1/2 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, extending from the center line of Mountain Avenue North 45° East, 22.65 chains, for a conduit or aqueduct, said conduit or aqueduct not to exceed 8 feet in width on top. Such conduit or aqueduct to be maintained or rebuilt in a manner that would do the least damage to adjoining property owners.

The owner of such Right of Way to construct and maintain a plank crossing not less than 2 inches in thickness over such conduit or aqueduct at a single point on said strip of land and to construct and maintain proper approaches to such crossing, providing such conduit or aqueduct at such point be above or below grade. Such conduit or aqueduct to be so constructed as not to obstruct any street or avenue and when the same crosses any street or avenue it shall be properly and securely covered with plank or sufficient thickness to sustain loaded vehicles, and where it crosses any street it shall be carried in a box or flume the entire width of the street and shall not raise above the grade of the street.

Parcel No. 7:

The right to construct and maintain a conduit or aqueduct along the North side of Mountain Avenue and along the North side of Commonwealth

Avenue, subject to the right of the Hemet Land Company, its successors or assigns, to cross such conduit or aqueduct with the pipes, flumes or other conduits of said Hemet Land Company, its successors or assigns, providing no injury is done to the said conduit so crossed.

Parcel No. 8:

A perpetual Right of Way over Farm Lot 14 of H. T. Hewitt's Subdivision of Tract 13, Rancho San Jacinto Viejo, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, for purposes of constructing and forever maintaining and operating conduits, water attachments and appliances, and an unobstructed right of passage on and along the boundary lines thereof for such purposes. Provided always that if such conduits shall be constructed across such land by other than boundary lines or along public highways, a reasonable sum shall be paid to the owner of such land for any actual damages that may be thereby sustained in excess of the damages that would have been sustained by such owner had such conduit been constructed on or close to a division or lot line. And the owner of this Right of Way is forever released from any loss or damage resulting from leakage, seepage or overflow from any of its water conduits or reservoirs, except such as may directly result from neglect or faulty construction.

Said property is also shown as Lot 7 and a portion of Lots 8, 9 and B on Map of Kumler Ranch Tract Addition, on file in Book 8 page 51 of Maps, records of Riverside County, California.

Parcel No. 9:

A right of Way over a strip of land 16 1/2 feet wide through Block 112, as shown by Map of the Resubdivision of H. T. Hewitt's Addition to San Jacinto, on file in Book 2 page 43 of Maps, records of Riverside County, California, as granted by the Board of Supervisors of Riverside County by order of said Board duly recorded in Book 7 page 175 of Supervisors' Minutes, records of said County.

Parcel No. 10:

A Right of Way of sufficient width to lay and maintain a pipe line, entirely underground so as not to interfere with the cultivation of the land hereinafter described; the center line of said Right of Way being described as follows:

Beginning at the Southwest corner of Block 116 1/2 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;
 Thence North 45° 00' East, 1394.9 feet to the true point of beginning;
 Thence South 45° 10' East, 372.4 feet;
 Thence South 70° 03' East, 200 feet.

Parcel No. 11:

A right of Way for pipe, cement or stone ditch lines, on the following streets, to-wit:

Beginning at the intersection of Washington Street and Mountain Avenue;

Thence Northwesterly along Mountain Avenue to Sixth Street;

Thence Westerly along Sixth Street to San Jacinto Street;

Also on Menlo Avenue, Robertson Street and all other streets in Fruitvale Tract of the lands of the San Jacinto Land Company, as granted by the Board of Supervisors on June 3, 1903, by Order of said Board duly recorded in Book 7 page 188 of Supervisors' Minutes, records of Riverside County, California.

Parcel No. 12:

A Right of Way for a cement ditch over a strip of Land 16 1/2 feet in width running through Lots 1 and 2 of Mesa Terrace Tract, as shown by Map on file in Book 8 page 46 of Maps, records of Riverside County, California, and a portion of Lots 47, 48, and 49 of the Estudillo Land & Water Company's Addition to San Jacinto, as shown by Amended Map on file in Book 8 page 292 of Maps, records of San Diego County, California, the Southerly line of said strip of land lying 3 1/2 feet South of and parallel to the following described line:

Beginning at a point in the center line of Santa Fe Street, 1757.1 feet North from the intersection of said center line with the center line of Menlo Avenue;

Thence North 53° 13' West, 437.5 feet;

Thence North 44° 31' West, 424.5 feet;

Thence North 68° 23' West, 330.0 feet;

Thence South 45° 46' West, 443.5 feet;

Thence South 85° 04' West, 206.5 feet;

Thence North 61° 39' West, 504.0 feet;

Thence North 53° 19' West, 35.8 feet to a point on the center line of

the Santa Fe Railroad running along Railroad Street, said point being 2204.7 feet North of the intersection of the center line of said Santa Fe Railroad with the aforesaid center line of Menlo Avenue;

Thence continuing North 53° 19' West, 410.2 feet;

Thence North 80° 17' West, 337.0 feet to a point in State Street;

Thence South 78° 27' West, 1063.0 feet;

Thence South 53° 50' West, 1220.0 feet to a point in the Westerly line of said Lot 47, said point being 1340.2 feet North of the intersection of the prolongation of said Westerly line of Lot 47 with the hereinbefore mentioned center line of Menlo Avenue.

The owner of this Right of Way agrees to fence the same or do whatever may be necessary for the proper protection of such ditch; also to build and maintain three bridges across said ditch. If said strip of land is not used for a water ditch for a period of one year after construction of such ditch, then this Right of Way will be forfeited and said strip of land will revert to the Grantor, its grantees or assigns. Said strip of land where the same crosses said Lot 47 is now a portion of Lots 1 and 2 of Mesa Terrace Tract, as shown by Map on file in Book 8 page 46 of Maps, records of Riverside County, California.

Parcel No. 13:

A perpetual Right of Way for the purposes of making, laying or repairing a water ditch or pipes for the conducting of water over, through and across a strip of land of the uniform width of 16 1/2 feet, being 13 feet on the Westerly side and 3 1/2 feet on the Easterly side, both measured at right angles to the following described line:

Beginning at a point on the North line of Farm Lot 83 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, 606.9 feet West from the Northeast corner of said Lot 83;

Thence South $18^{\circ} 46'$ West, 104.69 feet;

Thence South $1^{\circ} 56'$ East, 29.4 feet;

Thence South $44^{\circ} 45'$ West, 380 feet to the South line of said Lot 83.

Parcel No. 14:

A Right of Way 15 feet in width located along the West boundary line of Block 47 of Lands of the Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 8 page 292 of Maps, records of San Diego County, California, particularly described as follows:

Beginning at the Southwest corner of said Block 47;

Thence North on the West line of said Block 47, 1400 feet;

Thence East 15 feet;

Thence South and parallel with the West line of said Block 47, 1400 feet;

Thence West 15 feet on the South line of said Block 47 to a point of beginning.

Said strip of land is now a part of said Lot 47 as shown by said Map and of Lot 1 of the Mesa Terrace Tract, as shown by Map on file in Book 8 page 46 of Maps, records of Riverside County, California.

Parcel No. 15:

A general Right of Way over and across Lots 24 and 25 of Hewitt's Addition to San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, for pipe line for the conveyance of water, with the right to enter upon said land to lay, repair and maintain said pipe line.

Parcel No. 16:

A Right of Way for pipe and cement or stone ditch lines, beginning at the intersection of Mountain Avenue and Washington Street;

Thence Northeasterly along Washington Street, to its termination, as granted by Resolution of the Board of Supervisors of Riverside County, upon petition of the San Jacinto Valley Water Company, recorded July 6, 1904 in Book 7 page 434 of Supervisors' Minutes, records of said County.

Parcel No. 17:

A general Right of Way along the North line of Tract X of the Partition of the Rancho San Jacinto Viejo, as described in a Decree of the Superior Court of San Diego County, California, dated November 22, 1882, and as shown on Map of said Partition made under such decree, said Map being dated March 9, 1882, and said Decree of Partition being recorded in Book 43 page 161 of Deeds, records of San Diego County, California, for a pipe line for the conveyance of water, with the right to enter upon said Right of Way to lay, repair and maintain said pipe line.

Parcel No. 18:

A general Right of Way over and across Lots 1, 2, 3 and 4 of Blocks 116 1/2 and 117 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, for pipe line for the conveyance of water, with right to enter upon said lands to lay, repair and maintain such pipe line, said pipe to be laid deep enough underground to permit cultivation of the land.

Said Right of Way not to be fenced, and not less than two outlets for water are to be placed at such points as will permit the water to flow readily over said lands.

Parcel No. 19:

Such Rights of Way as may be reasonably required upon which to construct mains and laterals to convey water over and across the following described property:

Lots 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13 and 14 of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California;

Lots 1, 2, 3, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of the Kumler Ranch Tract, as shown by Map on file in Book 8 page 52 of Maps, records of Riverside County, California;

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 of the Midway Ranch Tract, as shown by Map on file in Book 8 page 50 of Maps, records of Riverside County, California;

All of Lot 53 of H. T. Hewitt's Addition to San Jacinto, as shown by Map on file in Book 13 page 624 of Maps, records of San Diego County, California;

All of Lots 96, 97, 98, 99 and 100 of the Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 9 page 410 of Maps, records of San Diego County, California, together with all portions of adjoining and intersecting streets shown as vacated by Map filed for record in Book 8 page 292 of Maps, records of San Diego County, California, EXCEPTING that portion thereof heretofore conveyed by Francisco Estudillo to California Central Railway Company, by Deed recorded in Book 111 page 138 of Deeds, records of San Diego County, California;

All of the East-half of the Southwest Quarter of Farm Lot 160;
Farm Lots 161 and 164;
The Southwest Quarter of Farm Lot 167;
The East-half of the Northwest Quarter and the Southwest Quarter of Farm Lot 173;
That portion of Farm Lot 174, particularly described as follows:

Beginning at the Southwest corner of said Farm Lot 174;
Thence East 10 chains;
Thence Northerly 14.29 chains, more or less, in a straight line to Ranch corner S. J. No. 10;
Thence West 10 chains to Ranch corner S. J. No. 11;
Thence South 14.29 chains to beginning;
Also, that portion of Farm Lot 174, particularly described as follows:

Beginning at the Southeast corner of said Farm Lot 174;
Thence West on the Southerly line of said Lot, 5 1/2 chains;
Thence North parallel with the Easterly line of said Lot, 20 chains;
Thence West at a right angle, to the Westerly line of said Farm Lot;
Thence North on the Westerly line of said Farm Lot, 20 chains to the most Northwesterly corner thereof;
Thence East 10 chains to the Northeast corner thereof;
Thence South on the Easterly line of said Farm Lot, 40 chains to the point of beginning;

Farm Lot 175;

Farm Lot 176, EXCEPTING the Northeast 40 acres in square form, said excepted portion being the Northeast Quarter of the Northwest Quarter of Section 8, Township 5 South, Range 1 West, San Bernardino Meridian;

The East-half and the South 10 acres of the West-half of Farm Lot 178.

The above Farm Lots are of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Lots 8, 9, 10 in Section 6; and Lot 4 and the Northwest Quarter of the Northeast Quarter of Section 7, all in Township 5 South, Range 1 West, San Bernardino Meridian.

PROVIDED, HOWEVER, that this Right shall be reasonably exercised so as not to do unnecessary damage to said lands when used for residence or agricultural purposes, and said pipe line or lines shall be made to conform to boundary lines of Lots or the boundary lines of subdivisions of said Lots, provided the same may be done without extra expense to the owner of this Right. Said pipe line or lines to be laid underground in the lands above described, to the depth of not less than 16 inches. The owner of this Right shall at all times have the right to enter upon such Rights of Way for the purpose of maintaining, inspecting, re-laying or repairing said pipe line or lines, and shall not be responsible for damage caused said lands by reason of maintaining, inspecting, laying, re-laying or repairing said pipe line or lines, other than damages occasioned by the wilful neglect of the owner of this Right.

Parcel No. 20:

The Right or Consent by the San Jacinto Land Company, a corporation, as granted by said corporation, to the Citizens' Water Company of San Jacinto, by Deed dated November 15, 1911 and recorded December 4, 1911 in Book 341 page 195 of Deeds, records of Riverside County, California, whereby the said San Jacinto Land Company grants to the said Citizens' Water Company of San Jacinto, a Right of Way for the construction, re-construction, maintenance and repair of such pipe line or lines, conduit or conduits forming part of the water system of the said Citizens' Water Company of San Jacinto, as it may, from time to time, decide to construct and maintain upon all or any of the public streets within the lands described in Parcel No. 19 hereinbefore set out, or abutting thereon, together with the right to lay said lines or any of them upon or below the surface of said lands, and constructed as enclosed or open pipe lines, or constructed in whole or in part as open or enclosed lines.

Parcel No. 21:

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the East-half of Block 178 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point in said Block 178 in the Southerly line of Menlo Avenue, 2 feet West from the Westerly line of the street running South on the Easterly line of said Block 178, known as Kirby Street;

Thence South and parallel with the Westerly line of Kirby Street to the South line of said Block 178.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through Blocks 178, 176 and 175 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point near the Northeast corner of said Block 178, where the pipe line now laid in this Right of Way leaves Menlo Avenue;

Thence in a Southwesterly direction through the Northeast Quarter of said Block 178, following the center of said pipe line to a point 650 feet more or less, Easterly from the Northwest corner of the North-half of the Southeast Quarter of said Block 178, said point being 6 feet South of the South line of the said Northeast Quarter of said Block 178;

Thence following the center of said pipe line West, 6 feet South and parallel to the South line of the North-half of said Block 178 and the South line of the Northeast Quarter of said Block 176 to a point near the Northwest corner of the Southeast Quarter of said Block 176;

Thence following the center of said pipe line in a Northwesterly direction through the East-half of the Northwest Quarter of said Block 176 to a point near the South line of the 12 acre Lot in said Block 176;

Thence following the center of said pipe line running West and parallel with the South line of said 12 acre lot in said Block 176 and through said Block 175 to a point near the West line of said Block 175 and to the terminus of the pipe line now laid therein.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the East-half of Block 176 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point on the center line of the Right of Way last hereinabove described, 4 feet West of the West line of a street running North along the Easterly line of said Block 176, known as Sanderson Avenue;

Thence North parallel with the West line of Sanderson Avenue to the North boundary line of said Block 176.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the East-half of the Southeast Quarter of Block 173, of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point in said Block 173 in the Northerly line of Menlo Avenue, 4 feet West from the Westerly line of the street running North along the East line of said Block 173, known as Sanderson Avenue;

Thence North parallel with the Westerly line of Sanderson Avenue to the North line of the East-half of the Southeast Quarter of said Block 173.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the East-half of the Northeast Quarter of Block 173, as shown by Map of the Lands of the San Jacinto Land Association, on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point on the South line of the East-half of the Northeast

Quarter of said Block 173, 4 feet West from the Westerly line of a street running North along the East line of said Block 173, known as Sanderson Avenue;

Thence North parallel with the Westerly line of Sanderson Avenue, 820 feet more or less, to a point;

Thence in a Northeasterly direction following the center line of the pipe line laid therein to the Westerly line of Sanderson Avenue.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the East-half of Block 161 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point in said Block 161 on the North line of a street running along the Southernly side of said Block 161, known as Esplanado Avenue, 2 feet West of the West line of a street running along the East line of said Block 161 known as Cawston Avenue;

Thence North parallel with the West line of said Block 161.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water through and in the Northeast Quarter of Block 174 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point in said Block 174 on the North line of a street running East and West through the center of said Block, known as Fruitvale Avenue, about 2 feet West of the West line of the street running along the East line of said Block 174, known as Cawston Avenue;

Thence North parallel with the West line of said Cawston Avenue to the North line of said Block 174.

Subject to the condition that the center lines of said Rights of Way are to coincide with the center lines of the pipe lines as laid on said Rights of Way at the date of the Deed conveying such Rights of Way, which said Deed is dated March 10, 1917 and recorded March 28, 1917 in Book 460 page 96 of Deeds records of Riverside County, California.

Subject to the further conditions that all pipe lines laid on said Rights of Way subsequent to March 10, 1917, shall be laid at not less depth than that of the existing pipe lines, and that such Rights of Way shall be of such width as may be reasonably required for the purposes for which said Rights of Way were granted and that the owner of these rights shall at all times have the right to enter upon the said Rights of Way for the purpose of operating, maintaining, inspecting, laying, relaying or repairing such pipe lines and shall not be responsible for any damage caused thereby, or by the operation of said pipe lines, or by reason of the escape of water therefrom, or by reason of operating, maintaining, inspecting, laying, relaying or repairing said pipe line or lines, other than damage caused by the wilful neglect of the owner of said Rights of Way.

Parcel No. 22:

A Right of Way for a road 16 feet in width over and across the Westerly end of the following described land:

The South 1 acre of the East-half of the West-half of Farm Lot 87 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California.

Parcel No. 23:

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the Northeast Quarter of Block 173 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point in the Southerly line of the Northeast Quarter of said Block 173, in the Northerly line of a street running East and West through the center of said Block 173, known as Fruitvale Avenue, 4 feet West from the Westerly line of a street running North and South along the East side of said Block 173, known as Sanderson Avenue, said point of beginning being in the center of the pipe line now laid in said Right of Way;

Thence Northerly parallel to the Westerly line of said Sanderson Avenue and following the center of said pipe line to a point about 470 feet Southerly from the Southerly line of a street running East and West along the Northerly line of said Block 173, known as Eaton Avenue;

Thence Northeasterly following the center of said pipe line to Sanderson Avenue.

Said Right of Way being intended to coincide with the route and location of a certain pipe line as laid so that the center line of said Right of Way shall be the same as the center line of the pipe line as laid and that all pipe lines laid on said Right of Way subsequent to March 18, 1914, shall be laid underground and at not less depth than the existing pipe line, and said Right of Way shall be of such width as may be reasonably required for the purposes for which said Right of Way is granted, and the owner of said right shall at all times have the right to enter upon said Right of Way for the purpose of maintaining, inspecting, laying, relaying or repairing said pipe line or lines, and shall not be responsible for any damage caused thereby or by the operation of said pipe line or by reason of the escape of water therefrom or by reason of maintaining, inspecting, laying, or relaying or repairing said pipeline, other than damages caused by the wilful neglect of the owner of said right.

Parcel No. 24:

A Right of Way over the most Southerly 16 feet of the North-half of Farm Lot 160 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, to maintain a pipe line for the conveyance of water, together with the necessary stands and outlets thereof, said pipe line to be maintained not less than 12 inches below the surface of the ground, together with the right of access to said strip of land for the purpose of repairing or relaying said pipe line and its equipment and of regulating and controlling the flow of water therefrom.

Parcel No. 25:

Such Rights of Way as may be reasonably required upon which to construct mains and laterals to convey water over and across all of Lots 110, and 111 of the Resubdivision of Blocks 31 to 33, part of 34, 38 to 41, 47 to 52, part of 54 and 55 to 90 inclusive of H. T. Hewitt's Addition to San Jacinto, as shown by Map on file in Book 2 page 43 of Maps, records of Riverside County, California.

PROVIDED, HOWEVER, that this right shall be reasonably exercised so as not to do unnecessary damage to said lands when used for residence or agricultural purposes, and said pipe line or lines shall be made to conform to

boundary lines of Lots, or the boundary lines of Subdivision of said Lots, provided the same may be done without extra expense to the owner of this right. Said pipe line or lines to be laid underground in the lands above described, to the depth of not less than 16 inches. The owner of this right shall at all times have the right to enter upon such Rights of Way for the purpose of maintaining, inspecting relaying or repairing said pipe lines, and shall not be responsible for damage caused said lands by reason of operating said pipe lines, or by reason of the escape of water therefrom, or by reason of maintaining, inspecting, laying, relaying or repairing said pipe line or lines, other than damages occasioned by the wilful neglect of the owner of this right.

Parcel No. 26:

The right to construct, maintain and operate flumes, ditches, pipe lines, dams, underground chambers, reservoirs, conduits, and any and all other structures and appliances for the collection, storage, conveyance and distribution of water for irrigation or other purposes, and to convey, distribute and use the water in, or stored, collected or developed thereby in, upon, over, beneath, across and through that portion of Tract 8 of the Rancho San Jacinto Viejo, as described in a Decree of the Superior Court of San Diego County, California, dated November 22, 1882 and as shown on map being dated March 9, 1882, and said Decree of Partition being recorded in Book 43 page 161 of Deeds, records of San Diego County, California, lying Southerly, Southwesterly or Southeasterly of certain lines dividing said Tract 8 into Northerly and Southerly portions. The course of the said lines is more particularly described as follows:

A line beginning at a point "A" on the South line of Tract 8 of the Rancho San Jacinto Viejo, 1060.0 feet South $89^{\circ} 50'$ West from the intersection of the South line of said Tract 8 and the East line of Section 5, Township 5 South, Range 1 East, San Bernardino Meridian;

Thence 1020.4 feet North $61^{\circ} 33'$ West, to a point "B" which is on the common boundary between allotments Nos. 53 and 54 of said Section 5 (as shown by allotment Map of Soboba Reservation prepared by the United States General Land Office and approved Dec. 6, 1916) 505 feet Southward from the corner common to allotment Nos. 39, 40, 53 and 54 of said Section 5;

Thence 695.4 feet North $79^{\circ} 18'$ West, to a point "C" which is on the common boundary between allotment Nos. 54 and 55 of said Section 5, 368 feet Southward along said line from the corner common to allotment Nos. 40, 50, 54 and 55 of said Section 5;

Thence 1996.8 feet South $87^{\circ} 05'$ West, to a point "D" which is 23.1 feet South $1^{\circ} 20'$ East of the meander corner common to allotment Nos. 57 and 58 of said Section 5;

Thence 803.2 feet North $82^{\circ} 40'$ West, to a point "E" which is 124.2 feet South $88^{\circ} 49'$ West on the meander corner common to allotment No. 58 of said Section 5 and allotment No. 26 of Section 6, in Township 5 South, Range 1 East, San Bernardino Meridian;

Thence 487.8 feet North $48^{\circ} 50'$ West to a point "F" which is 21.8 feet South $89^{\circ} 49'$ West of the meander corner common to allotment Nos. 24 and 26 of said Section 6;

Thence 6679.1 feet North $40^{\circ} 25'$ West to a point "G" which is on the Northwestern line of said Tract 8, 186 feet Southwesterly along said Northwestern line of said Tract 8 from the meander corner common to allotment No. 20 of Section 31, Township 4 South, Range 1 West, San Bernardino Meridian, the area lying within said Tract 8 and to the South, Southeast or

Southwest of said line above described being designated for convenience as Parcel IV of said Tract 8, to correspond with the designation employed in a certain contract relating to the premises herein described and to other land, between the Secretary of the Interior of the United States and the Citizens' Water Company of San Jacinto, and being shown as Parcel IV on maps attached as exhibits to said contract, said Parcel IV comprising 105 acres, more or less.

ALSO, in, upon, over, beneath, across and through that portion of said Tract 8 lying Southerly, Southwesterly or Southeasterly of a line beginning at a point "J" on the South line of said Tract 8, 244.4 feet North 89° 50' East of the intersection of the South line of said Tract 8 and the West line of Section 4, Township 5 South, Range 1 East, San Bernardino Meridian;

Thence 307.6 feet North 77° 30' East to a point "K" which is on the Northeast line of said Tract 8.

The area lying within said Tract 8 and to the South, Southeast or Southwest of said line last above described, being designated for convenience as Parcel V of said Tract 8, to correspond with the designation employed in the contract and maps aforesaid and comprising 9/10 of an acre of land, more or less.

The rights described in that last mentioned Parcel are subject to the qualifications and limitations providing that the Citizens' Water Company, its successors or assigns, shall not and will not, in or by the exercise of any of the rights therein described, in anywise injure, diminish or detrimentally affect the full use and occupation by the United States of America of that portion of said Tract 8 of the Rancho San Jacinto Viejo, lying Northerly, Northwesterly or Northeasterly of said two dividing lines, and shall not and will not diminish the underground waters of that portion of said Tract 8, lying Northerly, Northwesterly or Northeasterly of said two dividing lines, so as in anywise to detrimentally affect the present or future wells of the United States of America, on said portion of said Tract or the development by any other means of said underground waters, or their use upon said Tract 8 or upon any part of the Soboba Indian Reservation.

Parcel No. 27:

Rights of Way for water pipes, flumes or other conduits over and across that certain tract of land described as follows:

That portion of Blocks 116 1/2 and 117 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Beginning at the intersection of the center line of Mountain Avenue and the Southeasterly line of River Street;

Thence North 45° East on the Southeasterly line of River Street 1216.91 feet;

Thence South 75° East, 498.94 feet;

Thence South 51° 19' East, 1039.06 feet;

Thence South 69° 15' West, 749.30 feet;

Thence North 88° 31' West, 1303.5 feet;

Thence North 45° West, 211.86 feet to the point of beginning;

EXCEPTING therefrom the Right of Way for Mountain Avenue as shown on said Map.

Parcel No. 28:

A Right of Way to operate, maintain, repair and reconstruct those certain pipe lines described as follows:

That certain pipe line for the conveyance of water running from the main pipe line of the Fruitvale Mutual Water Company on Mountain Avenue, Northerly along River Street or on or near the Easterly side of Lot 25, as shown by a Map of the Resubdivision of H. T. Hewitt's Plat of San Jacinto, on file in Book 8 page 386 of Maps, records of San Diego County, California to the Northerly end of said pipe line.

Also, that certain pipe line running from the pipe line last mentioned in a Northwesterly direction across said Lot 25, and across Lots 24 and 23 as shown by said Map, to the Northwesterly boundary of said Lot 23;

Also, that certain pipe line running from the pipe line first described in this parcel, across said Lots 25, 24, and 23, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, and across Lot 22 to the Westerly boundary of said Lot 22.

Said Rights of Way shall coincide with the route and the pipe lines so laid. All pipe lines hereafter laid on the Rights of Way hereinabove in this parcel described shall be laid under ground and at not less depth than the existing pipe lines.

The Rights of Way hereinabove in this parcel described, shall be of such width as may be reasonably required for the purposes for which said Rights of Way are granted, and the owner of this right shall at all times have the right to enter upon the Rights of Way hereinabove described, for the purpose of operating, maintaining, inspecting, laying, relaying or repairing said pipe lines, and shall not be responsible for any damage caused thereby or by the operation of said pipe lines, or by reason of the escape of water therefrom, or by reason of operating, maintaining, inspecting, laying, relaying or repairing said pipe line or lines, other than damages caused by wilful neglect of the owner of said right.

Parcel No. 29:

A Right of Way along certain pipe lines located in Lots 2, 3, and 5 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, said Right of Way being described as follows:

Beginning at the pumping plant of Fruitvale Mutual Water Company located on said Lot 2;

Thence South along said pipe line, a Right of Way 8 feet in width, so that the center of said Right of Way shall be the center of said pipe line, to a point 4 feet beyond where said pipe line turns to cross said Lot 3;

Thence a Right of Way 8 feet in width, East along said pipe line across said Lot 3, so that the North line of said Right of Way shall be 18 inches North of the North side of said pipe line to the said East line of said Lot 3;

Thence A Right of Way 10 feet in width, South along said pipe line, so that the East line of said Right of Way is the East property line of said Lot 3, to a point 8 feet South of the North property line of said Lot 5;

Thence a Right of Way 8 feet in width, East along said pipe line so that the center of said Right of Way shall be the center of said pipe line, to the East line of said Lot 5;

Thence A Right of Way along said pipe line 10 feet in width, South along the East side of said Lot 6, so that the East line of said Right of Way shall be the East property line of said Lot 5;

All of said Right of Way along the entire pipe line to be for the purpose of maintaining, using, operating, repairing, and replacing said pipe line and conducting and conveying water therein, together with the right to enter upon said Lots 2, 3, and 5, along said pipe line for the purposes of repairing and renewing and inspecting said pipe lines, but not to make a roadway thereon.

Also, a Right of Way 8 feet in width, the center line of said Right of way being described as follows:

Beginning at the center line of the pipe line described in the first part of the foregoing paragraph, at the point where said pipe line turns East to cross Lot 3;

Thence South parallel to the East line of Lot 2 to the North line of First Street;

Thence Southeast to a point on the South line of First Street, 4 feet East of the West line of Lot 5;

Thence South parallel to the West line of Lot 5 to a point 140 feet North of the North line of Third Street;

Thence Southeast at an angle of 45° to a point on the North line of Third Street, 140 feet East of the West line of Lot 5;

Said Right of Way to be for the purpose of owning, maintaining, using, operating, repairing and replacing a pipe line therein and conducting and conveying water therein, together with the right to enter upon said Lots 2, 3 and 5, along said Right of Way for the purposes of repairing and renewing and inspecting said pipe lines, but not to make a roadway thereon.

Parcel No. 30:

A perpetual Right of Way for water pipes, conduits or ditches over the North 20 feet and the East 20 feet of the North-half of the Southwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California.

Parcel No. 31:

A Right of Way to construct, reconstruct, maintain and repair a pipe line for the conveyance of water in and through the East-half of Farm Lot 76 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, being 5 1/2 feet on the North side and 2 feet on the South side of a line described as follows:

Beginning at a point in the Easterly boundary of said Farm Lot 76, distant 2 feet North from the Southerly line of said Farm Lot 76;

Thence West parallel to the said Southerly line, a distance of approximately 660 feet to the Westerly line of the East-half of said Farm Lot 76.

Parcel No. 32:

A Right of Way to construct, reconstruct, maintain and repair a pipe line for the conveyance of water in and through the East-half of Farm Lot 77 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at a point in the Easterly Boundary of said Farm Lot 77, distant 2 feet South from the Northerly line thereof;

Thence West and parallel with said Northerly line, approximately 330 feet to the Westerly line of the East-half of the East-half of said Farm Lot 77;

The top of all pipe lines laid across said property to be at least 14 inches below the surface of the ground, and upon the laying or relaying or repairing of such pipe line by the grantee at any time the surface of the ground is to be restored to its former condition by the grantee and shall be done with the least possible damage to any crops growing on said property.

Parcel No. 33:

A Right of Way to construct, reconstruct, maintain and repair a cement pipe line for the conveyance of water in and through the West-half of Farm Lot 76 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, being 5 1/2 feet on the North Side and 2 feet on the South side of a line described as follows:

Beginning at a point on the Easterly line of the West-half of said Farm Lot 76, distant 2 feet North from the Southerly line thereof;

Thence West and parallel with the said Southerly line, 660 feet more or less, to the Westerly line of the West-half of said Farm Lot 76.

Parcel No. 34:

A Right of Way 8 feet in width, being 4 feet on each side of a center line described as follows:

Beginning at a point in the North line of Menlo Avenue 36 feet West of the center line of Lyon Avenue;

Thence North and parallel with the East line of Farm Lot 171 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, 630 feet more or less, to the North line of the Southeast Quarter of the Southeast Quarter of said Farm Lot 171;

Said Right of Way to be for the purpose of owning, maintaining, using, operating, repairing and replacing a pipe line therein and conducting and conveying water therein, together with the right to enter upon said Right of Way for the purpose of repairing and renewing and inspecting said pipe line but not to make a roadway thereon.

Parcel No. 35:

A Right of Way 8 feet wide, being 2 feet on the West side and 6 feet on the East side of a line described as follows:

Beginning at a point on the North line of the South-half of the South-half of Farm Lot 170 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, said point being 36 feet West of the center line of Palm Avenue;

Thence South and parallel with the East line of said Farm Lot 170, 630 feet more or less, to the North line of Menlo Avenue;

Said Right of Way to be for the purpose of owning, maintaining, using, operating, repairing and replacing a pipe line therein and conducting and conveying water therein, together with the Right to enter upon said Right of Way

for the purpose of repairing and renewing and inspecting said pipe line but not to make a roadway thereon.

Parcel No. 36:

A Right of Way 8 feet wide, being 4 feet on each side of a center line described as follows:

Beginning at a point on the North line of Fruitvale Avenue, said point being 36 feet West of the center line of Palm Avenue;

Thence South and parallel with the East line of Farm Lot 170 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, 690 feet more or less, to the South line of the North-half of the South-half of said Farm Lot 170;

Said Right of Way to be for the purpose of owning, maintaining, using, operating, repairing and replacing said pipe line therein and conducting and conveying water therein, together with the right to enter upon said Right of Way for the purpose of repairing and renewing and inspecting said pipe line but not to make a roadway thereon.

Parcel No. 37:

A Right of Way 12 feet wide, being 1 foot on the West side and 11 feet on the East side of the West line of that certain pipe line:

Beginning at the North line of Farm Lot 181 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, running South across the North-half of the North-half of said Farm Lot 181 to the point where it crosses the South line of the North-half of the North-half of said Farm Lot 181 and now used by Fruitvale Mutual Water Company, a corporation, to deliver water to the North-half of the North-half of said Farm Lot 181 and other real property, together with any right, title or interest which A. A. Sproule and wife, have in or to said pipe line;

Said Right of Way to be used for the purpose of owning, maintaining, using, operating, repairing and replacing a pipe line therein and conducting and conveying water therein, together with the right to enter upon said Right of Way for the purpose of repairing and renewing and inspecting said pipe line and passing over the same for any purpose in connection with the business of said grantee, but not to make a roadway thereon for any other purpose.

Parcel No. 38:

A Right of Way 4 feet in width located upon that portion of the West-half of Lots 124 and 128 of Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 9 page 410 of Maps, records of San Diego County, California, lying immediately West of the Right of Way of the Atchison, Topeka and Santa Fe Railway Company;

Said 4 foot strip being contiguous and parallel to the Westerly line of said Railway Right of Way.

Also, a Right of Way 10 feet in width throughout, located along the Southerly line and immediately North thereof, of the said West-half of Lot 124.

Also, a Right of Way 4 feet in width located on the North-half of Lot 125 of said Estudillo Land and Water Company's Addition; said 4 foot strip being immediately West of and contiguous to the Westerly line of State Street.

Said Rights of Way are to be used for the purpose of owning, maintaining, using, operating, repairing and replacing pipe lines therein and conducting and conveying water therein, together with the right to enter upon said Right of Way for the purpose of inspecting, repairing, renewing and operating said pipe lines, also the passing over of same for any purpose in connection with the business of Fruitvale Mutual Water Company, but not to make a roadway thereon for any other purpose.

Parcel No. 39:

A Right of Way 12 feet wide, being 6 feet on each side of the center line of the 1300 feet of cement pipe line now constructed along or near the South line of Menlo Avenue and the North line of the East-half of Farm Lot 178 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the purpose of owning, maintaining, using, operating, repairing, enlarging and replacing said pipe line, or any substitute therefor, and conducting and conveying water therein, together with the right to enter upon said Right of Way for the purpose of repairing, renewing and inspecting said pipe lines, and passing over said Right of Way for any purpose in connection with the business of Fruitvale Mutual Water Company, but not to make a roadway thereon for any other purpose.

Parcel No. 40:

A Right of Way 8 feet in width extending along the Easterly side of the Southeast Quarter of Farm Lot 167 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way being immediately West of and contiguous to the Westerly line of Palm Avenue, and to be used for the purposes of owning, maintaining, using, operating, repairing, enlarging and replacing pipe lines therein or any substitute therefor, and conducting and conveying water therein; also the passing over said Right of Way for any of said purposes in connection with the business of Fruitvale Mutual Water Company.

Parcel No. 41:

A Right of Way 10 feet in width, being 5 feet on each side of the center line of a certain line of 16 inch cement pipe, extending diagonally from the Southeast corner to the Northwest corner of the North-half of the North-half of Farm Lot 169 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way to be used for the purposes of owning, maintaining, using, operating, repairing, enlarging and replacing said pipe line or any substitute therefor, and of conducting and conveying water therein, but not to make a roadway thereon for any other purpose.

Parcel No. 42:

A Right of Way 12 feet in width, the center line of which is the entire length of the boundary line between Lots 1 and 2 of Weber and Griffin's Subdivision of Tract XVII of the Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California;

Said Right of Way to be used exclusively by Fruitvale Mutual Water Company or its successors, for the purposes of constructing, maintaining and

operating thereon a pipe line or lines, together with necessary rights of ingress and egress, but not to be otherwise used as a public thoroughfare.

Parcel No. 43:

A perpetual Right of Way of the uniform width of 20 feet across the South-half of Farm Lot 79 of the Lands of the San Jacinto Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being particularly described as follows:

Beginning at a point on the South line of said Lot 79, North $89^{\circ} 58'$ West, 872 feet from the Southeast corner thereof;

Thence North $57^{\circ} 04'$ East, 606.70 feet to a point on the North line of said South-half of Farm Lot 79, North $89^{\circ} 57' 30''$ West, 362.80 feet from the center line of San Jacinto Avenue as shown on said Map.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be laid not less than 16 inches below the surface of said land and such pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor but not to be used as a roadway for any other purpose.

Parcel No. 44:

A Right of Way of the uniform width of 10 feet, the Westerly line of which is the Westerly line of the Easterly 65 acres of Farm Lot 179 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, said Easterly 65 acres being all of said Farm Lot 179 except the Westerly 50 acres thereof.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing and replacing a pipe line or pipe lines to be used for the conveyance of water, such pipe line or pipe lines to be laid not less than 18 inches below the surface of the land; together with the use of this and such additional ground adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe line or pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops thereon, and that said Fruitvale Mutual Water Company shall after such construction, repair and/or replacement of said pipe line, return and leave said Right of Way and adjacent property in as near as possible the same condition it may have been before such work was performed and that said Right of Way shall not be used as a roadway for any purpose other than as hereinabove provided.

Parcel No. 45:

A Right of Way for the uniform width of 14 feet, the center line of which is 13 feet East of and parallel with the Westerly line of Lot 1 of Weber and Griffin's Subdivision of Tract 18, Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California, such Right of Way to be used exclusively by the Fruitvale Mutual Water Company, a corporation, or its successors, for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines, together with rights of ingress and egress therefor, but not to be otherwise used as a public thoroughfare.

Said Fruitvale Mutual Water Company shall be liable for all damage caused to any crops growing on said land and shall, after any such construction, repair and/or replacing of such pipe line or pipe lines, return and leave said Right of Way in as nearly as possible the same condition it may have been before such work was performed.

Parcel No. 46:

A Right of Way of uniform width of 6 feet across the Southerly 6 feet of Lot 3 in Block 130 of the Lands of the Hemet Land Company as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor but not to be used as a highway for any other purpose.

Parcel No. 47:

A Right of Way of the uniform width of 6 feet over the Southerly 6 feet of Lots 3 and 4 in Block 131 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress and egress therefor but not to be used as a roadway for any other purpose.

Parcel No. 48:

A Right of Way of the uniform width of 6 feet across the Southerly 6 feet of the West-half of Lot 4 in Block 130 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Said right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 49:

A Right of Way of the uniform width of 6 feet over the Southerly 6 feet of the East-half of Lot 4 in Block 130 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 50:

A Right of Way of the uniform width of 12 feet across the Northwest Quarter of Lot 6 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, the Northwesterly line of said Right of Way being described as follows:

Beginning at a point on the South line of First Street, as shown on said Map, 32 feet West of the East line of said Northwest Quarter of Lot 6; Thence South 28° 10' West, 478.70 feet more or less, to a point on the South line of said Northwest Quarter of said Lot 6;

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be laid not less than 18 inches below the surface of the land, together with the use of this and such additional ground adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe line or pipe lines provided that no pipe lines shall be laid in such additional ground and that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any crops growing on said Right of Way or additional ground so used and that the said Fruitvale Mutual Water Company shall, after any such construction, repair and/or replacement of said pipe line or pipe lines, return and leave said Right of Way and adjacent property in as nearly as possible the same condition it may have been before such work was performed, also that said Fruitvale Mutual Water Company shall not use said Right of Way as a roadway for any purpose other than as hereinabove provided.

Parcel No. 51:

A perpetual Right of Way of the uniform width of 30 feet along the Easterly 30 feet of the North 30 acres of the East 60 acres of Farm Lot 193, of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress or egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 52:

A perpetual Right of Way of the uniform width of 12 feet, the center line of which is a meandering line extending in a Northwesterly direction 4 feet Southwesterly from and parallel with the center line of a certain 14 inch cement pipe line as constructed on June 16, 1928, in a Northwesterly direction across the East-half of the North 10 acres of the East 60 acres of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress thereon but not to be used as a roadway for any other purpose.

Parcel No. 53:

A perpetual Right of Way of the uniform width of 12 feet across the Northerly 12 feet of the West-half of the East 60 acres of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress and egress thereon but not to be used as a roadway for any other purpose.

56043

Parcel No. 54:

A Right of Way of the uniform width of 10 feet running East and West across Block 76 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, the center line of said Right of Way being more particularly described as follows:

Beginning at a point on the East line of Girard Street, 1144 feet North from its intersection with the North line of Menlo Avenue as shown on said Map;

Thence East 760 feet to a point on the Westerly line of Park Avenue as shown on said Map;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefrom but for no other purposes.

Said pipe line shall be constructed of steel pipe and shall be laid not less than 18 inches below the surface of the ground.

The Fruitvale Mutual Water Company shall have the privilege of using such additional ground adjacent on both sides of said line of Right of Way hereinabove described, as may be necessary for the convenient construction and repair of said pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or canals, laterals or other improvements thereon and that said Fruitvale Mutual Water Company shall after the construction and laying of said pipe line and/or the repair thereof, return and leave said Right of Way and adjacent property in the condition it was before such work was performed by it.

Parcel No. 55:

A perpetual Right of Way of the uniform width of 12 feet over the South 30 acres of the East 60 acres of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at the intersection of the Easterly line of San Jacinto Avenue with the Northerly line of Menlo Avenue;

Thence East along said Northerly line of Menlo Avenue, 765 feet;

Thence North 127 feet;

Thence East 407 feet;

Thence South $32^{\circ} 17'$ East, 22.50 feet;

Thence East 110.75 feet to a point on the Easterly line of said Lot 193, 108 feet North along said Easterly line from the North line of Menlo Avenue.

Together with all cement pipe lines located within said Right of Way.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; said Fruitvale Mutual Water Company may have the use of such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of such pipe lines, but only on condition that it will be liable for all damage occasioned to said land or to any growing crops or improvements thereon and

that said Fruitvale Mutual Water Company will after such construction, repair and/or replacement return and leave said Right of Way and adjacent land in as nearly as practicable the same condition as before such work was performed.

It is understood and agreed that the owners of the land included in the above described Right of Way may retain ownership of the irrigation valves now attached to the pipe lines located thereon to be used for the distribution of water for irrigation purposes on said lands and may use the same for such purpose, but only for so long as the same are attached, kept in repair and used by such owners in such manner as not to interfere with the delivery of water to other water users.

Parcel No. 56:

A Right of Way of the uniform width of 6 feet across the South-half of Southeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, EXCEPTING therefrom the Southerly 6 feet thereof; the Easterly line of said Right of Way being the Westerly line of Palm Avenue.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Also, the ownership of that certain pipe line as located on August 27, 1928 in the above described Right of Way, provided that the present and future owners of land included in said Right of Way shall have the right to attach to said pipe line, irrigation valves or other appliances for the distribution of water for irrigation purposes on said South-half of Southeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180 and to use the same for such purpose but only for so long as the same are attached, kept in repair and used by such owner or owners in such manner as not to interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Parcel No. 57:

A Right of Way of the uniform width of 6 feet across the North-half of Southeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the Easterly line of said Right of Way being the Westerly line of Palm Avenue.

Said Right of Way to be used for constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Also, ownership of that certain cement pipe line as located on August 27, 1928 in the above described Right of Way; provided that the present and future owners of land included in said Right of Way shall have the right to attach to said pipe line, irrigation valves or other appliances for the distribution of water for irrigation purposes on said North-half of Southeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180, and to use the same for such purpose, but only for so long as the same are attached, kept in repair and used by such owner or owners in such manner as not to interfere with the

58043

delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Parcel No. 58:

A Right of Way of the uniform width of 6 feet across the South-half of Northeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the Easterly line of said Right of Way being the Westerly line of Palm Avenue.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Also, ownership of that certain cement pipeline as located on August 27, 1928 in the above described Right of Way; provided that the present and future owners of land included in said Right of Way shall have the right to attach to said pipe lines, irrigation valves or other appliances for the distribution of water for irrigation purposes on said South-half of Northeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180 and to use the same for such purpose but only for so long as the same may be attached, kept in repair and used by such owner or owners in such a manner as not to interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Parcel No. 59:

A Right of Way of the uniform width of 12 feet across the Southwest Quarter of Lot 6 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, the Northwesterly line of said Right of Way being described as follows:

Beginning at the intersection of the North line of Third Street with the West line of said Lot;

Thence North 28° 10' East, 478.70 feet more or less to a point on the North line of said Southwest Quarter of said Lot 6;

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, such pipe line or pipe lines to be laid not less than 18 inches below the surface of the land; also that said Fruitvale Mutual Water Company shall have the use of this and such additional ground adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe line or pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said lands and to any growing crops thereon and that said Fruitvale Mutual Water Company, shall, after such construction, repair and/or replacement of said pipe line or pipe lines, return and leave said Right of Way and adjacent property in as nearly as possible the same condition it may have been before such work was performed; also that said Fruitvale Mutual Water Company shall not use said Right of Way as a roadway for any purpose other than as hereinabove provided.

Parcel No. 60:

An Easement, Right and Privilege of entering upon a strip of land of uniform width of 12 feet, the Westerly line of which is the Westerly line of the

56043

North-half of Lot 11 of Weber and Griffins Subdivision of Tract 18, Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California, for the purpose of constructing, owning, maintaining, operating, repairing and replacing a pipe line thereon, to be used for the conveyance of water.

Subject to the condition that in case the Fruitvale Mutual Water Company fails to convey water through said pipe line for a period of five consecutive years, said easement shall be void and shall revert to the party of the first part:

Parcel No. 61:

A Right of Way of the uniform width of 8 feet across the Southerly 8 feet of the Westerly 165 feet of Farm Lot 181 of the Lands of San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way is to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water, with rights of ingress and egress therefor, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon and that said Fruitvale Mutual Water Company will after any such construction, repair and/or replacement, return and leave said Right of Way in as nearly as practicable the same condition as before such work was performed and provided also that said Fruitvale Mutual Water Company shall not use said Right of Way as a roadway for any purpose other than as hereinabove provided.

Parcel No. 62:

A perpetual Right of Way of the uniform width of 12 feet across Lots 9 and 10 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, the Northwesterly line of said Right of Way being described as follows:

Beginning at the intersection of the North line of First Street, as shown by said Map, with the West line of said Lot 9;
Thence Northeasterly in a straight line to the Northeast corner of said Lot 10.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, such pipe line or pipe lines to be laid not less than 18 inches below the surface of the land; said Fruitvale Mutual Water Company to have the use of this and such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of such pipe line or pipe lines, provided that no pipe lines shall be laid in such additional land and that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land, and to any growing crops or improvements on said Right of Way or additional land so used, and that the said Fruitvale Mutual Water Company shall after any such construction, repair and/or replacement of such pipe line or pipe lines, return and leave said Right of Way and additional lands in as nearly as possible the same condition as before such work was performed; also that said Fruitvale Mutual Water Company shall not use said Right of Way as a roadway for any other purpose other than as hereinabove provided.

Parcel No. 63:

A Right of Way of the uniform width of 12 feet across the South-half of South-half of Farm Lot 169 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at a point on the Easterly line of Palm Avenue, 303.76 feet North from its intersection with the Northerly line of Menlo Avenue;

Thence North 44° 13' East, 456.37 feet to a point on the Northerly line of said South-half of South-half of Farm Lot 169.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; also that such pipe lines shall be laid not less than 18 inches below the surface of the land and that said Fruitvale Mutual Water Company shall have the use of this and such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land, and to any crops growing thereon, and that said Fruitvale Mutual Water Company, shall after such construction, repair and/or replacement of said pipe lines, return and leave said Right of Way and adjacent property in as nearly as possible the same condition as before such work was performed.

Parcel No. 64:

A Right of Way of the uniform width of 12 feet across the South-half of North-half of South-half of Farm Lot 169 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at a point on the Southerly line of said South-half of North-half of South-half of Farm Lot 169, 318.26 feet East along said Southerly line from the Easterly line of Palm Avenue;

Thence North 44° 13' East, 448.96 feet to a point on the East line of said South-half of North-half of South-half of Farm Lot 169.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with Rights of ingress and egress therefor but not to be used as a roadway for any other purpose; also that such pipe lines shall be laid not less than 18 inches below the surface of the land and that said Fruitvale Mutual Water Company shall have the use of this and such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any crops growing thereon, and that said Fruitvale Mutual Water Company shall, after such construction, repair and/or replacement of said pipe lines, return and leave said Right of Way and adjacent property in as nearly as possible the same condition as before such work was performed.

Parcel No. 65:

A Right of Way of the uniform width of 6 feet across Lot 4 in Block 136 of the Lands of the Hicmet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

The Easterly and Southerly line of said Right of Way are described as follows:

Beginning at a point on the Westerly line of Gilbert Street as shown on said Map, 140 feet North from the North line of Devonshire Avenue;

Thence South along said Westerly line of Gilbert Street, 140 feet to the Northerly line of Devonshire Avenue;

Thence Westerly along said Northerly line of Devonshire Avenue, 200 feet.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines, to be used for the conveyance of water, with rights of ingress and egress therefor, and said Fruitvale Mutual Water Company may have the use of additional land adjacent thereto as may be necessary for the convenient construction, repair, and replacement of such pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon and that said Fruitvale Mutual Water Company will, after any such construction, repair and/or replacement, return and leave said Right of Way and adjacent land in as nearly as practicable the same condition as before such work was performed; also that said Fruitvale Mutual Water Company shall not use said Right of Way as a roadway for any purpose other than as hereinabove provided.

Parcel No. 66:

(a) A Right of Way of the uniform width of 8 feet, the Southerly line of which is the Northerly line of Devonshire Avenue, across Farm Lot 181 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; EXCEPTING Therefrom the Westerly 165 feet of said Lot.

Reserving therefrom that certain 12 inch cement pipe line located in said Right of Way and a right to use said Right of Way in common with said Fruitvale Mutual Water Company for the operation, use, repair and replacement of said 12 inch pipe line.

(b) A Right of Way of the uniform width of 12 feet across the South-half and South-half of North-half of Farm Lot 181 of the Lands of the San Jacinto Land Association, as shown by the hereinabove described Map, the center line of said Right of Way being described as follows:

Beginning at a point on the Northerly line of Devonshire Avenue, 556 feet Easterly of the Easterly line of Palm Avenue;

Thence North 1286 feet;

Thence North 76° 00' East, 60.50 feet;

Thence North 0° 29' East, 654.20 feet to a point on the North line of said South-half of North-half of said Farm Lot 181.

(c) A Right of Way of the uniform width of 12 feet across the South-half of North-half of Farm Lot 181 of the Lands of the San Jacinto Land Association, as shown by the hereinabove described Map, the center line of said Right of

Way being 194 feet Southerly of and parallel with the Northerly line of said South-half of North-half of said Farm Lot 181.

(d) A Right of Way of the uniform width of 12 feet across the South-half of Farm Lot 181 of the Lands of the San Jacinto Land Association, as shown by the hereinabove described Map, the center line of said Right of Way being described as follows:

Beginning at a point on the Easterly line of Palm Avenue, 747.80 feet Northerly of the Northerly line of Devonshire Avenue;

Thence North $89^{\circ} 11'$ East, 550 feet to its intersection with the Westerly line of that certain 12-foot Right of Way hereinabove described as Parcel (b).

Said Rights of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water, with rights of ingress and egress therefor and said Fruitvale Mutual Water Company may have the use of such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of such pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon and will after any such construction, repair and/or replacement, return and leave said Rights of Way and adjacent land in as nearly as practicable the same condition as before such work was performed; also that said Fruitvale Mutual Water Company shall not use said Rights of Way as a roadway for any purpose other than as hereinabove provided.

It is understood and agreed that the cement pipe lines located August 3, 1928 in said Rights of Way, except as noted in Parcel (a), are the property of said Fruitvale Mutual Water Company but that the present and future owners of the land included in Parcels (b) and (d) shall have the right to attach to the pipe lines located therein, irrigation valves or other appliances for the distribution of water for irrigation purposes on their respective lands in said Farm Lot 181 and to use the same for such purposes, but only for so long as the same are attached, kept in repair and used by such owners in such manner as not to interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Parcel No. 67:

(a) A perpetual Right of Way 30 feet in width across the Northeast Quarter of Farm Lot 167 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the Southerly line of said Right of Way being described as follows:

Beginning at the intersection of the Westerly line of Palm Avenue with the Southerly line of said Northeast Quarter of Farm Lot 167;

Thence Westerly along said Southerly line, 421 feet.

(b) A perpetual Right of Way 12 feet in width across the Northeast Quarter of Farm Lot 167 of Lands of the San Jacinto Land Association, as shown by the hereinabove described Map, the center line of said Right of Way being described as follows:

Beginning at a point on the Westerly line of said Northeast Quarter of Farm Lot 167, 355 Feet North from the Southwest corner thereof;

Thence East 535 feet;

Thence South $45^{\circ} 00'$ East, 477 feet to a point on the Westerly end of that certain 30 foot Right of Way described as Parcel (a) above.

58043

Together with all cement pipe lines located May _____, 1929 in said Right of Way, but reserving the irrigation valves attached thereto

Said Rights of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; provided, however, that owners of said land shall have the right to attach and maintain irrigation valves on said pipe line and to use the same for the irrigation of said land but only for so long as such valves are attached, kept in repair and use by such owners, in such manner as not to interfere with delivery of water to other water users by said Fruitvale Mutual Water Company, or its successors in interest.

Said Fruitvale Mutual Water Company shall install and provide at all times a pipe line of sufficient capacity to serve both the owners of said land and such users as may take water from said pipe line.

Parcel No. 68:

A perpetual Right of Way 12 feet in width across the East-half of Northwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point on the Easterly line of said East-half of Northwest Quarter of Farm Lot 167, 355 feet North from the Southeast corner thereof;

Thence West 661 feet to a point on the Westerly line of said East-half of Northwest Quarter of Farm Lot 167.

Together with all cement pipe lines located June _____, 1929 in said Right of Way, but reserving the irrigation valves attached thereto and also reserving the use of said pipe line during four 24 hour periods, beginning at 7:00 A. M. on the first, eighth, fifteenth and twenty-second of each calendar month for the distribution of water to be furnished by said Fruitvale Mutual Water Company; provided however, that owners of said land shall have the right to attach and maintain irrigation valves on said pipe lines and to use the same for the irrigation of said land, such valves to be attached, kept in repair and used by such owners in such manner as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Said Right of Way to be used for the purposes of constructing, owning and maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor but not to be used as a roadway for any other purpose; provided however, that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon and that said Fruitvale Mutual Water Company shall, after such construction, repair and/or replacement, return and leave said Right of Way in as nearly as practicable the same condition as before such work was performed.

Parcel No. 69:

A Right of Way of the uniform width of 6 feet across the South-half of

Lot 3 in Block 132 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California; the Southerly line of said Right of Way being the Northerly line of Oakland Avenue as shown on said Map.

Also, a Right of Way of the uniform width of 12 feet, the Easterly line of which is the Easterly line of said South-half of Lot 3 in Block 132 hereinabove described.

Said Rights of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor but not to be used for any other purpose; provided, however, that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said lands and to any growing crops or improvements thereon and that said Fruitvale Mutual Water Company shall, after any such construction, repair and/or replacement, restore and leave said Rights of Way in as nearly as practicable the same condition as before such work was performed.

Parcel No. 70:

A Right of Way of the uniform width of 2 feet over that portion of Vienna Street adjoining Lot 4 and the Southerly 4 feet of Lot 1 in Block 81 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Said portion of Vienna Street having been vacated and abandoned by Order of the Board of Supervisors of said Riverside County, a certified copy of which Order was recorded January 29, 1921 in Book 542 page 28 of Deeds, records of said Riverside County.

The Westerly line of said Right of Way being coincident with the center line of said Vienna Street.

Said Right of Way and Easement being exclusively for the purpose of constructing, maintaining and/or operating a pipe line not exceeding 10 inches in inside diameter, to be used for the conveyance of water for irrigation purposes, the pipe or pipe line so laid that the whole thereof shall be not less than 14 inches below the surface of the ground and that the center thereof shall be within 12 inches of the Westerly line of said Right of Way, provided, however, that said Fruitvale Mutual Water Company, its successors or assigns, shall be liable for all damage occasioned to and/or suffered by the owner of said property or its successors or assigns, on account of the construction, maintenance and/or operation of said pipe line and/or the conveying of water therein or thereby and further provided, that said Fruitvale Mutual Water Company shall after the construction, repair and/or replacement of such pipe line, repair said Right of Way and leave the same as nearly as is practicable in the same condition as existed before the performance of such work of construction, maintenance and/or operation and further provided that said Right of Way and Easement shall terminate and be voided and the land herein described shall be wholly free from said Right of Way and Easement if and when said pipe line shall for 12 consecutive months be not used for the conveyance of water for bonafide irrigation purposes.

Parcel No. 71:

A perpetual Right of Way of the uniform width of 12 feet across the South-half of Lot 10 of Weber and Griffin's Subdivision of Tract 18 of the Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California, the Northerly line of said Right of Way being the Northerly line of said South-half of Lot 10.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; provided, however, that said Fruitvale Mutual Water Company shall be liable for all damage caused to said land and to any growing crops or improvements thereon, and that said Fruitvale Mutual Water Company shall, after any such construction, repair and/or replacement, restore and leave said Rights of Way in as nearly as practicable the same condition as before such work was performed.

Parcel No. 72:

A perpetual Right of Way 12 feet in width across the West-half of Northwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the Easterly and Northerly lines of said Right of Way are described as follows:

Beginning at a point on the East line of said West-half of Northwest Quarter of Farm Lot 167, 349 feet North of the Southeast corner thereof;
Thence North along said East line, 261 feet;
Thence West and parallel with the South line of said West-half of Northwest Quarter of said Farm Lot 167, 631 feet to a point on the East line of Lyon Avenue.

Together with all cement pipe lines now located in said Right of Way, but reserving the irrigation valves attached thereto and also the right to attach and maintain irrigation valves on said pipe lines and to use the same for the irrigation of said land, but only for so long as the same are attached, kept in repair and used by the owners of said land in such manner as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; provided, however, that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon, and that said Fruitvale Mutual Water Company shall after any such construction, repair and/or replacement, return and leave said Right of Way in as nearly as practicable the same condition as before such work was performed.

Parcel No. 73:

A perpetual Right of Way of the uniform width of 12 feet across the Southeast Quarter of Northeast Quarter of Farm Lot 166 of the Lands of the San

Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being 630 feet North of and parallel with the South line of said Southeast Quarter of Northeast Quarter of said Farm Lot 166.

Said Right of Way being restricted and used for the purpose of constructing a pipe line to be used for the conveyance of water over said property, together with the right of ingress and egress over and along said Right of Way for the purpose of maintaining, repairing, operating and replacing said pipe line and not to be used for any other purpose whatsoever, provided, further, that said Fruitvale Mutual Water Company shall be liable for any and all damage resulting from said installation, maintaining or operating of said pipe line to the land over which the said pipe line shall be constructed and to any and all growing crops or improvements thereon and that said Fruitvale Mutual Water Company shall, after any such construction, repair and/or replacement, return and leave said Right of Way in as nearly the same condition as it was before such work was performed.

Parcel No. 74:

A perpetual Right of Way of the uniform width of 12 feet across that portion of Tract XX as shown by Partition Map of the Rancho San Jacinto Viejo, on file in the office of the County Clerk of San Diego County, California, particularly described as follows:

Beginning at Corner No. 5 of said Tract XX, being Rancho corner S. J. 14;
Thence North 3432 feet to Rancho corner S. J. 13;
Thence North 89° 41' East on the North line of said Tract XX, 2640 feet;
Thence South 3458.90 feet to the South line of said Tract XX;
Thence North 89° 44' West on said South line, 2640 feet to the point of beginning.

Said property is also shown as Tract A on Record Survey on file in Book 6 page 9 of Records of Survey, records of Riverside County, California.

The Northerly line of said Right of Way being the Westerly extension of the Northerly line of Devonshire Avenue.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging, and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 75:

A perpetual Right of Way of the uniform width of 7 1/2 feet across the South-half of South-half of North-half of Farm Lot 168 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the Easterly line of said Right of Way being the Easterly line of said South-half of South-half of North-half of said Farm Lot 168.

Together with the cement pipe line now located thereon.

Said Right of Way to be used for the purposes of construction, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; also that said Fruitvale Mutual Water Company shall have

58043

the use of this and such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any crops growing thereon, and that said Fruitvale Mutual Water Company shall, after such construction, repair and/or replacement of said pipe lines, return and leave said Right of Way and adjacent property in as nearly as practicable the same condition as before such work was performed.

Provided however, that owners of said land shall have the right to attach and maintain irrigation valves on said pipe line and to use the same for the irrigation of said land, but only for so long as such valves are attached, kept in repair and used by such owners in such manner as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Parcel No. 76:

A perpetual Right of Way of the uniform width of 12 feet across the West-half of Northeast Quarter of Farm Lot 166 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at a point 6 feet West of the East line of said West-half of Northeast Quarter and 624 feet North of the South line thereof;
Thence North 242 feet;
Thence West 649.3 feet to a point 6 feet East of the West line of said West-half of Northeast Quarter of said Farm Lot 166;
Thence North and parallel with said West line, 426.15 feet more or less, to a point on the South line of Esplanade Avenue.

TOGETHER with the cement pipe line located September 23, 1930 in said Right of Way, but reserving the irrigation valves attached thereto, and also the right to attach and maintain irrigation valves on said pipe lines and to use the same for the irrigation of said land, but only for so long as the same are attached, kept in repair and used by the owners of said land in such manner as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; provided, however, that said Fruitvale Mutual Water Company shall be liable for all damage done to said land and to any growing crops or improvements thereon, and that said Fruitvale Mutual Water Company shall, after any such construction, repair and/or replacement, return and leave said Right of Way in as nearly as practicable the same condition as before such work was performed.

Parcel No. 77:

A Right of Way and Easement for highway purposes and for the use of the Fruitvale Mutual Water Company in traveling to and return from its land to a public highway, over and across a portion of Tract 10 of the Partition of the Rancho San Jacinto Viejo, as shown in Partition Decree of the Superior

Court of San Diego County, California, recorded in Book 43 page 161 of Deeds, records of said San Diego County, California.

Said Right of Way being 40 feet in width and lying 20 feet on each side of the following described center line:

Beginning at a point on the Northerly line of Cedar Avenue, sometimes called Sterling Avenue, South 89° West along said Northerly line, 671.5 feet from the East line of said Tract 10;

Thence North $11^{\circ} 00'$ West, - feet to a point on the Southerly line of that certain 15 acre parcel of land lying in the Northeasterly corner of said Lot 10 and owned by said Fruitvale Mutual Water Company.

Parcel No. 78:

A perpetual Right of Way of the uniform width of 4 feet across Block 133 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, the Easterly line of said Right of Way being the Westerly line of Buena Vista Street and extending North from the intersection of said street and Oakland Avenue to the intersection with the South line of Menlo Avenue.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line to be used for the conveyance of water, together with the rights of ingress and egress therefrom but shall not be used as a roadway for any other purpose.

It is understood and agreed that the present and future owners of the above described property shall have the right to attach irrigation valves on any pipe line constructed by the Fruitvale Mutual Water Company on said Right of Way, providing said valves shall be attached under the supervision of the Fruitvale Mutual Water Company and kept in such condition at all times so as not to interfere with the delivery of water to any other water users by said Fruitvale Mutual Water Company, or its successors in interest.

Parcel No. 79:

A perpetual Right of Way of the uniform width of 20 feet across the South-half of Lot 9 of Weber and Griffin's Subdivision of Tract 18 of the Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California;

The Easterly line of said Right of Way being the Easterly line of said South-half of said Lot 9.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with the rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

It is understood and agreed that the owners of said land shall have the privilege of attaching under the supervision of said Fruitvale Mutual Water Company to said pipe line, such valves as may be necessary and/or desirable for irrigation of the land adjacent thereto and that the owners of said land shall keep said valves closed when not in use by them and in such a state of repair as not to interfere in any way with the delivery of water to other water users by said Fruitvale Mutual Water Company.

Parcel No. 80:

A Right of Way of the uniform width of 30 feet along the Westerly line of the North-half of North-half of Northwest Quarter of Northeast Quarter of Section 12, Township 5 South, Range 2 West, San Bernardino Meridian, as shown by United States Government Survey;

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 81:

A Right of Way of the uniform width of 16 feet across Block 80 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, the center line of said Right of Way being described as follows:

Beginning at a point on the center line of Washington Avenue 345 feet East of the center line of Vienna Street, as shown by said Map;

Thence South 47° West, 260 feet more or less, to the Northerly line of Park Avenue.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 82:

A perpetual Right of Way of the uniform width of 20 feet across the North-half of Farm Lot 81 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at a point on the West line of said Farm Lot 81, 294 feet South of the Northwest corner thereof;

Thence North $57^{\circ} 04'$ East, 540.32 feet to a point on the North line of said Farm Lot 81, South $89^{\circ} 58'$ East, 453.50 feet from the Northwest corner thereof;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be laid at a depth of not less than 16 inches below the surface of said land, such pipe lines to be used for the conveyance of water and conveying water therein; together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 83:

A perpetual Right of Way in, over and through the South $7\frac{1}{2}$ feet of the North-half of Farm Lot 168 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor but not to be used as a roadway for any other purpose.

Parcel No. 84:

A Right of Way of the uniform width of 15 feet in, over and through the East 15 feet of the South-half of Farm Lot 169 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water therein, together with the right of said Fruitvale Mutual Water Company to pass over said land in the conduct of its business;

Also, the pipe lines and distribution appliances located in said Right of Way, other than irrigation valves belonging to the owners of the land which they are obligated to maintain and operate in such manner as to not interfere with the distribution of water by said Fruitvale Mutual Water Company to other water users.

Parcel No. 85:

A perpetual Right of Way in, over and through the East-15 feet and the North 7 1/2 feet of the North-half of North-half of South-half of Farm Lot 168 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the purpose of constructing, owning, maintaining, operating, repairing, enlarging, and replacing pipe lines to be used for the conveyance of water and conveying water therein; together with the right of said Fruitvale Mutual Water Company and its successors in interest, to pass over said land in the conduct of its business.

Also, the pipe lines and distribution appliances located in said Right of Way, other than irrigation valves belonging to the owners of said land which they are obligated to maintain and operate in such manner as to not interfere with the distribution of water by said Fruitvale Mutual Water Company to other water users.

Parcel No. 86:

A Right of Way of the uniform width of 12 feet across the West-half of Lot 82 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

The Southerly line of said Right of Way being the Southerly line of said West-half of Lot 82;

TOGETHER with that certain 12 inch cement pipe line located on said Right of Way as above described, on April 7, 1928.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 87:

A perpetual Right of Way of the uniform width of 30 feet across Farm Lot 82 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the Easterly line of said Right of Way is the Easterly line of said Farm Lot 87.

TOGETHER with that certain cement pipe line located on said Right of Way on August 24, 1928, provided that the present and future owners of the Easterly portion of said Lot 82 shall have the right to attach to and maintain said pipe line, irrigation valves or other appliances for the distribution of water for irrigation purposes on said land and to use the same for such purposes, but only for so long as the same are attached, kept in repair and used by such owner or owners in such manner and at such times as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company, or its successors in interest, except that said owners shall have the exclusive right to use said pipe line and appliances during 48 hour periods beginning at 6 A. M. on the first, eighth, fifteenth and twenty-second of each calendar month, unless otherwise mutually agreed.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with right of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 88:

(a) A perpetual Right of Way of the uniform width of 12 feet across Farm Lot 84 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

The Westerly line of said Right of Way is parallel with and 658 feet East from the center line of San Jacinto Avenue.

(b) A perpetual Right of Way of the uniform width of 30 feet across said Farm Lot 84 hereinabove described.

The Easterly line of said Right of Way being the Easterly line of said Farm Lot 84.

TOGETHER with those certain cement pipe lines located September 12, 1928 on said Rights of Way; provided that the owners of lands included in said Rights of Way shall have the right to attach to and maintain on said pipe lines, irrigation valves or other appliances for the distribution of water for irrigation purposes on said lands and to use the same for such purpose, but only for so long as the same are attached, kept in repair and used by such owners in such manner and at such times as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Said Rights of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 89:

A perpetual Right of Way of the uniform width of 20 feet across the North-half of Farm Lot 79 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being particularly described as follows:

Beginning at a point on the South line of said North-half of Farm Lot 79, North 89° 57' 30" West, 362.80 feet from the Southeast corner of said North-half of Farm Lot 79;

Thence North $57^{\circ} 04'$ East, 432.26 feet to a point on the center line of San Jacinto Avenue, 94.80 feet South of the Northeast corner of said North-half of Farm Lot 79.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be laid at a depth of not less than 16 inches below the surface of said land, such pipe lines to be used for the conveyance of water and conveying water therein; together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 90:

A Right of Way of the uniform width of 12 feet across Lots 3 and 4 in Block 93 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, the center line of said Right of Way being described as follows:

Beginning at a point on the center line of Mountain Avenue, North $45^{\circ} 07'$ West along said center line, 471.70 feet from the center line of Hemet Street as shown by said Map;

Thence South $62^{\circ} 18'$ West, 113.60 feet to a point on the center line of Meridian Street which is 24 feet North of the center line of Washington Avenue as shown on said Map.

Said Right of Way shall be used only for the purpose of constructing, owning, maintaining, operating, replacing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with the right of ingress and egress therefor, but not to be used as a roadway for any other purpose and said Fruitvale Mutual Water Company shall have the privilege of using such additional ground adjacent to both sides of said Right of Way as may be necessary for the convenient construction and repair of said pipe line, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon and that said Fruitvale Mutual Water Company shall after the construction and laying of said pipe lines and/or the repair thereof, return and leave said Right of Way and adjacent property in the condition it was before such work was performed; also that said pipe line shall be laid at a minimum depth of 2 feet below the surface of the ground.

Parcel No. 91:

A Right of Way for road purposes over the Easterly 20 feet of that portion of Lot 46 of The Fairview Tract as shown by Map on file in Book 6 page 307 of Maps, records of San Diego County, California, shown as Lot 46B on Record of Survey on file in Book 9 page 64 of Records of Survey, records of Riverside County, California.

Parcel No. 92:

A Right of Way over the Southerly 30 feet of the Westerly 100 rods of the Northeast Quarter of Section 12, Township 5 South, Range 2 West, San Bernardino Meridian, as shown by United States Government Survey;

EXCEPTING therefrom that portion thereof included in the following description:

58043

Beginning at a point on the Southerly line of said Northeast Quarter, 30 feet Easterly from the Southwest corner thereof;
 Thence Easterly on said Southerly line, 30 feet;
 Thence Northerly and parallel with the Westerly line of said Northeast Quarter, 30 feet;
 Thence Westerly and parallel with the Southerly line of said Northeast Quarter, 30 feet;
 Thence Southerly 30 feet to the point of beginning.

ALSO, a Right of Way over the Southerly 140 rods of the Westerly 30 feet of said Northeast Quarter of said Section 12;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines for the conveyance of water, together with the rights of ingress and egress solely for that purpose.

SECTION III

Parcel No. 1:

The right to divert water from the surface and underground waters of the San Jacinto River and Indian Creek under and by virtue of a certain water location by P. L. Griffin as claimant, dated September 2, 1889 and recorded September 3, 1889 in Book 1 page 448 of Water Claims, records of San Diego County, California, wherein the said P. L. Griffin claims 500 miners inches of water measured under a 4-inch pressure of the overflow and 500 miners inches of water measured under a 4-inch pressure of the underflow of the San Jacinto River and of Indian Creek to be diverted at or near the junction of said Indian Creek and the San Jacinto River for irrigation and domestic use upon the lands of the Rancho San Jacinto Viejo and adjoining lands and as a water supply for the City of San Jacinto. This right limited to the maximum quantity of water actually used for beneficial purposes and to the quantity of water actually flowing at the point of diversion.

Parcel No. 2:

The right to divert water from the surface and underground waters of the San Jacinto River under and by virtue of a certain water location by P. L. Griffin, as claimant, dated September 2, 1889 and recorded September 3, 1889 in Book 1 page 448 of Water Claims, records of San Diego County, California, wherein the said P. L. Griffin claims 1500 miners inches of water measured under a 4-inch pressure of the overflow and 1500 miners inches of water measured under a 4-inch underflow of the San Jacinto River, to be diverted at or near the Northwest corner of Tract IX of the Rancho San Jacinto Viejo, Such water to be used for irrigation and domestic uses upon lands of the Rancho San Jacinto Viejo and adjoining lands and for a water supply for the City of San Jacinto. This right limited to the quantity of water actually used for beneficial purposes, and to the quantity of water actually flowing at the point of diversion.

Parcel No. 3:

The right to divert water from the surface and underground waters of the San Jacinto River under and by virtue of a certain water location by

P. L. Griffin, as claimant, dated October 24, 1889 and recorded October 28, 1889 in Book 1 page 466 of Water Claims, records of San Diego County, California, wherein the said P. L. Griffin claims 2000 miners inches of water measured under a 4 inch pressure of the underflow of the San Jacinto River in addition to the 3000 miners inches of water located by him on September 2, 1889. Such water to be diverted to a point 100 feet North of the Northwest corner of Farm Lot 9 of the Fairview Tract and to be used for irrigation and domestic use and for power purposes on lands of the Rancho San Jacinto Viejo and adjoining lands. This right limited to the quantity of water actually used for beneficial purposes and to the quantity of water actually flowing at the point of diversion.

Parcel No. 4:

All the water in or under, or that may be developed in or under the South-half of the West-half of the West-half of Farm Lot 8 of the Fairview Tract, as shown by Map on file in Book 6 page 307 of Maps, records of San Diego County, California, together with a perpetual Right of Way through, under, over and across said lands for tunnels only. EXCEPTING from said right, the privilege reserved of sinking a well for the purpose of obtaining domestic water on said land.

Parcel No. 5:

The right to divert water from the surface and underground waters of the San Jacinto River under and by virtue of a certain water location by A. H. Judson and P. L. Griffin as claimants dated April 28, 1891 and recorded May 7, 1891 in Book 2 page 127 of Water Claims, records of San Diego County, California, wherein the said A. H. Judson and P. L. Griffin claim 5000 inches of water measured under a 4 inch pressure of the water flowing, and that ought to flow and that can be made to flow in the San Jacinto River at the point of diversion on Lot 8 of the Fairview Tract. Said water to be used for irrigating and domestic use upon lands in the Rancho San Jacinto Viejo and adjoining lands. This right limited to the quantity of water actually used for beneficial purposes, and to the quantity of water actually flowing at the point of diversion.

Parcel No. 6:

The well, pumping plant and improvements on that portion of Lots 23, 24 and 25 of the Resubdivision of H. T. Hewitt's Addition to San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, particularly described as follows:

Commencing at the South corner of said Lot 25, in the center of Mountain Avenue;
 Thence North 45° East on the Southeast boundary line of said Lot 25, 1381.2 feet to the point of beginning;
 Thence North 45° West, 55 feet;
 Thence North 45° East, 135.08 feet;
 Thence North 16° 19' West, 398.3 feet;
 Thence North 23° 04' West, 107 feet;
 Thence North 45° 59' West, 360 feet;
 Thence North 36° 37' West, 1103.4 feet to the North boundary line of said Lot 23;
 Thence East 1367.7 feet on the North boundary line of said Lots 23 and 24 to the Northeast corner of said Lot 24;

Thence South 45° East, 996.6 feet on the Northeasterly boundary line of said Lots 24 and 25 to the East corner of said Lot 25;

Thence South 45° West, 1456.44 feet on the Southeast boundary line of said Lot 25 to the point of beginning; and all water and riparian rights belonging thereunto or in anywise appertaining;

Parcel No. 7:

The right to develop, take, export and appropriate to its own use in any manner and by any agency, all water that may be discovered in or that may be deposited in or underlie Lots 23, 24 and 25 of Resubdivision of H. T. Hewitt's Addition, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, together with all riparian and other water rights that may be appurtenant to or belong to the said portions of Lots 23, 24 and 25.

EXCEPTING therefrom that portion thereof particularly described as follows:

Commencing at the South corner of said Lot 25, in the center of Mountain Avenue;

Thence North 45° East on the Southeast boundary line of said Lot 25, 1281.2 feet to the point of beginning;

Thence North 45° West, 55 feet;

Thence North 45° East, 135.08 feet;

Thence North 16° 19' West, 398.3 feet;

Thence North 23° 04' West, 107 feet;

Thence North 45° 59' West, 360 feet;

Thence North 36° 37' West, 1103.4 feet to the North boundary line of said Lot 23;

Thence East 1367.7 feet on the North boundary line of said Lots 23 and 24, to the Northeast corner of said Lot 24;

Thence South 45° East, 996.6 feet on the Northeasterly line of said Lots 24 and 25 to the East corner of said Lot 25;

Thence South 45° West, 1436.44 feet on the Southeast boundary line of said Lot 25 to the point of beginning.

Subject to the provision that no works for the development of said water shall be located upon the lands in this parcel described.

Parcel No. 8:

The right to develop, take, export and appropriate to its own use in any manner and by any agency any and all water now discovered or developed in or on, or that may be deposited in or underlie or flow in or over the following described property, to-wit:

Lots 1, 2, 3, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of the Kumler Ranch Tract, as shown by Map on file in Book 8 page 52 of Maps, records of Riverside County, California;

All of Lots 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13 and 14 of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California;

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, and 33 of the Midway Ranch Tract, as shown by Map on file in Book 8 page 50 of Maps, records of Riverside County, California;

All of Lot 53 of H. T. Hewitt's Addition to San Jacinto, as shown by Map on file in Book 13 page 624 of Maps, records of San Diego County, California;

All of Lots 110 and 111 of the Resubdivision of Blocks 31 to 33, part of 34, 38 to 41, 47 to 52, part of 54 and 55 to 90 inclusive of H. T. Hewitt's Addition to San Jacinto as shown by Map on file in Book 2 page 43 of Maps, records of Riverside County, California;

All of Lots 96, 97, 98, 99 and 100 of the Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 9 page 410 of Maps, records of San Diego County, California; together with all portions of adjoining and intersecting streets shown as vacated by Map on file in Book 8 page 292 of Maps, records of said San Diego County, California;

EXCEPTING that portion thereof heretofore conveyed by Francisco Estudillo to California Central Railway Company, by Deed recorded in Book 111 page 138 of Deeds, records of San Diego County, California.

All of the East-half of the Southwest Quarter of Farm Lot 160;
Farm Lots 161 and 164;
The Southwest Quarter of Farm Lot 167;
The East-half of the Northwest Quarter and the South-west Quarter of Farm Lot 173;

That portion of Farm Lot 174, particularly described as follows:
Beginning at the Southwest corner of Farm Lot 174;
Thence East 10 chains;
Thence Northerly 14.29 chains more or less, in a straight line to Ranch corner S. J. No. 10;
Thence West 10 chains to Ranch corner S. J. No. 11;
Thence South 14.29 chains to beginning;

ALSO, that portion of Farm Lot 174, particularly described as follows:

Beginning at the Southeast corner of said Farm Lot 174;
Thence West on the Southerly line of said Lot, 5 1/2 chains;
Thence North parallel with the Easterly line of said Lot, 20 chains;
Thence West at a right angle to the Westerly line of said Farm Lot;
Thence North on the Westerly line of said Farm Lot, 20 chains to the most Northwesterly corner thereof;
Thence East 10 chains to the Northeast corner thereof;
Thence South on the Easterly line of said Farm Lot, 40 chains to the point of beginning;
Farm Lot 175;
Farm Lot 176, EXCEPTING the Northeast 40 acres in square form, said excepted portion being the Northeast Quarter of the Northwest Quarter of Section 8, Township 5 South, Range 1 West, San Bernardino Meridian;
The East-half and the South 10 acres of the West-half of Farm Lot 178.

The above Farm Lots are of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California.

Lots 8, 9 and 10 in Section 6; and Lot 4; and the Northwest Quarter of the Northeast Quarter of Section 7, all in Township 5 South, Range 1 West, San Bernardino Meridian.

Also, all riparian and other water rights that may be appurtenant to or belong to said lands.

PROVIDED, HOWEVER, that no works for the development of water from said lands shall be located thereon.

PROVIDED FURTHER, that subject to the rights hereinbefore in this parcel described, the owner of said land shall have the right to develop water for domestic use and to use the same for domestic purposes on the particular parcels of land upon which said water is so developed.

Parcel No. 9:

The right to develop, take, export and appropriate to its own use, in any manner and by any agency, all water that may be discovered in or that may be deposited in or underlie that certain parcel of land situate, lying and being in the County of Riverside, State of California, and being Lot 22 of H. T. Hewitt's Plat, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California;

Also, all riparian and other water rights that may be appurtenant to or belong to the said lands hereinbefore described.

PROVIDED, HOWEVER, that no works for the development of water shall be located upon the lands hereinbefore described, and provided further, that subject to such rights, E. W. Knowlton and Mrs. L. B. Knowlton, his wife, their successors and assigns, shall have the right to develop water from said land for domestic use and to use the same for domestic purposes.

Parcel No. 10:

The right to develop, take, export and appropriate to its own use, in any manner and by any agency any and all water now discovered or developed, or that may be deposited in or underlie, or flow in or over Lot 6 of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California;

ALSO, all riparian and other water rights that may be appurtenant to or belong to said real property, together with all rights acquired by the owner of said land, from any source, to convey water to said land or over said land, from any source.

PROVIDED, HOWEVER, that no works for the development of water from the lands of the said owner, shall be located upon the lands so conveyed.

AND PROVIDED, further, that subject to such rights, the owner of said land and the subsequent owners of said land while owners shall have the right to develop water for domestic use, and to use the same for domestic purposes on said lands.

Parcel No. 11:

The right to develop, take, export and appropriate in any manner, and by any agency, any and all water now discovered or developed or that may be hereafter discovered or developed, in or on, or that may be deposited in or underlie or flow in or over Lot 8 of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California, and the lands laid out as a street immediately adjoining said Lot 8 on the Northwest;

ALSO, all riparian and other water rights that may be appurtenant to or belong to said Lot 8 or the lands laid out as said street, together with all

rights acquired by the owner of said land from any source or convey water to said land or over said land from any source provided, however, that no works for the development of water from said lands shall be located upon said lands, and provided further, that subject to the rights hereby expressed, the owner of said lands shall have the right to develop water for domestic use and to use the same for domestic purposes upon the particular parcel of land upon which said water is so developed.

Parcel No. 12:

All rights acquired under and by virtue of a certain Permit No. 468, issued by the Water Commission of the State of California, to the Citizens Water Company of San Jacinto, dated April 1, 1920, whereby the said Citizens Water Company of San Jacinto was given the right to appropriate 200 cubic feet of water per second from the waters of the San Jacinto River and Indian Creek.

Parcel No. 13:

The exclusive right to develop, take, export, appropriate and use all water that may be discovered in or that may be deposited in or underlie or percolate in or flow in, by, over or under Lots 2, 3, and 5 of H. T. Hewitt's Plat to San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, including the right to pump or develop, appropriate or otherwise acquire, water from adjoining or neighboring lands or streams or water supplies, for use on said Lots 2, 3, and 5, together with all riparian or other water rights that may be appurtenant to or belong to said Lots 2, 3 and 5; subject however, to the right of the owner of any part or any or all of said Lots 2, 3 and 5, to develop on any portion thereof so owned by such person, water to be used solely for domestic purposes on said Lots 2, 3 and 5.

Parcel No. 14:

The exclusive right to develop, take, export, appropriate and use by Fruitvale Mutual Water Company, a corporation, all water that may be discovered in or that may be deposited in or underlie or percolate in or flow in, by, over or under, all or any part of Lot 4 in Block 136 of Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California.

Subject only to the right of the owner of any part of said Lot 4, to develop on any part thereof so owned by such owner, water to be used solely for domestic purposes on such land as owned by such owner.

Parcel No. 15:

That certain well as located on August 3, 1928 on Lot 22 of the Kumler Ranch Tract, as shown by Map on file in Book 8 page 52 of Maps, records of Riverside County, California;

Said well being 530 feet South of the South line of Sixth Street as shown on said Map and 7.4 feet West of the East line of said Lot 22.

Also, the perpetual right to drill on that portion of the Easterly rectangular 20 feet of said Lot 22, extending Southerly from the South line of

Sixth Street, 540 feet, such additional wells as said Fruitvale Mutual Water Company or its successors in interest may see fit, and to install pumping plants, power lines and gas lines in connection therewith, and to repair, maintain and operate any or all of said wells, pumping plants, power lines and gas lines; provided, however, that said Fruitvale Mutual Water Company shall immediately, following the completion of any such drilling or repairing, restore and leave said land in as nearly as practicable the same condition it may have been in before such work was done and shall be liable to the owners of said land for any damage caused to growing crops by said Water Company in connection with such work, and provided further, that said Fruitvale Mutual Water Company shall, barring unavoidable accidents, furnish to the owners of said Lot 22, water for use for domestic purposes thereon to be delivered at said well as above located, during a period of not less than 15 minutes of each day, if required, at the rate of not less than 100 gallons per minute, under pressure of not less than 15 pounds per square inch; such water to be conveyed from said well and stored by said owners, and to be metered from such storage and charged to said owners at the Fruitvale Mutual Water Company's regular metered service rates.

Parcel No. 16:

The exclusive right to develop, take, export, appropriate and use by the Fruitvale Mutual Water Company, all water that may be discovered in or that may be deposited in or underlie or percolate in, or flow in, by, over or under the following property, subject only to the right of the owner of any part of said property to develop on any part thereof so owned by such person, water to be used solely for domestic purposes on such property so owned by such person.

Said property being described as follows:

(a) All that portion of Lot 15 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, and shown as Lots 15 and 15 1/2 on Map showing Resubdivision of Lots 15 and 18 of H. T. Hewitt's Plat of San Jacinto, on file in Book 4 page 13 of Records of Survey, records of Riverside County, California, particularly described as follows:

Beginning at the Southwesterly corner of said Lot 15;

Thence Northerly along the Westerly line of said Lot 15, to a point 6.82 chains North from the center line of First Street as shown on said Map;

Thence Easterly and parallel with the Northerly lines of said Lots 15 and 15 1/2, 7.33 chains more or less, to the East line of said Lot 15 1/2;

Thence Southerly on said Easterly line to the Southeasterly corner of said Lot 15 1/2;

Thence Westerly along the Southerly lines of said Lots 15 and 15 1/2, 7.33 chains to the point of beginning.

(b) Also, that portion of Lot 18 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, particularly described as follows:

Beginning at the intersection of the center lines of First Street and Mountain Avenue, as shown by said Map;

Thence West on the center line of First Street, 121.22 feet to the Southerly prolongation of the Westerly line of said Lot 18;

Thence North $0^{\circ} 15'$ West on said Westerly line, 510.28 feet;

Thence East 515.33 feet;

Thence South $22^{\circ} 18'$ West, 691.3 feet to the center line of Mountain Avenue;

Thence North 45°06' West on the center line of said Mountain Avenue, 182.55 feet to the point of beginning;

EXCEPTING therefrom a Right of Way over that portion thereof included in Mountain Avenue and First Street.

Said property is also shown on Map showing the Resubdivision of Lots 15 and 18 of H.T. Hewitt's Plat of San Jacinto on file in Book 4 page 13 of Records of Survey, records of Riverside County, California.

Parcel No. 17:

All underground water and water rights of every kind and description belonging to or in anywise appertaining to Blocks 118 and 119 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

EXCEPTING therefrom such water as may be required for irrigation and domestic uses thereon.

ALSO EXCEPTING from said Block 119, Lot 3 and all that portion of Lot 2 included in the following description;

Beginning at the intersection of the center lines of Hemet Street and Sterling Avenue as shown on said Map;

Thence North along the center line of Hemet Street, 1099.30 feet to the center line of Washington Avenue;

Thence South 89°35' East along said center line of Washington Avenue, 221.35 feet;

Thence South 46°12'30" East along the center line of the extension of Mountain Avenue, 607.65 feet;

Thence South along the East line of said Lots 2 and 3, 682.30 feet;

Thence North 89°33'30" West along the center line of Sterling Avenue, 660 feet to the point of beginning.

SECTION IV

PARCEL A-1

Right of way located in the North half of Farm Lot 193 of San Jacinto Land Association, more particularly described as follows, to wit:

A perpetual Right of Way of the uniform width of twelve (12) feet, over the most northerly 12 feet of the following described land:

Beginning at a point on the Easterly line of the North half of the North half of the West half of the North 40 acres of the West half of Farm Lot 193 of San Jacinto Land Association.

In accordance with easement recorded in Official Records of Riverside County, California, on October 8, 1959 in Book 2559, page 107, as Instrument No. 86197.

PARCEL A-2

Right of way situated in the County of Riverside, State of California, and more particularly described as follows:

A perpetual right of way easement over and across the Southerly fifteen (15) feet of the real property located in the County of Riverside, State of California, described as follows:

All those portions of Blocks 76 and 77 of the lands of the Hemet Land Company as shown by map on file in the office of the County Recorder of Riverside County, California, in Book I of Maps, page 14 thereof, lying north of an east and west line drawn parallel with and 1800 feet north of the center line of Menlo Ave., as shown on said map. Menlo Ave., being the road along the south boundary of Block 75 of said Hemet Lands and lying south of an east and west line drawn parallel with and 601 feet south of the southerly line of Commonwealth Ave., as shown on said map, containing 36.71 acres, more or less.

In accordance with easement recorded in Official Records of Riverside County, California, on April 18, 1960, in Book 2676, page 207, as Instrument No. 34145.

PARCEL A-3

An easement for the construction, operation, maintenance, inspection, repair, alteration, and replacement of a domestic water line over and across the westerly four (4) feet of the real property located in the County of Riverside, State of California, described as follows:

That portion of Lot 83 of Estudillo Land and Water Company's Addition to San Jacinto, as shown by records of San Diego County Maps, Book 9 page 410 thereof.

PARCEL A-4

An easement 20-feet in width for the construction and maintenance of water lines, said easement being more particularly described as follows:

A portion of Farm Lot 103 of the lands of the Estudillo Land and Water Company, as shown by map on file in Book 9, page 410 of Maps, Records of San Diego County, California, said portion being more particularly described as follows:

COMMENCING at the intersection of State Street and Esplanade Avenue, as said intersection is shown by map on file in Book 45, page 69 of Maps, Records of Riverside County;

Thence South a distance of 30.00 feet;

Thence South $89^{\circ} 56' 35''$ West, a distance of 30.00 feet to the point of beginning;

Thence continuing South $89^{\circ} 56' 35''$ West, a distance of 300.00 feet to the East line of Lot A, as said Lot A is shown by Map on file in Book 45, page 69 of Maps, Records of Riverside County;

Thence South along the East line of said Lot A, a distance of 20.00 feet to the Southeast corner of said Lot A;

Thence North $89^{\circ} 56' 35''$ East, a distance of 300.00 feet to the West line of State Street, as said West line of State Street is shown by said map on file in Book 45, page 69 of Maps, Records of Riverside County;

Thence North along said West line of State Street, a distance of 20.00 feet to the Point of Beginning.

PARCEL A-5

A Strip of land 20.00 feet wide over the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 5 South, Range 2 West, San Bernardino Base and Meridian, said Strip being 10.00 feet on each side of the following described center line:

Beginning at a point on the West line of said Northeast 1/4 of the Southwest 1/4 of said Section 11, which bears South $0^{\circ} 28' 50''$ East a distance of 233.56 feet from the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 11;

Thence South $79^{\circ} 11' 35''$ East a distance of 63.29 feet to a tangent curve;

Thence along the arc of said curve, concave Southwesterly, through a central angle of $64^{\circ} 28' 55''$ and having a radius of 16.47 feet, a distance of 18.54 feet;

Thence South $14^{\circ} 49' 40''$ East, a distance of 48.92 feet to a tangent curve;

Thence along the arc of said curve, concave Northeasterly, through a central angle of $78^{\circ} 30' 05''$ and having a radius of 34.32 feet, a distance of 47.02 feet;

Thence North $86^{\circ} 47' 15''$ East, a distance of 43.40 feet to a tangent curve;

Thence along the arc of said curve, concave Northwesterly, through a central angle of $56^{\circ} 00' 05''$, and having a radius of 37.72 feet, a distance of 36.87 feet;

Thence North $30^{\circ} 47' 10''$ East, a distance of 117.60 feet to a tangent curve;

Thence along the arc of said curve concave Southeasterly, through a central angle of $66^{\circ} 59' 55''$, and having a radius of 20.08 feet, a distance of 23.48 feet;

Thence South $82^{\circ} 12' 55''$ East, a distance of 49.67 feet to a tangent curve;

Thence along the arc of said curve, concave Northerly through a central angle of $43^{\circ} 30' 05''$ and having a radius of 78.28 feet, a distance of 58.65 feet;

Thence North $54^{\circ} 17' 00''$ East, a distance of 37.08 feet to a tangent curve;

7 Thence along the arc of said curve, concave Northwesterly, through a central angle of $42^{\circ} 30' 05''$, and having a radius of 68.54 feet, a distance of 50.84 feet;

Thence North $11^{\circ} 46' 55''$ East, a distance of 131.25 feet to the North line of said Northeast 1/4 of the Southwest 1/4 of Section 11.

The side lines of said 20.00 foot strip will be lengthened or shortened so as to terminate on the West line and North line of said Northeast 1/4 of the Southwest 1/4 of Section 11.

A portion of the Southwest 1/4 of Section 11, Township 5 South, Range 2 West, San Bernardino Base and Meridian, said portion being more particularly described as follows:

The easterly rectangular 330.00 feet of the Northerly 330.00 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 11.

PARCEL A-6

The right to use cement pipe line with rights of ingress and egress extending from the northeast corner of Lot 20 of H. T. Hewitt's Addition to San Jacinto, Riverside County, California, to a point in the easterly boundary line of said lot approximately one-half the distance between the north and south boundary lines of said lot; thence angling in a general southwesterly direction to a point in the southerly boundary line of said lot, which point is two hundred feet, more or less, Westerly from the easterly boundary line of said lot, located on Lots 16, 16-1/2 and 17-1/2 of said H. T. Hewitt's Addition.

PARCEL A-7

An easement eight (8) feet in width for the conveyance of water over and across a portion of the East 10 acres of the Southeast quarter of the Northeast quarter of Section 12, T5S, R2W, SBM, as shown by U. S. Government Survey approved September 16, 1880. The centerline of said easement is more particularly described as follows:

COMMENCING at corner of S. J. 13, Tract XX of the Rancho San Jacinto Viejo as said corner is shown by the map of partition of said Rancho San Jacinto Viejo, and described by the decree of the Superior Court of San Diego County, November 22, 1882, and as shown on the map of said Partition made under said decree recorded December 8, 1882, in Book 43 page 161

of Deeds, Records of San Diego County; thence North $88^{\circ} 23' 16''$ West, a distance of 10.60 feet; thence North $01^{\circ} 30' 44''$ East, 167.72 feet; thence North $86^{\circ} 48' 16''$ West, 329.82 feet to the West line of said East 10 acres of said Southeast quarter of said Northeast quarter of Section 12, T5S, R2W, SBM.

In accordance with easement recorded in Official Records of Riverside County, California, on November 23, 1965, as Instrument 132574.

PARCEL A-8

An easement to construct, operate, maintain and repair distribution and water facilities and pipelines, connections and appurtenant equipment and facilities, for the distribution and transmission of water, under, along, through and across that certain parcel of land situated in the County of Riverside, State of California, described as follows:

That particular portion of Farm Lot 83 as said Lot is shown by map of the Lands of the San Jacinto Land Association on file in Book 8 page 357 of Maps, records of San Diego County, California, conveyed to ELMER R. SCHETTLER and BELVA J. SCHETTLER by Grant Deed recorded September 2, 1965, in Book 3792, page 169 of Official Records of Riverside County, California, which lies within the following described parcel of land:

The Westerly 8.00 feet of the Easterly 38.00 feet of said Farm Lot 83.

Excluding therefrom any portion thereof which lies within Midway Avenue, a County Avenue as said Midway Avenue presently exists.

Also excluding therefrom any portion thereof which lies within State Highway 79 (San Jacinto Street), a State Highway as said State Highway 79 presently exists.

Also easement over the Westerly 12.00 feet of the Easterly 50.00 feet of said Farm Lot 83. In accordance with easement recorded in Official Records of Riverside County, California, as Instrument No. 80077.

PARCEL A-9

An easement to construct, operate, maintain, repair, change the size of, and remove, water transmission facilities, including but not limited to gravity pipelines, pressure pipelines, connections, and appurtenant equipment and facilities, for the collection and transmission of water under, along, through and across that certain parcel of land situated in the County of Riverside, State of California, described as follows:

Commencing at the intersection of the center lines of Sanderson Avenue and Seventh Street lying to the Southeast of the N-1/2 of the S-1/2 of Lot 150 of Map Book 8 page 357, records of San Diego County; thence northerly along the center line of Sanderson Avenue 660.80 feet; thence westerly 50 feet to the point of beginning; thence westerly 10 feet; thence northerly 396.80 feet; thence easterly 10 feet; thence southerly 396.80 feet to the point of beginning.

In accordance with easement recorded in Official Records of Riverside County, California, on March 27, 1967, as Instrument No. 25132.

58043

PARCEL A-10

Water and water rights set over to Fruitvale Mutual Water Company by Agreement recorded July 31, 1931, in Book 36, Page 251, of Official Records of Riverside County, California, but subject to the conditions as more fully set forth therein.

All other water rights of any nature or however acquired, including, but not limited to, all transferable franchises, permits and licenses used or useful in the operation of the water system of the Fruitvale Mutual Water Company.

All water production and distribution facilities, well sites, wells, pumps, transmission and distribution mains, storage facilities, lateral services, meters and meter boxes and all other physical facilities pertinent thereto, owned and operated by the said Fruitvale Mutual Water Company and rendering water service to its shareholders.

Other than as provided herein, all maps, plats, plans and other records pertaining to the water system of the Fruitvale Mutual Water Company along with such shareholder and customer records as applied to the water service provided to them.

All other real and personal property not specifically described herein, owned by the Fruitvale Mutual Water Company as of the date hereof, excluding only monies, accounts receivable and those books and records of the Company pertaining solely to its corporate status.



EACH DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS CERTIFIED TO BE A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

Dated: 5-4-79

DONALD D. SULLIVAN, COUNTY CLERK

Clerk of the Superior Court
Clerk of the Board of Supervisors
County of Riverside, California

By [Signature] Deputy

58043

RECEIVED FOR RECORD

MAY 4 1972

45 Min. Past 9 o'clock A.M.

At Request of Redwine & Sherman

Book 1972, Page 58043

Recorded in Official Records of Riverside County, California

W.W. Dalrymple Recorder

FEES: None

INDEXED

None

RECORDING REQUESTED BY
REDWINE AND SHERRILL
4075 Main Street, Suite 500
Riverside, California 92501

RECEIVED FOR RECORD

MAY 5 1972

5:57 PM
Post-3
At Request of
Redwine & Sherrill
Riverside, Calif.
58825
W.S. DeBoyle
Notary Public
Riverside, Calif.

58825

AND WHEN RECORDED MAIL TO
EASTERN MUNICIPAL WATER DISTRICT
Post Office Box 858
Hemet, California 92343

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRANSFER TAX \$ NONE

C O R P O R A T I O N G R A N T D E E D

(Escrow No. _____)

For a valuable consideration, receipt of which is hereby acknowledged, the FRUITVALE MUTUAL WATER COMPANY, a California corporation, hereby Grants, Conveys, Transfers, Sells and Assigns to the EASTERN MUNICIPAL WATER DISTRICT, a municipal corporation, the real and personal properties situated in the County of Riverside, State of California, as described on Exhibit "A", attached hereto and made a part hereof.

All of the aforesaid properties are subject to liens, covenants and conditions of record.

In witness whereof, the said FRUITVALE MUTUAL WATER COMPANY has caused this instrument to be executed in its corporate name by its proper officers, duly authorized and its corporate seal to be hereunto affixed this 3rd day of May, 1972.

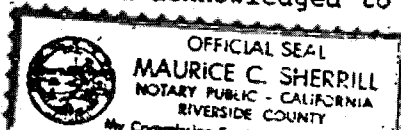
FRUITVALE MUTUAL WATER COMPANY

By Sam Norton
President

By Harriet Williams
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On May 3, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sam Norton and Harriet Williams known to me to be the President and Secretary respectively of the Corporation that executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.



Maurice C. Sherrill
Notary's Signature

58825

FRUITVALE MUTUAL WATER COMPANY PROPERTIES
ACQUIRED BY THE EASTERN MUNICIPAL WATER DISTRICT

SECTION I - Fee Title Real Property.....Parcels 1 - 37...Page 1

SECTION II - Rights of Way.....Parcels 1 - 92...Page 11

SECTION III - Rights to Divert Pump
and Use Water.....Parcels 1 - 17...Page 48

SECTION IV - Additional and Miscellaneous
Property Interests.....Parcels A-1 - A-10..Page 56

EXHIBIT "A"

EXHIBIT "A"

SECTION I

Parcel No. 1:

The North-half of Farm Lot 9 of the Fairview Tract, as shown by Map on file in Book 6 page 307 of Maps, records of San Diego County, California.

Parcel No. 2:

All that portion of Lots 3 and 4 in Block 117, and of Lots 1 and 2 in Block 118 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Commencing at the intersection of the center line of Washington Avenue and Mountain Avenue, as shown on said Map;
 Thence South 88°31' East, 1303.5 feet for the point of beginning;
 Thence North 69°15' East, 953.04 feet;
 Thence South 54°45' East, 252.12 feet;
 Thence South 1°15' West, 220.44 feet to the center line of Washington Avenue;
 Thence North 88°31' West, along said center line of Washington Avenue, 1092.30 feet, to the point of beginning.

Parcel No. 3:

All those portions of Lot 1 in Block 116 1/2 and Lots 2, 3, and 4 in Block 117 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Commencing at the intersection of the center line of Washington Avenue and Mountain Avenue as shown on said Map;
 Thence South 88°31' East, 1303.5 feet;
 Thence North 69°15' East 749.3 feet for the point of beginning;
 Thence North 69°15' East, 204 feet;
 Thence North 54°45' West, 1569.32 feet;
 Thence South 45° West 82.02 feet;
 Thence South 51° 19' East, 1463.8 feet to the point of beginning.

Parcel No. 4:

That portion of the North half of Lot 8 of the Lands of the Fairview Land and Water Company, as shown by Map on file in Book 6 page 307 of Maps, records of San Diego County, California, particularly described as follows:

Beginning at the Northeast corner of said Lot;
 Thence Westerly on the North line of said Lot, 10 chains;
 Thence Southerly on the West line of said Lot, 7.50 chains;
 Thence Easterly on the center line of said Lot, 10 chains;
 Thence Northerly on the East line of said Lot, 7.50 chains to the point of beginning.

Parcel No. 5:

A strip of land on the uniform width of 16 1/2 feet, being 13 feet on the Northerly side and 3 1/2 feet on the Southerly side, both measured at right angles to the following described line:

Beginning at a point on the North line of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, 438.5 feet East from the Northwest corner of said Lot 193;

Thence South 44°45' West, 434 feet;

Thence North 50°05' West, 158.5 feet to the West line of said Lot 193.

Parcel No. 6:

That portion of Tract 10 of the partition of the Rancho San Jacinto Viejo as described in Decree of the Superior Court, County of San Diego, California, dated November 22, 1882, as shown by Map dated March 9, 1882, said Decree of Partition being recorded in Book 43 page 161 of Deeds, San Diego County Records, described as follows:

Beginning in the Northeast corner of said Tract 10; thence Southerly, along the East line of said Tract 10 to its intersection with the center line of Cedar Avenue, also called Sterling Avenue within said Tract 10; thence Westerly, along the center line of Cedar Avenue, 613.59 feet; thence North 10°03'29" West, along the Southerly extension of the Northeasterly line of Parcel 4020-136B as shown on Record of Survey on file in Book 33 page 51 of Records of Survey, Riverside County Records, and along the Northeasterly line of said Parcel 4020-136B, 187.20 feet to an angle point in the Northeasterly line of said Parcel; thence North 26°55'30" West, along the Northeasterly line of said Parcel 4020-136B and along the Northeasterly line of Parcels 4020-137B and 4020-137A, as shown on said Record of Survey to the intersection of the Northeasterly line of said Parcel 4020-137A, or an extension of said Northeasterly line thereof, with the Northerly line of said Tract 10; thence Easterly, along said Northerly line of said Tract 10, to the point of beginning;

EXCEPTING that portion of said Tract 10 lying within the above described parcel described as follows: Beginning at the Northeast corner of said Tract 10; thence South, along the East line of said Tract 10, 495 feet; thence at a right angle West 1320 feet; thence at a right angle North, 495 feet to the North line of said Tract 10; thence East, along said North line, 1320 feet, to the point of beginning;

ALSO EXCEPTING therefrom the Southerly 300.00 feet, measured from the center line of Cedar Avenue and as measured on the East line of said Tract 10.

North-half of Farm Lot 169, and a strip of land of the uniform width of 15 feet off the South side of the North-half of said Farm Lot 169 of the lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water;

EXCEPTING from said strips, those portions thereof included in the following description:

Beginning at the Southeast corner of said North-half of Farm Lot;
 Thence North along the East line of said Lot, 40 feet;
 Thence West and parallel with the South line of the North-half of South-half of said Lot, 40 feet;
 Thence South and parallel with the East line of said Lot, 40 feet to the South line of said North-half of South-half of said Lot;
 Thence East along said South line, 40 feet to the point of beginning.

ALSO, 7 1/2 feet off of the North side of the North-half of Farm Lot 169 of the Lands of the San Jacinto Land Association, as shown by above described Map, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts, for the conveyance of water.

Parcel No. 10:

A strip of land 16 1/2 feet in width, running through the Easterly side of the South-half of the East-half of Lot 76 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, being 13 feet on the Northwesterly side and 3 1/2 feet on the Southeasterly side of the center line described as follows:

Beginning at a point on the South boundary line of Farm Lot 76,
 959.4 feet East from Southwest corner of said Lot;
 Thence North $46^{\circ} 52'$ East, 477.4 feet;
 Thence South $89^{\circ} 27'$ East, 13 feet more or less, to the East boundary line of said Lot 76.

Parcel No. 11:

A strip of land of the uniform width of 7 1/2 feet off the North side of the Southeast quarter of Farm Lot 165 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water, which shall be constructed in such a manner as to not wash or damage the adjoining land.

Parcel No. 12:

A strip of land of the uniform width of 7 1/2 feet off the South side of the South-half of the Northeast Quarter of Farm Lot 165 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 13:

A strip of land of the uniform width of 15 feet off the East side of the South three-quarters of the South-half of Farm Lot 168 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps,

records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 14:

A strip of land of the uniform width of 7 1/2 feet off the South side of the South-half of the South-half of Farm Lot 168 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 15:

A strip of land of the uniform width of 15 feet off the East side of the East-half of the South-half of the Southwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 16:

A strip of land of the uniform width of 7 1/2 feet off the South side of the West-half of the Northwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 17:

A strip of land of the uniform width of 7 1/2 feet off the South side of the East-half of the Northwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water.

Parcel No. 18:

All of Block D of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California; also a strip of land adjoining the said Block D on the West and extending North on the West line of said Block D to the middle of Second Street; said strip of land being 30 feet wide more or less, and bounded on the west by the West line of Hewitt's Tract.

Parcel No. 19:

A strip of land of the uniform width of 15 feet off the East side of the South-half of the West-half of the Southwest Quarter of Farm Lot 171 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the use and maintenance of water ditches, pipes, pipe lines, conduits and aqueducts for the conveyance of water without washing or damage to said land.

Parcel No. 20:

That portion of Lot 2 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, particularly described as follows:

58825

Beginning at a point on the North line of said Lot 2, 18 feet West of the East line thereof;
Thence South and parallel with the East line of said Lot 2, 142 feet;
Thence West and parallel with the North line of said Lot 2, 32 feet;
Thence North and parallel with the East line of said Lot 2, 142 feet to the North line thereof;
Thence East along said North line, 32 feet to the point of beginning.

Parcel No. 21:

That portion of Lots 23, 24 and 25 of the Resubdivision of H.T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, particularly described as follows:

Commencing at the South corner of said Lot 25, in the center of Mountain Avenue;
Thence North 45° East on the Southeast line of said Lot 25, 1281.2 feet for the point of beginning;
Thence North 45° West, 55 feet;
Thence North 45° East, 135.08 feet;
Thence North 16°19' West, 398.3 feet;
Thence North 23°04' West, 107 feet;
Thence North 45°59' West, 360 feet;
Thence North 36°37' West, 1103.4 feet to the North line of said Lot 23;
Thence East 1367.7 feet on the North line of said Lots 23 and 24 to the Northeast corner of said Lot 24;
Thence South 45° East, 996.6 feet on the Northeasterly line of said Lots 24 and 25 to the East corner of said Lot 25;
Thence South 45° West, 1456.44 feet on the Southeast line of said Lot 25, to the point of beginning.

Parcel No. 22:

All that portion of Farm Lots 65, 198, 199 and 200 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, lying Northeasterly of East Main Street, as shown by Map of the Kumler Ranch Tract Addition, on file in Book 8 page 51 of Maps, records of Riverside County, California;

EXCEPTING therefrom a roadway Easement over that portion thereof conveyed to Riverside County by Deed recorded January 26, 1932 in Book 63 page 278 of Official Records of Riverside County, California.

Parcel No. 23:

All of Lot 6 and the southerly 350.00 feet of Lot 4 of the Kumler Ranch Tract, as shown by Map on file in Book 3, page 52, of Maps, Records of Riverside County, California, said southerly 350.00 feet of Lot 4 being measured from the northerly right of way line of Tanner Street.

Parcel No. 24:

All of Lot 17 of the Midway Ranch Tract, as shown by Map on file in Book 8 page 50 of Maps, records of Riverside County, California.

Parcel No. 25:

All of Lots 79, 80, 91, 92, 93, 94 and 95 of the Estudillo Land & Water Co.'s Addition to San Jacinto, as shown by Map of said Addition on file in Book 9 page 410 of Maps, records of San Diego County, California.

Parcel No. 26:

The Easterly 20 feet of Lot 13 of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California.

Parcel No. 27:

All that portion of Lots 7, 8, 9 and that portion of Lot B of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California, particularly described as follows:

Beginning at a point in the center line of First Street, and the Southeast corner of said Lot 7 of said Kumler Ranch Addition;

Thence Northerly on the Easterly line of said Lot 7 and an extension thereof North across said Lot 8, Lot B and Lot 9, to a point on the center line of Seventh Street, as shown on said Map;

Thence Westerly on the center line of Seventh Street, 20 feet to a point;

Thence Southerly in a straight line to a point on the center line of First Street, which said point is 20 feet West of the Southeast corner of said Lot 7;

Thence East on the center line of First Street, 20 feet to the point or beginning; being a strip of land 20 feet in width extending from the center line of First Street to the center line of Seventh Street across said Lots 7, 8, 9 and B of said Kumler Ranch Tract Addition.

Parcel No. 28:

That portion of Lot 2 of Weber and Griffin's Subdivision of Tract XVII of the Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California, particularly described as follows:

Beginning at the Southeast corner of said Lot 2;

Thence Northerly on the Easterly line of said Lot, 242 feet;

Thence Westerly and parallel with the Southerly line of said Lot, 180 feet;

Thence Southerly and parallel with the Easterly line of said Lot 2, 242 feet to the Southerly line thereof;

Thence Easterly on the Southerly line of said Lot, 180 feet to the point of beginning.

Parcel No. 29:

All that portion of Lot 4 in Block 93 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

58825

Beginning at the intersection of the North line of said Lot with the Southwesterly line of Mountain Avenue as shown on said Map;
Thence South 50 feet;
Thence East 50.20 feet to said Southwesterly line of Mountain Avenue;
Thence North 45°07' West along said Southwesterly line, 70.85 feet to the point of beginning.

Parcel No. 30:

All that portion of Lot 3 in Block 117 of Lands of Hemet Land Company and of Washington Avenue adjoining said Block 117 on the South, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Commencing at a point in the center line of Mountain Avenue as shown by said Map, 33 feet South 45° West from the West corner of Block 116 1/2 of said Lands of Hemet Land Company, said point of commencement being the point of intersection of said center line of Mountain Avenue with the Southeasterly line of River Street, as shown by said Map, extended Southwesterly;

Thence South 45°00' East, 211.86 feet;
Thence South 88°31' East, 1303.50 feet from point of beginning;
Thence North 1°29' East, 52 feet;

Thence South 88°31' East, 127.21 feet more or less to a point in the Southeasterly line of the property conveyed to John G. Nielsen by Deed recorded October 23, 1930 in Book 879 page 211 of Deeds, records of Riverside County, California;

Thence South 69°15' West along said Southeasterly line to a point of beginning;

EXCEPTING therefrom an easement in favor of the public over any portion thereof included in Washington Avenue.

Parcel No. 31:

Block 117 1/2 and all that portion of Blocks 116 1/2 and 117 of Lands of Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, lying Northeasterly of the following described line:

Commencing at the intersection of the center line of Mountain Avenue with the Southeasterly line of River Street as shown by said map;

Thence North 45° East, 1494.90 feet to the point of beginning of the line hereinabove referred to;

Thence South 54°45' East, 1855.92 feet to the East line of said Block 117.

Parcel No. 32:

All those lots and portions of lots of the lands of the Fairview Land and Water Company, as shown by Map on file in Book 6 page 307 of Maps, records of San Diego County, California, lying Northerly and Easterly of a line described as follows:

Beginning at a point on the Northeasterly line of said Fairview Lands and of Lot 50 of said Lands, North 50°45' West, 121.79 feet along said Northeasterly line from the corner of said Lands known as S.J. 34;

Thence South 68°06' West, 272.14 feet;

Thence South 74°03' West, 144.00 feet;

Thence South $66^{\circ} 37'$ West, 173.62 feet to a point on the Northerly line of Florida Avenue, as shown on said Map, at its intersection with the Westerly line of said Lot 50;

Thence South 55.98 feet;

Thence North $63^{\circ} 17'$ West, on the center line of Florida Avenue, 738.25 feet;

Thence North 55.98 feet to a point on the Northerly line of Florida Avenue at its intersection with the Westerly line of Lot 51 of said Fairview Lands;

Thence North $31^{\circ} 39'$ West, 283.99 feet;

Thence North $58^{\circ} 52'$ West, 197.00 feet;

Thence North $50^{\circ} 59'$ West, 437.72 feet to a point on the Westerly line of Lot 52 of said Fairview Lands, distant 344.28 feet North along said Westerly line from its intersection with the center line of Florida Avenue;

Thence North $50^{\circ} 15'$ West, 279.54 feet;

Thence North $51^{\circ} 56'$ West, 301.64 feet;

Thence North $77^{\circ} 04'$ West, 212.45 feet to a point on the center line of Georgia Avenue, as shown on said Map, distant 425.85 feet North along said line from its intersection with the center line of Florida Avenue;

Thence North $77^{\circ} 04'$ West, 121.01 feet;

Thence North $52^{\circ} 24'$ West, 295.88 feet;

Thence North $48^{\circ} 40'$ West, 194.52 feet;

Thence North $63^{\circ} 31' 30''$ West, 113.75 feet;

Thence North $82^{\circ} 05'$ West, 61.34 feet to a point on the Westerly line of Lot 54 of said Fairview Lands, distant 821.09 feet North along said line from its intersection with the center line of Florida Avenue;

Thence North $82^{\circ} 05'$ West, 265.30 feet;

Thence North $70^{\circ} 38'$ West, 166.33 feet;

Thence North $49^{\circ} 50'$ West, 224.23 feet;

Thence North $43^{\circ} 45'$ West, 102.36 feet to a point on the center line of Grant Avenue as shown on said Map, distant 1132.39 feet North along said line from its intersection with the center line of Florida Avenue;

Thence North $43^{\circ} 45'$ West, 263.87 feet to a point on the center line of Palm Avenue as shown on said Map, distant 182.47 feet West along said line from its intersection with the center line of Grant Avenue;

Thence North $43^{\circ} 45'$ West, 155.85 feet;

Thence North $71^{\circ} 46' 30''$ West, 144.29 feet;

Thence South $82^{\circ} 50'$ West, 141.45 feet;

Thence South $86^{\circ} 54'$ West, 93.50 feet to a point on the Westerly line of Lot 47 of said Fairview Lands, distant 135.00 feet North along said line from its intersection with the center line of Palm Avenue;

Thence North 67.26 feet along the said Westerly line of Lot 47;

Thence West 210.74 feet;

Thence North $61^{\circ} 56'$ West, 510.27 feet to a point on the Westerly line of Lot 46 of said Fairview Lands, distant 442.34 feet North along said line from its intersection with the center line of Palm Avenue;

Thence North $61^{\circ} 56'$ West, 54.93 feet;

Thence North $44^{\circ} 49'$ West, 612.80 feet;

Thence North $34^{\circ} 01'$ West, 254.80 feet;

Thence North $31^{\circ} 52'$ West, 72.09 feet to a point on the Westerly line of Lot 45 of said Fairview Lands, distant 1175.31 feet North along said line from its intersection with the center line of Palm Avenue;

Thence North $31^{\circ} 52'$ West, 173.31 feet to a point on the center line of Olive Avenue as shown on said Map, distant 569.50 feet East along said line from its intersection with the center line of Lincoln Avenue;

Thence North $34^{\circ} 11'$ West, 197.50 feet;

Thence North $22^{\circ} 03' 30''$ West, 431.50 feet;

Thence North $32^{\circ} 22'$ West, 179.20 feet;

Thence North $21^{\circ} 26'$ West, 548.85 feet to a point on the center line of Lincoln Avenue, as shown upon said Map, distant 1225.54 feet along said line from its intersection with the center line of Olive Avenue;

Thence North $21^{\circ} 26'$ West, 103.09 feet to a point on the center line of Laurel Avenue as shown upon said Map, distant 37.67 feet West along said line from its intersection with the center line of Lincoln Avenue;

Thence North $21^{\circ} 26'$ West, 123.76 feet;

Thence North $28^{\circ} 30'$ West, 229.40 feet;

Thence North $7^{\circ} 34' 20''$ West, 193.20 feet;

Thence North $17^{\circ} 51'$ East, 233.25 feet to a point on the Northeastly boundary line of said Fairview Lands, distant 188.93 feet North $50^{\circ} 45'$ West, along said line from its intersection with the center line of Lincoln Avenue;

Thence North $50^{\circ} 45'$ West, 1313.38 feet along said Northeastly boundary line of the Fairview Lands, to a point distant 379.20 feet North $50^{\circ} 45'$ West along said line from its intersection with the center line of Cedar Avenue as shown upon said Map, said point being also about 20 feet South of the top of bank on the Southerly side of the San Jacinto River;

Thence turning and running Westerly closely parallel to the top of said bank, through Lots 1, 2, 3 and 4 of the said Fairview Lands, by the following courses and distances;

North $73^{\circ} 19' 30''$ West, 249.40 feet;

Thence West 275.90 feet;

Thence North $74^{\circ} 58' 30''$ West, 165.30 feet;

Thence North $86^{\circ} 15' 30''$ West, 145.76 feet to a point on the Westerly line of Lot 1 of said Fairview Lands, distant 363.84 feet North along said line from its intersection with the center line of Cedar Avenue;

Thence North $86^{\circ} 15' 30''$ West, 130.49 feet;

Thence North $75^{\circ} 17' 30''$ West, 245.70 feet;

Thence North $66^{\circ} 24' 30''$ West, 181.60 feet;

Thence South $84^{\circ} 46'$ West, 127.35 feet to a point on the center line of Fairview Avenue as shown upon said Map, distant 495.80 feet North of its intersection with the center line of Cedar Avenue;

Thence South $84^{\circ} 46'$ West, 208.10 feet;

Thence South $72^{\circ} 13'$ West, 476.43 feet to a point on the Westerly line of Lot 3 of said Fairview Lands, distant 331.31 feet North along said line from its intersection with the center line of Cedar Avenue;

Thence South $72^{\circ} 13'$ West, 136.87 feet;

Thence South $82^{\circ} 53'$ West, 163.74 feet;

Thence South $67^{\circ} 01'$ West, 309.83 feet to a point on the Westerly line of Lot 4 of said Fairview Lands, distant 113.10 feet North along said line from its intersection with the center line of Cedar Avenue;

Thence South $67^{\circ} 01'$ West, 59.77 feet;

Thence South $88^{\circ} 17'$ West, 257.00 feet;

Thence North $83^{\circ} 04'$ West, 351.56 feet to a point on the Westerly line of Lot 5 of said Fairview Lands, distant 124.50 feet North along said line from its intersection with the center line of Cedar Avenue;

Thence North $83^{\circ} 04'$ West, 105.74 feet;

Thence North $77^{\circ} 36'$ West, 323.60 feet;

Thence North $83^{\circ} 10'$ West, 240.60 feet to a point of ending on the center line of Chicago Avenue, as shown upon said Map, distant 235.50 feet North along said line from its intersection with the center line of Cedar Avenue.

Said property is also shown as Lots 50A, 51, 52A, 53A, 54A, 55A, 56A, 49, 48, 47A, 46A, 45A, 44A, 21, 22, 23A, 24A, 20, 19A, 18A, 17A, 6A and all those portions of Lots 1A, 2A, 3A, 4A and 5A lying North of the aforescribed line running through said Lots, on Record of Survey on file in Book 9 page 64 of Records of Survey, records of Riverside County, California.

58825

Parcel No. 33:

All that portion of the South-half of North-half of Farm Lot 169 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, particularly described as follows:

Beginning at the Southeast corner of said South-half of North-half of said Lot;
Thence North along the East line thereof, 40 feet;
Thence West and parallel with the South line of said South-half of North-half of said Lot, 40 feet;
Thence South and parallel with said East line of South-half of North-half of said Lot, 40 feet to the South line thereof;
Thence East along said South line, 40 feet to the point of beginning;

EXCEPT therefrom the easterly 15.00 feet thereof.

Parcel No. 34:

All that portion of Lot 4 in Block 136 of the Lands of the Homet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Beginning at a point on the Westerly line of Gilbert Street, 140 feet North of the intersection of said Westerly line with the Northerly line of Devonshire Avenue as shown on said Map;
Thence North along said Westerly line of Gilbert Street, 20 feet;
Thence West 30 feet;
Thence South 20 feet;
Thence East 30 feet to the point of beginning.

Parcel No. 35:

All that portion of Tract X of the Partition of the Rancho San Jacinto Viejo, as described in a Decree of the Superior Court of San Diego County, California, dated November 22, 1882 and as shown on Map of said Partition made under said Decree, recorded December 8, 1882 in Book 43 page 161 of Deeds, records of San Diego County, California, particularly described as follows:

Beginning at the Northeast corner of said Tract X;
Thence South along the East line of said Tract X, 495 feet;
Thence at a right angle West, 1320 feet;
Thence at a right angle North, 495 feet to the North line of said Tract X;
Thence East along said North line, 1320 feet to the point of beginning.

Parcel No. 36:

All that portion of the Northeast Quarter of Section 12, Township 5 South, Range 2 West, San Bernardino Meridian, as shown by United States Government Survey, particularly described as follows:

Beginning at a point on the Southerly line of said Northeast Quarter, 30 feet Easterly from the Southwest corner thereof;
Thence Easterly on said Southerly line, 30 feet;
Thence Northerly and parallel with the Westerly line of said Northeast Quarter, 50 feet;

58825

Thence Westerly and parallel with the Southerly line of said Northeast Quarter, 30 feet;

Thence Southerly and parallel with the Westerly line of said Northeast Quarter, 50 feet to the point of beginning;

EXCEPTING therefrom the Southerly 30 feet thereof conveyed to the County of Riverside by Deed recorded June 26, 1928 in Book 771 page 127 of Deeds, records of Riverside County, California.

Parcel No. 37:

All that portion of Lot 15 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 356 of Maps, records of San Diego County, California, particularly described as follows:

Beginning at the intersection of the Southerly extension of the Westerly line of said Lot 15, with the center line of First Street, as shown on said Map;
Thence North along said West line, 50 feet;
Thence East and parallel with said center line of First Street, 30 feet;
Thence South and parallel with said West line of Lot 15, 50 feet to the center line of First Street;
Thence West along said center line, 30 feet to the point of beginning;

EXCEPTING therefrom that portion thereof included in said First Street;

Said property is also shown as a portion of Lot 4 on Map showing the Resubdivision of Lots 15 and 18 H. T. Hewitt's Plat of San Jacinto, on file in Book 4 page 13 of Records of Survey, records of Riverside County, California.

SECTION II

Parcel No. 1:

The privilege of crossing or following any or all highways of which the Board of Supervisors of San Diego, State of California, had jurisdiction on January 22, 1890, as granted by said Board to the San Jacinto Land, Flume and Irrigation Company, on January 22, 1890, by Resolution duly recorded in Book 11 page 169 of Supervisors Minutes, records of San Diego County, California; such crossing to be made with a little damage as possible to the highways and each highway crossed or touched to be kept in good passable condition.

Parcel No. 2:

A perpetual Right of Way to build and maintain a pipe line or flume line the entire length of Commonwealth Avenue through the lands owned by H. T. Hewitt and Ruby Hewitt, his wife, on December 22, 1890; such pipe or flume to be built along the North line of Commonwealth Avenue and not to extend more than 3 feet above the natural grade of the land at any point West of Elsinore Street, as shown by Map of the lands of the Hemet Land Company, recorded in Book 1 page 14 of Maps, records of Riverside County, California, excepting such flume as may be built within 1000 feet of the Eastern end of the said Commonwealth Avenue. Said right of Way extending from the Westerly line of Mountain Avenue to the East line of Girard Street as shown upon map of H. T. Hewitt's Addition to San Jacinto, on file in Book 2 page 43 of Maps, records of Riverside County, California. Said flume or pipe line to be provided with proper and suitable covering at all road or street crossings.

Parcel No. 3:

A perpetual Right of Way for a water conduit not to exceed 20 feet in width through and across that certain real property situate in the Rancho San Jacinto Viejo, County of Riverside, State of California, the center line of which is described as follows, to wit:

Beginning 40 rods South from the Northeast corner of the West-half of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Thence West 40 rods.

It is agreed and understood in the Deed granting said Easement, that no more space shall be used and occupied along the line of said Right of Way than is necessary to build and maintain said water conduit.

Parcel No. 4:

A perpetual Right of Way over, along, through and across a strip of land not exceeding 20 feet wide off from the South side of the Northwest 10 acres of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; such Right of Way to be used for pipe or flume not exceeding 8 feet wide.

Parcel No. 5:

A perpetual Right of Way for a ditch, pipe or flume, over and along a strip of land not exceeding 30 feet wide along the East end of Farm Lot 80 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California.

Parcel No. 6:

A Right of Way over a strip of land 33 feet in width along the Northwest side of Block 116 1/2 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, extending from the center line of Mountain Avenue North 45° East, 22.65 chains, for a conduit or aqueduct, said conduit or aqueduct not to exceed 8 feet in width on top. Such conduit or aqueduct to be maintained or rebuilt in a manner that would do the least damage to adjoining property owners.

The owner of such Right of Way to construct and maintain a plank crossing not less than 2 inches in thickness over such conduit or aqueduct at a single point on said strip of land and to construct and maintain proper approaches to such crossing, providing such conduit or aqueduct at such point be above or below grade. Such conduit or aqueduct to be so constructed as not to obstruct any street or avenue and when the same crosses any street or avenue it shall be properly and securely covered with plank or sufficient thickness to sustain loaded vehicles, and where it crosses any street it shall be carried in a box or flume the entire width of the street and shall not raise above the grade of the street.

Parcel No. 7:

The right to construct and maintain a conduit or aqueduct along the North side of Mountain Avenue and along the North side of Commonwealth

Avenue, subject to the right of the Hemet Land Company, its successors or assigns, to cross such conduit or aqueduct with the pipes, flumes or other conduits of said Hemet Land Company, its successors or assigns, providing no injury is done to the said conduit so crossed.

Parcel No. 8:

A perpetual Right of Way over Farm Lot 14 of H. T. Hewitt's Sub-division of Tract 13, Rancho San Jacinto Viejo, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, for purposes of constructing and forever maintaining and operating conduits, water attachments and appliances, and an unobstructed right of passage on and along the boundary lines thereof for such purposes. Provided always that if such conduits shall be constructed across such land by other than boundary lines or along public highways, a reasonable sum shall be paid to the owner of such land for any actual damages that may be thereby sustained in excess of the damages that would have been sustained by such owner had such conduit been constructed on or close to a division or lot line. And the owner of this Right of Way is forever released from any loss or damage resulting from leakage, seepage or overflow from any of its water conduits or reservoirs, except such as may directly result from neglect or faulty construction.

Said property is also shown as Lot 7 and a portion of Lots 8, 9 and B on Map of Kumler Ranch Tract Addition, on file in Book 8 page 51 of Maps, records of Riverside County, California.

Parcel No. 9:

A right of Way over a strip of land 16 1/2 feet wide through Block 112, as shown by Map of the Resubdivision of H. T. Hewitt's Addition to San Jacinto, on file in Book 2 page 43 of Maps, records of Riverside County, California, as granted by the Board of Supervisors of Riverside County by order of said Board duly recorded in Book 7 page 175 of Supervisors' Minutes, records of said County.

Parcel No. 10:

A Right of Way of sufficient width to lay and maintain a pipe line, entirely underground so as not to interfere with the cultivation of the land hereinafter described; the center line of said Right of Way being described as follows:

Beginning at the Southwest corner of Block 116 1/2 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Thence North 45° 00' East, 1394.9 feet to the true point of beginning;

Thence South 45° 10' East, 372.4 feet;

Thence South 70° 03' East, 200 feet.

Parcel No. 11:

A right of Way for pipe, cement or stone ditch lines, on the following streets, to-wit:

Beginning at the intersection of Washington Street and Mountain Avenue;

Thence Northwesterly along Mountain Avenue to Sixth Street;

Thence Westerly along Sixth Street to San Jacinto Street;

Also on Menlo Avenue, Robertson Street and all other streets in Fruitvale Tract of the lands of the San Jacinto Land Company, as granted by the Board of Supervisors on June 3, 1903, by Order of said Board duly recorded in Book 7 page 188 of Supervisors' Minutes, records of Riverside County, California.

Parcel No. 12:

A Right of Way for a cement ditch over a strip of Land 16 1/2 feet in width running through Lots 1 and 2 of Mesa Terrace Tract, as shown by Map on file in Book 8 page 46 of Maps, records of Riverside County, California, and a portion of Lots 47, 48, and 49 of the Estudillo Land & Water Company's Addition to San Jacinto, as shown by Amended Map on file in Book 8 page 292 of Maps, records of San Diego County, California, the Southerly line of said strip of land lying 3 1/2 feet South of and parallel to the following described line:

Beginning at a point in the center line of Santa Fe Street, 1757.1 feet North from the intersection of said center line with the center line of Menlo Avenue;

Thence North 53° 13' West, 437.5 feet;

Thence North 44° 31' West, 424.5 feet;

Thence North 68° 23' West, 330.0 feet;

Thence South 45° 46' West, 443.5 feet;

Thence South 85° 04' West, 206.5 feet;

Thence North 61° 39' West, 504.0 feet;

Thence North 53° 19' West, 35.8 feet to a point on the center line of the Santa Fe Railroad running along Railroad Street, said point being 2204.7 feet North of the intersection of the center line of said Santa Fe Railroad with the aforesaid center line of Menlo Avenue;

Thence continuing North 53° 19' West, 410.2 feet;

Thence North 30° 17' West, 337.0 feet to a point in State Street;

Thence South 78° 27' West, 1063.0 feet;

Thence South 53° 50' West, 1220.0 feet to a point in the Westerly line of said Lot 47, said point being 130.2 feet North of the intersection of the prolongation of said Westerly line of Lot 47 with the hereinbefore mentioned center line of Menlo Avenue.

The owner of this Right of Way agrees to fence the same or do whatever may be necessary for the proper protection of such ditch; also to build and maintain three bridges across said ditch. If said strip of land is not used for a water ditch for a period of one year after construction of such ditch, then this Right of Way will be forfeited and said strip of land will revert to the Grantor, its grantees or assigns. Said strip of land where the same crosses said Lot 47 is now a portion of Lots 1 and 2 of Mesa Terrace Tract, as shown by Map on file in Book 8 page 46 of Maps, records of Riverside County, California.

Parcel No. 13:

A perpetual Right of Way for the purposes of making, laying or repairing a water ditch or pipes for the conducting of water over, through and across a strip of land of the uniform width of 16 1/2 feet, being 13 feet on the Westerly side and 3 1/2 feet on the Easterly side, both measured at right angles to the following described line:

Beginning at a point on the North line of Farm Lot 83 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, 606.9 feet West from the Northeast corner of said Lot 83;

Thence South $18^{\circ} 46'$ West, 104.69 feet;

Thence South $1^{\circ} 56'$ East, 29.4 feet;

Thence South $44^{\circ} 45'$ West, 380 feet to the South line of said Lot 83.

Parcel No. 14:

A Right of Way 15 feet in width located along the West boundary line of Block 47 of Lands of the Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 8 page 292 of Maps, records of San Diego County, California, particularly described as follows:

Beginning at the Southwest corner of said Block 47;

Thence North on the West line of said Block 47, 1400 feet;

Thence East 15 feet;

Thence South and parallel with the West line of said Block 47, 1400 feet;

Thence West 15 feet on the South line of said Block 47 to a point of beginning.

Said strip of land is now a part of said Lot 47 as shown by said Map and of Lot 1 of the Mesa Terrace Tract, as shown by Map on file in Book 8 page 46 of Maps, records of Riverside County, California.

Parcel No. 15:

A general Right of Way over and across Lots 24 and 25 of Hewitt's Addition to San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, for pipe line for the conveyance of water, with the right to enter upon said land to lay, repair and maintain said pipe line.

Parcel No. 16:

A Right of Way for pipe and cement or stone ditch lines, beginning at the intersection of Mountain Avenue and Washington Street;

Thence Northeasterly along Washington Street, to its termination, as granted by Resolution of the Board of Supervisors of Riverside County, upon petition of the San Jacinto Valley Water Company, recorded July 6, 1904 in Book 7 page 434 of Supervisors' Minutes, records of said County.

Parcel No. 17:

A general Right of Way along the North line of Tract X of the Partition of the Rancho San Jacinto Viejo, as described in a Decree of the Superior Court of San Diego County, California, dated November 22, 1882, and as shown on Map of said Partition made under such decree, said Map being dated March 9, 1882, and said Decree of Partition being recorded in Book 43 page 161 of Deeds, records of San Diego County, California, for a pipe line for the conveyance of water, with the right to enter upon said Right of Way to lay, repair and maintain said pipe line.

Parcel No. 18:

A general Right of Way over and across Lots 1, 2, 3 and 4 of Blocks 116 1/2 and 117 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, for pipe line for the conveyance of water, with right to enter upon said lands to lay, repair and maintain such pipe line, said pipe to be laid deep enough underground to permit cultivation of the land.

Said Right of Way not to be fenced, and not less than two outlets for water are to be placed at such points as will permit the water to flow readily over said lands.

Parcel No. 19:

Such Rights of Way as may be reasonably required upon which to construct mains and laterals to convey water over and across the following described property:

Lots 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13 and 14 of the Kunler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California;

Lots 1, 2, 3, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of the Kunler Ranch Tract, as shown by Map on file in Book 8 page 52 of Maps, records of Riverside County, California;

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 of the Midway Ranch Tract, as shown by Map on file in Book 8 page 50 of Maps, records of Riverside County, California;

All of Lot 53 of H. T. Hewitt's Addition to San Jacinto, as shown by Map on file in Book 13 page 624 of Maps, records of San Diego County, California;

All of Lots 96, 97, 98, 99 and 100 of the Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 9 page 410 of Maps, records of San Diego County, California, together with all portions of adjoining and intersecting streets shown as vacated by Map filed for record in Book 8 page 292 of Maps, records of San Diego County, California, EXCEPTING that portion thereof heretofore conveyed by Francisco Estudillo to California Central Railway Company, by Deed recorded in Book 111 page 133 of Deeds, records of San Diego County, California;

All of the East-half of the Southwest Quarter of Farm Lot 160;
Farm Lots 161 and 164;

The Southwest Quarter of Farm Lot 167;

~~The East-half of the Northwest Quarter and the Southwest Quarter of Farm Lot 173;~~

That portion of Farm Lot 174, particularly described as follows:

Beginning at the Southwest corner of said Farm Lot 174;

Thence East 10 chains;

Thence Northerly 14.29 chains, more or less, in a straight line to Ranch corner S. J. No. 10;

Thence West 10 chains to Ranch corner S. J. No. 11;

Thence South 14.29 chains to beginning;

Also, that portion of Farm Lot 174, particularly described as follows:

Beginning at the Southeast corner of said Farm Lot 174;

Thence West on the Southerly line of said Lot, 5 1/2 chains;

Thence North parallel with the Easterly line of said Lot, 20 chains;

Thence West at a right angle, to the Westerly line of said Farm Lot;

Thence North on the Westerly line of said Farm Lot, 20 chains to the most Northwesterly corner thereof;

Thence East 10 chains to the Northeast corner thereof;

Thence South on the Easterly line of said Farm Lot, 40 chains to the point of beginning;

Farm Lot 175;

Farm Lot 176, EXCEPTING the Northeast 40 acres in square form, said excepted portion being the Northeast Quarter of the Northwest Quarter of Section 8, Township 5 South, Range 1 West, San Bernardino Meridian;

The East-half and the South 10 acres of the West-half of Farm Lot 175.

The above Farm Lots are of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Lots 8, 9, 10 in Section 6; and Lot 4 and the Northwest Quarter of the Northeast Quarter of Section 7, all in Township 5 South, Range 1 West, San Bernardino Meridian.

PROVIDED, HOWEVER, that this Right shall be reasonably exercised so as not to do unnecessary damage to said lands when used for residence or agricultural purposes, and said pipe line or lines shall be made to conform to boundary lines of Lots or the boundary lines of subdivisions of said Lots, provided the same may be done without extra expense to the owner of this Right. Said pipe line or lines to be laid underground in the lands above described, to the depth of not less than 16 inches. The owner of this Right shall at all times have the right to enter upon such Rights of Way for the purpose of maintaining, inspecting, re-laying or repairing said pipe line or lines, and shall not be responsible for damage caused said lands by reason of maintaining, inspecting, laying, re-laying or repairing said pipe line or lines, other than damages occasioned by the wilful neglect of the owner of this Right.

Parcel No. 20:

The Right or Consent by the San Jacinto Land Company, a corporation, as granted by said corporation, to the Citizens' Water Company of San Jacinto, by Deed dated November 15, 1911 and recorded December 4, 1911 in Book 341 page 195 of Deeds, records of Riverside County, California, whereby the said San Jacinto Land Company grants to the said Citizens' Water Company of San Jacinto, a Right of Way for the construction, re-construction, maintenance and repair of such pipe line or lines, conduit or conduits forming part of the water system of the said Citizens' Water Company of San Jacinto, as it may, from time to time, decide to construct and maintain upon all or any of the public streets within the lands described in Parcel No. 19 hereinbefore set out, or abutting thereon, together with the right to lay said lines or any of them upon or below the surface of said lands, and constructed as enclosed or open pipe lines, or constructed in whole or in part as open or enclosed lines.

Parcel No. 21:

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the East-half of Block 178 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8, page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point in said Block 178 in the Southerly line of Menlo Avenue, 2 feet West from the Westerly line of the street running South on the Easterly line of said Block 178, known as Kirby Street;

Thence South and parallel with the Westerly line of Kirby Street to the South line of said Block 178.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through Blocks 178, 176 and 175 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point near the Northeast corner of said Block 178, where the pipe line now laid in this Right of Way leaves Menlo Avenue;

Thence in a Southwesterly direction through the Northeast Quarter of said Block 178, following the center of said pipe line to a point 650 feet more or less, Easterly from the Northwest corner of the North-half of the Southeast Quarter of said Block 178, said point being 6 feet South of the South line of the said Northeast Quarter of said Block 178;

Thence following the center of said pipe line West, 6 feet South and parallel to the South line of the North-half of said Block 178 and the South line of the Northeast Quarter of said Block 176 to a point near the Northwest corner of the Southeast Quarter of said Block 176;

Thence following the center of said pipe line in a Northwesterly direction through the East-half of the Northwest Quarter of said Block 176 to a point near the South line of the 12 acre Lot in said Block 176;

Thence following the center of said pipe line running West and parallel with the South line of said 12 acre lot in said Block 176 and through said Block 175 to a point near the West line of said Block 175 and to the terminus of the pipe line now laid therein.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the East-half of Block 176 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point on the center line of the Right of Way last hereinabove described, 4 feet West of the West line of a street running North along the Easterly line of said Block 176, known as Sanderson Avenue;

Thence North parallel with the West line of Sanderson Avenue to the North boundary line of said Block 176.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the East-half of the Southeast Quarter of Block 173, of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point in said Block 173 in the Northerly line of Menlo Avenue, 4 feet West from the Westerly line of the street running North along the East line of said Block 173, known as Sanderson Avenue;

Thence North parallel with the Westerly line of Sanderson Avenue to the North line of the East-half of the Southeast Quarter of said Block 173.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the East-half of the Northeast Quarter of Block 173, as shown by Map of the Lands of the San Jacinto Land Association, on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point on the South line of the East-half of the Northeast

58625

Quarter of said Block 173, 4 feet West from the Westerly line of a street running North along the East line of said Block 173, known as Sanderson Avenue;

Thence North parallel with the Westerly line of Sanderson Avenue, 820 feet more or less, to a point;

Thence in a Northeasterly direction following the center line of the pipe line laid therein to the Westerly line of Sanderson Avenue.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the East-half of Block 161 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point in said Block 161 on the North line of a street running along the Southerly side of said Block 161, known as Esplanado Avenue, 2 feet West of the West line of a street running along the East line of said Block 161 known as Cawston Avenue;

Thence North parallel with the West line of said Block 161.

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water through and in the Northeast Quarter of Block 174 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point in said Block 174 on the North line of a street running East and West through the center of said Block, known as Fruitvale Avenue, about 2 feet West of the West line of the street running along the East line of said Block 174, known as Cawston Avenue;

Thence North parallel with the West line of said Cawston Avenue to the North line of said Block 174.

Subject to the condition that the center lines of said Rights of Way are to coincide with the center lines of the pipe lines as laid on said Rights of Way at the date of the Deed conveying such Rights of Way, which said Deed is dated March 10, 1917 and recorded March 28, 1917 in Book 460 page 96 of Deeds records of Riverside County, California.

Subject to the further conditions that all pipe lines laid on said Rights of Way subsequent to March 10, 1917, shall be laid at not less depth than that of the existing pipe lines, and that such Rights of Way shall be of such width as may be reasonably required for the purposes for which said Rights of Way were granted and that the owner of these rights shall at all times have the right to enter upon the said Rights of Way for the purpose of operating, maintaining, inspecting, laying, relaying or repairing such pipe lines and shall not be responsible for any damage caused thereby, or by the operation of said pipe lines, or by reason of the escape of water therefrom, or by reason of operating, maintaining, inspecting, laying, relaying or repairing said pipe line or lines, other than damage caused by the wilful neglect of the owner of said Rights of Way.

Parcel No. 22:

A Right of Way for a road 16 feet in width over and across the Westerly end of the following described land:

The South 1 acre of the East-half of the West-half of Farm Lot S7 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California.

58825

Parcel No. 23:

A Right of Way to construct, re-construct, maintain and repair a pipe line for the conveyance of water in and through the Northeast Quarter of Block 173 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point in the Southerly line of the Northeast Quarter of said Block 173, in the Northerly line of a street running East and West through the center of said Block 173, known as Fruitvale Avenue, 4 feet West from the Westerly line of a street running North and South along the East side of said Block 173, known as Sanderson Avenue, said point of beginning being in the center of the pipe line now laid in said Right of Way;

Thence Northerly parallel to the Westerly line of said Sanderson Avenue and following the center of said pipe line to a point about 470 feet Southerly from the Southerly line of a street running East and West along the Northerly line of said Block 173, known as Eaton Avenue;

Thence Northeasterly following the center of said pipe line to Sanderson Avenue.

Said Right of Way being intended to coincide with the route and location of a certain pipe line as laid so that the center line of said Right of Way shall be the same as the center line of the pipe line as laid and that all pipe lines laid on said Right of Way subsequent to March 18, 1914, shall be laid underground and at not less depth than the existing pipe line, and said Right of Way shall be of such width as may be reasonably required for the purposes for which said Right of Way is granted, and the owner of said right shall at all times have the right to enter upon said Right of Way for the purpose of maintaining, inspecting, laying, relaying or repairing said pipe line or lines, and shall not be responsible for any damage caused thereby or by the operation of said pipe line or by reason of the escape of water therefrom or by reason of maintaining, inspecting, laying, or relaying or repairing said pipeline, other than damages caused by the willful neglect of the owner of said right.

Parcel No. 24:

A Right of Way over the most Southerly 16 feet of the North-half of Farm Lot 160 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, to maintain a pipe line for the conveyance of water, together with the necessary stands and outlets thereof, said pipe line to be maintained not less than 12 inches below the surface of the ground, together with the right of access to said strip of land for the purpose of repairing or relaying said pipe line and its equipment and of regulating and controlling the flow of water therefrom.

Parcel No. 25:

Such Rights of Way as may be reasonably required upon which to construct mains and laterals to convey water over and across all of Lots 110, and 111 of the Resubdivision of Blocks 31 to 33, part of 34, 38 to 41, 47 to 52, part of 54 and 55 to 90 inclusive of H. T. Hewitt's Addition to San Jacinto, as shown by Map on file in Book 2 page 43 of Maps, records of Riverside County, California.

PROVIDED, HOWEVER, that this right shall be reasonably exercised so as not to do unnecessary damage to said lands when used for residence or agricultural purposes, and said pipe line or lines shall be made to conform to

boundary lines of Lots, or the boundary lines of Subdivision of said Lots, provided the same may be done without extra expense to the owner of this right. Said pipe line or lines to be laid underground in the lands above described, to the depth of not less than 16 inches. The owner of this right shall at all times have the right to enter upon such Rights of Way for the purpose of maintaining, inspecting relaying or repairing said pipe lines, and shall not be responsible for damage caused said lands by reason of operating said pipe lines, or by reason of the escape of water therefrom, or by reason of maintaining, inspecting, laying, relaying or repairing said pipe line or lines, other than damages occasioned by the wilful neglect of the owner of this right.

Parcel No. 26:

The right to construct, maintain and operate flumes, ditches, pipe lines, dams, underground chambers, reservoirs, conduits, and any and all other structures and appliances for the collection, storage, conveyance and distribution of water for irrigation or other purposes, and to convey, distribute and use the water in, or stored, collected or developed thereby in, upon, over, beneath, across and through that portion of Tract 8 of the Rancho San Jacinto Viejo, as described in a Decree of the Superior Court of San Diego County, California, dated November 22, 1882 and as shown on map being dated March 9, 1882, and said Decree of Partition being recorded in Book 43 page 161 of Deeds, records of San Diego County, California, lying Southerly, Southwesterly or Southeasterly of certain lines dividing said Tract 8 into Northerly and Southerly portions. The course of the said lines is more particularly described as follows:

A line beginning at a point "A" on the South line of Tract 8 of the Rancho San Jacinto Viejo, 1060.0 feet South $89^{\circ} 50'$ West from the intersection of the South line of said Tract 8 and the East line of Section 5, Township 5 South, Range 1 East, San Bernardino Meridian;

Thence 1020.4 feet North $61^{\circ} 33'$ West, to a point "B" which is on the common boundary between allotments Nos. 53 and 54 of said Section 5 (as shown by allotment Map of Soboba Reservation prepared by the United States General Land Office and approved Dec. 6, 1916) 505 feet Southward from the corner common to allotment Nos. 39, 40, 53 and 54 of said Section 5;

Thence 695.4 feet North $79^{\circ} 18'$ West, to a point "C" which is on the common boundary between allotment Nos. 54 and 55 of said Section 5, 368 feet Southward along said line from the corner common to allotment Nos. 40, 50, 54 and 55 of said Section 5;

Thence 1996.8 feet South $87^{\circ} 05'$ West, to a point "D" which is 23.1 feet South $1^{\circ} 20'$ East of the meander corner common to allotment Nos. 57 and 58 of said Section 5;

Thence 803.2 feet North $82^{\circ} 40'$ West, to a point "E" which is 124.2 feet South $88^{\circ} 49'$ West on the meander corner common to allotment No. 58 of said Section 5 and allotment No. 26 of Section 6, in Township 5 South, Range 1 East, San Bernardino Meridian;

Thence 487.8 feet North $48^{\circ} 50'$ West to a point "F" which is 21.8 feet South $89^{\circ} 49'$ West of the meander corner common to allotment Nos. 24 and 26 of said Section 6;

Thence 6679.1 feet North $40^{\circ} 25'$ West to a point "G" which is on the Northwestern line of said Tract 8, 186 feet Southwesterly along said Northwestern line of said Tract 8 from the meander corner common to allotment No. 26 of Section 31, Township 4 South, Range 1 West, San Bernardino Meridian, the area lying within said Tract 8 and to the South, Southeast or

58825

Southwest of said line above described being designated for convenience as Parcel IV of said Tract 8, to correspond with the designation employed in a certain contract relating to the premises herein described and to other land, between the Secretary of the Interior of the United States and the Citizens' Water Company of San Jacinto, and being shown as Parcel IV on maps attached as exhibits to said contract, said Parcel IV comprising 105 acres, more or less.

ALSO, in, upon, over, beneath, across and through that portion of said Tract 8 lying Southerly, Southwesterly or Southeasterly of a line beginning at a point "J" on the South line of said Tract 8, 244.4 feet North 89° 50' East of the intersection of the South line of said Tract 8 and the West line of Section 4, Township 5 South, Range 1 East, San Bernardino Meridian;

Thence 307.6 feet North 77° 30' East to a point "K" which is on the Northeast line of said Tract 8.

The area lying within said Tract 8 and to the South, Southeast or Southwest of said line last above described, being designated for convenience as Parcel V of said Tract 8, to correspond with the designation employed in the contract and maps aforesaid and comprising 9/10 of an acre of land, more or less.

The rights described in that last mentioned Parcel are subject to the qualifications and limitations providing that the Citizens' Water Company, its successors or assigns, shall not and will not, in or by the exercise of any of the rights therein described, in anywise injure, diminish or detrimentally affect the full use and occupation by the United States of America of that portion of said Tract 8 of the Rancho San Jacinto Viejo, lying Northerly, Northwesterly or Northeasterly of said two dividing lines, and shall not and will not diminish the underground waters of that portion of said Tract 8, lying Northerly, Northwesterly or Northeasterly of said two dividing lines, so as in anywise to detrimentally affect the present or future wells of the United States of America, on said portion of said Tract or the development by any other means of said underground waters, or their use upon said Tract 8 or upon any part of the Soboba Indian Reservation.

Parcel No. 27:

Rights of Way for water pipes, flumes or other conduits over and across that certain tract of land described as follows:

That portion of Blocks 116 1/2 and 117 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, particularly described as follows:

Beginning at the intersection of the center line of Mountain Avenue and the Southeasterly line of River Street;

Thence North 45° East on the Southeasterly line of River Street 1216.91 feet;

Thence South 75° East, 498.94 feet;

Thence South 51° 19' East, 1039.06 feet;

Thence South 69° 15' West, 749.30 feet;

Thence North 88° 31' West, 1303.5 feet;

Thence North 45° West, 211.86 feet to the point of beginning;

EXCEPTING therefrom the Right of Way for Mountain Avenue as shown on said Map.

Parcel No. 28:

A Right of Way to operate, maintain, repair and reconstruct those certain pipe lines described as follows:

That certain pipe line for the conveyance of water running from the main pipe line of the Fruitvale Mutual Water Company on Mountain Avenue, Northerly along River Street or on or near the Easterly side of Lot 25, as shown by a Map of the Resubdivision of H. T. Hewitt's Plat of San Jacinto, on file in Book 8 page 386 of Maps, records of San Diego County, California to the Northerly end of said pipe line.

Also, that certain pipe line running from the pipe line last mentioned in a Northwesterly direction across said Lot 25, and across Lots 24 and 23 as shown by said Map, to the Northwesterly boundary of said Lot 23;

Also, that certain pipe line running from the pipe line first described in this parcel, across said Lots 25, 24, and 23, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, and across Lot 22 to the Westerly boundary of said Lot 22.

Said Rights of Way shall coincide with the route and the pipe lines so laid. All pipe lines hereafter laid on the Rights of Way hereinabove in this parcel described shall be laid under ground and at not less depth than the existing pipe lines.

The Rights of Way hereinabove in this parcel described, shall be of such width as may be reasonably required for the purposes for which said Rights of Way are granted, and the owner of this right shall at all times have the right to enter upon the Rights of Way hereinabove described, for the purpose of operating, maintaining, inspecting, laying, relaying or repairing said pipe lines, and shall not be responsible for any damage caused thereby or by the operation of said pipe lines, or by reason of the escape of water therefrom, or by reason of operating, maintaining, inspecting, laying, relaying or repairing said pipe line or lines, other than damages caused by wilful neglect of the owner of said right.

Parcel No. 29:

A Right of Way along certain pipe lines located in Lots 2, 3, and 5 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, said Right of Way being described as follows:

Beginning at the pumping plant of Fruitvale Mutual Water Company located on said Lot 2;

Thence South along said pipe line, a Right of Way 8 feet in width, so that the center of said Right of Way shall be the center of said pipe line, to a point 4 feet beyond where said pipe line turns to cross said Lot 3;

Thence a Right of Way 8 feet in width, East along said pipe line across said Lot 3, so that the North line of said Right of Way shall be 18 inches North of the North side of said pipe line to the said East line of said Lot 3;

Thence a Right of Way 10 feet in width, South along said pipe line, so that the East line of said Right of Way is the East property line of said Lot 3, to a point 8 feet South of the North property line of said Lot 5;

Thence a Right of Way 8 feet in width, East along said pipe line so that the center of said Right of Way shall be the center of said pipe line, to the East line of said Lot 5;

Thence A Right of Way along said pipe line 10 feet in width, South along the East side of said Lot 6, so that the East line of said Right of Way shall be the East property line of said Lot 5;

All of said Right of Way along the entire pipe line to be for the purpose of maintaining, using, operating, repairing, and replacing said pipe line and conducting and conveying water therein, together with the right to enter upon said Lots 2, 3, and 5, along said pipe line for the purposes of repairing and renewing and inspecting said pipe lines, but not to make a roadway thereon.

Also, a Right of Way 8 feet in width, the center line of said Right of way being described as follows:

Beginning at the center line of the pipe line described in the first part of the foregoing paragraph, at the point where said pipe line turns East to cross Lot 3;

Thence South parallel to the East line of Lot 2 to the North line of First Street;

Thence Southeast to a point on the South line of First Street, 4 feet East of the West line of Lot 5;

Thence South parallel to the West line of Lot 5 to a point 140 feet North of the North line of Third Street;

Thence Southeast at an angle of 45° to a point on the North line of Third Street, 140 feet East of the West line of Lot 5;

Said Right of Way to be for the purpose of owning, maintaining, using, operating, repairing and replacing a pipe line therein and conducting and conveying water therein, together with the right to enter upon said Lots 2, 3 and 5, along said Right of Way for the purposes of repairing and renewing and inspecting said pipe lines, but not to make a roadway thereon.

Parcel No. 30:

A perpetual Right of Way for water pipes, conduits or ditches over the North 20 feet and the East 20 feet of the North-half of the Southwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California.

Parcel No. 31:

A Right of Way to construct, reconstruct, maintain and repair a pipe line for the conveyance of water in and through the East-half of Farm Lot 76 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, being 5 1/2 feet on the North side and 2 feet on the South side of a line described as follows:

Beginning at a point in the Easterly boundary of said Farm Lot 76, distant 2 feet North from the Southerly line of said Farm Lot 76;

Thence West parallel to the said Southerly line, a distance of approximately 660 feet to the Westerly line of the East-half of said Farm Lot 76.

Parcel No. 32:

A Right of Way to construct, reconstruct, maintain and repair a pipe line for the conveyance of water in and through the East-half of Farm Lot 77 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at a point in the Easterly Boundary of said Farm Lot 77, distant 2 feet South from the Northerly line thereof;
Thence West and parallel with said Northerly line, approximately 330 feet to the Westerly line of the East-half of the East-half of said Farm Lot 77;

The top of all pipe lines laid across said property to be at least 14 inches below the surface of the ground, and upon the laying or relaying or repairing of such pipe line by the grantee at any time the surface of the ground is to be restored to its former condition by the grantee and shall be done with the least possible damage to any crops growing on said property.

Parcel No. 33:

A Right of Way to construct, reconstruct, maintain and repair a cement pipe line for the conveyance of water in and through the West-half of Farm Lot 76 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, being 5 1/2 feet on the North Side and 2 feet on the South side of a line described as follows:

Beginning at a point on the Easterly line of the West-half of said Farm Lot 76, distant 2 feet North from the Southerly line thereof;
Thence West and parallel with the said Southerly line, 660 feet more or less, to the Westerly line of the West-half of said Farm Lot 76.

Parcel No. 34:

A Right of Way 8 feet in width, being 4 feet on each side of a center line described as follows:

Beginning at a point in the North line of Menlo Avenue 36 feet West of the center line of Lyon Avenue;

Thence North and parallel with the East line of Farm Lot 171 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, 630 feet more or less, to the North line of the Southeast Quarter of the Southeast Quarter of said Farm Lot 171;

Said Right of Way to be for the purpose of owning, maintaining, using, operating, repairing and replacing a pipe line therein and conducting and conveying water therein, together with the right to enter upon said Right of Way for the purpose of repairing and renewing and inspecting said pipe line but not to make a roadway thereon.

Parcel No. 35:

A Right of Way 8 feet wide, being 2 feet on the West side and 6 feet on the East side of a line described as follows:

Beginning at a point on the North line of the South-half of the South-half of Farm Lot 170 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, said point being 36 feet West of the center line of Palm Avenue;

Thence South and parallel with the East line of said Farm Lot 170, 630 feet more or less, to the North line of Menlo Avenue;

Said Right of Way to be for the purpose of owning, maintaining, using, operating, repairing and replacing a pipe line therein and conducting and conveying water therein, together with the Right to enter upon said Right of Way

for the purpose of repairing and renewing and inspecting said pipe line but not to make a roadway thereon.

Parcel No. 36:

A Right of Way 8 feet wide, being 4 feet on each side of a center line described as follows:

Beginning at a point on the North line of Fruitvale Avenue, said point being 36 feet West of the center line of Palm Avenue;

Thence South and parallel with the East line of Farm Lot 170 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, 690 feet more or less, to the South line of the North-half of the South-half of said Farm Lot 170;

Said Right of Way to be for the purpose of owning, maintaining, using, operating, repairing and replacing said pipe line therein and conducting and conveying water therein, together with the right to enter upon said Right of Way for the purpose of repairing and renewing and inspecting said pipe line but not to make a roadway thereon.

Parcel No. 37:

A Right of Way 12 feet wide, being 1 foot on the West side and 11 feet on the East side of the West line of that certain pipe line:

Beginning at the North line of Farm Lot 181 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, running South across the North-half of the North-half of said Farm Lot 181 to the point where it crosses the South line of the North-half of the North-half of said Farm Lot 181 and now used by Fruitvale Mutual Water Company, a corporation, to deliver water to the North-half of the North-half of said Farm Lot 181 and other real property, together with any right, title or interest which A. A. Sproule and wife, have in or to said pipe line;

Said Right of Way to be used for the purpose of owning, maintaining, using, operating, repairing and replacing a pipe line therein and conducting and conveying water therein, together with the right to enter upon said Right of Way for the purpose of repairing and renewing and inspecting said pipe line and passing over the same for any purpose in connection with the business of said grantee, but not to make a roadway thereon for any other purpose.

Parcel No. 38:

A Right of Way 4 feet in width located upon that portion of the West-half of Lots 124 and 128 of Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 9 page 410 of Maps, records of San Diego County, California, lying immediately West of the Right of Way of the Atchison, Topeka and Santa Fe Railway Company;

Said 4 foot strip being contiguous and parallel to the Westerly line of said Railway Right of Way.

Also, a Right of Way 10 feet in width throughout, located along the South-erly line and immediately North thereof, of the said West-half of Lot 124.

Also, a Right of Way 4 feet in width located on the North-half of Lot 125 of said Estudillo Land and Water Company's Addition; said 4 foot strip being immediately West of and contiguous to the Westerly line of State Street.

Said Rights of Way are to be used for the purpose of owning, maintaining, using, operating, repairing and replacing pipe lines therein and conducting and conveying water therein, together with the right to enter upon said Right of Way for the purpose of inspecting, repairing, renewing and operating said pipe lines, also the passing over of same for any purpose in connection with the business of Fruitvale Mutual Water Company, but not to make a roadway thereon for any other purpose.

Parcel No. 39:

A Right of Way 12 feet wide, being 6 feet on each side of the center line of the 1300 feet of cement pipe line now constructed along or near the South line of Menlo Avenue and the North line of the East-half of Farm Lot 178 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the purpose of owning, maintaining, using, operating, repairing, enlarging and replacing said pipe line, or any substitute therefor, and conducting and conveying water therein, together with the right to enter upon said Right of Way for the purpose of repairing, renewing and inspecting said pipe lines, and passing over said Right of Way for any purpose in connection with the business of Fruitvale Mutual Water Company, but not to make a roadway thereon for any other purpose.

Parcel No. 40:

A Right of Way 8 feet in width extending along the Easterly side of the Southeast Quarter of Farm Lot 167 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way being immediately West of and contiguous to the Westerly line of Palm Avenue, and to be used for the purposes of owning, maintaining, using, operating, repairing, enlarging and replacing pipe lines therein or any substitute therefor, and conducting and conveying water therein; also the passing over said Right of Way for any of said purposes in connection with the business of Fruitvale Mutual Water Company.

Parcel No. 41:

A Right of Way 10 feet in width, being 5 feet on each side of the center line of a certain line of 16 inch cement pipe, extending diagonally from the Southeast corner to the Northwest corner of the North-half of Farm Lot 169 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way to be used for the purposes of owning, maintaining, using, operating, repairing, enlarging and replacing said pipe line or any substitute therefor, and of conducting and conveying water therein, but not to make a roadway thereon for any other purpose.

Parcel No. 42:

A Right of Way 12 feet in width, the center line of which is the entire length of the boundary line between Lots 1 and 2 of Weber and Griffin's Subdivision of Tract XVII of the Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California;

Said Right of Way to be used exclusively by Fruitvale Mutual Water Company or its successors, for the purposes of constructing, maintaining and

operating thereon a pipe line or lines, together with necessary rights of ingress and egress, but not to be otherwise used as a public thoroughfare.

Parcel No. 43:

A perpetual Right of Way of the uniform width of 20 feet across the South-half of Farm Lot 79 of the Lands of the San Jacinto Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being particularly described as follows:

Beginning at a point on the South line of said Lot 79, North $89^{\circ} 58'$ West, 872 feet from the Southeast corner thereof;
Thence North $57^{\circ} 04'$ East, 606.70 feet to a point on the North line of said South-half of Farm Lot 79, North $89^{\circ} 57' 30''$ West, 362.80 feet from the center line of San Jacinto Avenue as shown on said Map.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be laid not less than 16 inches below the surface of said land and such pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor but not to be used as a roadway for any other purpose.

Parcel No. 44:

A Right of Way of the uniform width of 10 feet, the Westerly line of which is the Westerly line of the Easterly 65 acres of Farm Lot 179 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, said Easterly 65 acres being all of said Farm Lot 179 except the Westerly 50 acres thereof.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing and replacing a pipe line or pipe lines to be used for the conveyance of water, such pipe line or pipe lines to be laid not less than 18 inches below the surface of the land; together with the use of this and such additional ground adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe line or pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops thereon, and that said Fruitvale Mutual Water Company shall after such construction, repair and/or replacement of said pipe line, return and leave said Right of Way and adjacent property in as near as possible the same condition it may have been before such work was performed and that said Right of Way shall not be used as a roadway for any purpose other than as hereinabove provided.

Parcel No. 45:

A Right of Way for the uniform width of 14 feet, the center line of which is 13 feet East of and parallel with the Westerly line of Lot 1 of Weber and Griffin's Subdivision of Tract 18, Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California, such Right of Way to be used exclusively by the Fruitvale Mutual Water Company, a corporation, or its successors, for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines, together with rights of ingress and egress therefor, but not to be otherwise used as a public thoroughfare.

Said Fruitvale Mutual Water Company shall be liable for all damage caused to any crops growing on said land and shall, after any such construction, repair and/or replacing of such pipe line or pipe lines, return and leave said Right of Way in as nearly as possible the same condition it may have been before such work was performed.

Parcel No. 46:

A Right of Way of uniform width of 6 feet across the Southerly 6 feet of Lot 3 in Block 130 of the Lands of the Hemet Land Company as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor but not to be used as a highway for any other purpose.

Parcel No. 47:

A Right of Way of the uniform width of 6 feet over the Southerly 6 feet of Lots 3 and 4 in Block 131 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress and egress therefor but not to be used as a roadway for any other purpose.

Parcel No. 48:

A Right of Way of the uniform width of 6 feet across the Southerly 6 feet of the West-half of Lot 4 in Block 130 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Said right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 49:

A Right of Way of the uniform width of 6 feet over the Southerly 6 feet of the East-half of Lot 4 in Block 130 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 50:

A Right of Way of the uniform width of 12 feet across the Northwest Quarter of Lot 6 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, the Northwesterly line of said Right of Way being described as follows:

58825

Beginning at a point on the South line of First Street, as shown on said Map, 32 feet West of the East line of said Northwest Quarter of Lot 6; Thence South 28° 10' West, 478.70 feet more or less, to a point on the South line of said Northwest Quarter of said Lot 6;

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be laid not less than 18 inches below the surface of the land, together with the use of this and such additional ground adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe line or pipe lines provided that no pipe lines shall be laid in such additional ground and that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any crops growing on said Right of Way or additional ground so used and that the said Fruitvale Mutual Water Company shall, after any such construction, repair and/or replacement of said pipe line or pipe lines, return and leave said Right of Way and adjacent property in as nearly as possible the same condition it may have been before such work was performed, also that said Fruitvale Mutual Water Company shall not use said Right of Way as a roadway for any purpose other than as hereinabove provided.

Parcel No. 51:

A perpetual Right of Way of the uniform width of 30 feet along the Easterly 30 feet of the North 30 acres of the East 60 acres of Farm Lot 193, of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress or egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 52:

A perpetual Right of Way of the uniform width of 12 feet, the center line of which is a meander line extending in a Northwesterly direction 4 feet Southwesterly from and parallel with the center line of a certain 14 inch cement pipe line as constructed on June 16, 1928, in a Northwesterly direction across the East-half of the North 10 acres of the East 60 acres of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress thereon but not to be used as a roadway for any other purpose.

Parcel No. 53:

A perpetual Right of Way of the uniform width of 12 feet across the Northerly 12 feet of the West-half of the East 60 acres of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress and egress thereon but not to be used as a roadway for any other purpose.

58625

Parcel No. 54:

A Right of Way of the uniform width of 10 feet running East and West across Block 76 of the Lands of the Hernet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, the center line of said Right of Way being more particularly described as follows:

Beginning at a point on the East line of Girard Street, 1144 feet North from its intersection with the North line of Menlo Avenue as shown on said Map;

Thence East 760 feet to a point on the Westerly line of Park Avenue as shown on said Map;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefrom but for no other purposes.

Said pipe line shall be constructed of steel pipe and shall be laid not less than 18 inches below the surface of the ground.

The Fruitvale Mutual Water Company shall have the privilege of using such additional ground adjacent on both sides of said line of Right of Way hereinabove described, as may be necessary for the convenient construction and repair of said pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or canals, laterals or other improvements thereon and that said Fruitvale Mutual Water Company shall after the construction and laying of said pipe line and/or the repair thereof, return and leave said Right of Way and adjacent property in the condition it was before such work was performed by it.

Parcel No. 55:

A perpetual Right of Way of the uniform width of 12 feet over the South 30 acres of the East 60 acres of Farm Lot 193 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at the intersection of the Easterly line of San Jacinto Avenue with the Northerly line of Menlo Avenue;

Thence East along said Northerly line of Menlo Avenue, 765 feet;

Thence North 127 feet;

Thence East 407 feet;

Thence South $32^{\circ} 17'$ East, 22.50 feet;

Thence East 110.75 feet to a point on the Easterly line of said Lot 193, 108 feet North along said Easterly line from the North line of Menlo Avenue.

Together with all cement pipe lines located within said Right of Way.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; said Fruitvale Mutual Water Company may have the use of such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of such pipe lines, but only on condition that it will be liable for all damage occasioned to said land or to any growing crops or improvements thereon and

that said Fruitvale Mutual Water Company will after such construction, repair and/or replacement return and leave said Right of Way and adjacent land in as nearly as practicable the same condition as before such work was performed.

It is understood and agreed that the owners of the land included in the above described Right of Way may retain ownership of the irrigation valves now attached to the pipe lines located thereon to be used for the distribution of water for irrigation purposes on said lands and may use the same for such purpose, but only for so long as the same are attached, kept in repair and used by such owners in such manner as not to interfere with the delivery of water to other water users.

Parcel No. 56:

A Right of Way of the uniform width of 6 feet across the South-half of Southeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, EXCEPTING therefrom the Southerly 6 feet thereof; the Easterly line of said Right of Way being the Westerly line of Palm Avenue.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Also, the ownership of that certain pipe line as located on August 27, 1928 in the above described Right of Way, provided that the present and future owners of land included in said Right of Way shall have the right to attach to said pipe line, irrigation valves or other appliances for the distribution of water for irrigation purposes on said South-half of Southeast Quarter of Northeast Quarter of Northeast Quarter of said Farm Lot 180 and to use the same for such purpose but only for so long as the same are attached, kept in repair and used by such owner or owners in such manner as not to interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Parcel No. 57:

A Right of Way of the uniform width of 6 feet across the North-half of Southeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the Easterly line of said Right of Way being the Westerly line of Palm Avenue.

Said Right of Way to be used for constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Also, ownership of that certain cement pipe line as located on August 27, 1928 in the above described Right of Way; provided that the present and future owners of land included in said Right of Way shall have the right to attach to said pipe line, irrigation valves or other appliances for the distribution of water for irrigation purposes on said North-half of Southeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180, and to use the same for such purpose, but only for so long as the same are attached, kept in repair and used by such owner or owners in such manner as not to interfere with the

delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Parcel No. 58:

A Right of Way of the uniform width of 6 feet across the South-half of Northeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the Easterly line of said Right of Way being the Westerly line of Palm Avenue.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Also, ownership of that certain cement pipeline as located on August 27, 1928 in the above described Right of Way; provided that the present and future owners of land included in said Right of Way shall have the right to attach to said pipe lines, irrigation valves or other appliances for the distribution of water for irrigation purposes on said South-half of Northeast Quarter of Northeast Quarter of Northeast Quarter of Farm Lot 180 and to use the same for such purpose but only for so long as the same may be attached, kept in repair and used by such owner or owners in such a manner as not to interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Parcel No. 59:

A Right of Way of the uniform width of 12 feet across the Southwest Quarter of Lot 6 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, the Northwesterly line of said Right of Way being described as follows:

Beginning at the intersection of the North line of Third Street with the West line of said Lot;

Thence North 28° 10' East, 478.70 feet more or less to a point on the North Line of said Southwest Quarter of said Lot 6;

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, such pipe line or pipe lines to be laid not less than 18 inches below the surface of the land; also that said Fruitvale Mutual Water Company shall have the use of this and such additional ground adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe line or pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said lands and to any growing crops thereon and that said Fruitvale Mutual Water Company, shall, after such construction, repair and/or replacement of said pipe line or pipe lines, return and leave said Right of Way and adjacent property in as nearly as possible the same condition it may have been before such work was performed; also that said Fruitvale Mutual Water Company shall not use said Right of Way as a roadway for any purpose other than as hereinabove provided.

Parcel No. 60:

An Easement, Right and Privilege of entering upon a strip of land of uniform width of 12 feet, the Westerly line of which is the Westerly line of the

North-half of Lot 11 of Weber and Griffins Subdivision of Tract 18, Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California, for the purpose of constructing, owning, maintaining, operating, repairing and replacing a pipe line thereon, to be used for the conveyance of water.

Subject to the condition that in case the Fruitvale Mutual Water Company fails to convey water through said pipe line for a period of five consecutive years, said easement shall be void and shall revert to the party of the first part:

Parcel No. 61:

A Right of Way of the uniform width of 8 feet across the Southerly 8 feet of the Westerly 165 feet of Farm Lot 181 of the Lands of San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way is to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water, with rights of ingress and egress therefor, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon and that said Fruitvale Mutual Water Company will after any such construction, repair and/or replacement, return and leave said Right of Way in as nearly as practicable the same condition as before such work was performed and provided also that said Fruitvale Mutual Water Company shall not use said Right of Way as a roadway for any purpose other than as hereinabove provided.

Parcel No. 62:

A perpetual Right of Way of the uniform width of 12 feet across Lots 9 and 10 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, the North-westerly line of said Right of Way being described as follows:

Beginning at the intersection of the North line of First Street, as shown by said Map, with the West line of said Lot 9;
Thence Northeasterly in a straight line to the Northeast corner of said Lot 10.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, such pipe line or pipe lines to be laid not less than 18 inches below the surface of the land; said Fruitvale Mutual Water Company to have the use of this and such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of such pipe line or pipe lines, provided that no pipe lines shall be laid in such additional land and that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land, and to any growing crops or improvements on said Right of Way or additional land so used, and that the said Fruitvale Mutual Water Company shall after any such construction, repair and/or replacement of such pipe line or pipe lines, return and leave said Right of Way and additional lands in as nearly as possible the same condition as before such work was performed; also that said Fruitvale Mutual Water Company shall not use said Right of Way as a roadway for any other purpose other than as hereinabove provided.

Parcel No. 63:

A Right of Way of the uniform width of 12 feet across the South-half of South-half of Farm Lot 169 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at a point on the Easterly line of Palm Avenue, 303.76 feet North from its intersection with the Northerly line of Menlo Avenue;
Thence North $44^{\circ} 13'$ East, 456.37 feet to a point on the Northerly line of said South-half of South-half of Farm Lot 169.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; also that such pipe lines shall be laid not less than 18 inches below the surface of the land and that said Fruitvale Mutual Water Company shall have the use of this and such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land, and to any crops growing thereon, and that said Fruitvale Mutual Water Company, shall after such construction, repair and/or replacement of said pipe lines, return and leave said Right of Way and adjacent property in as nearly as possible the same condition as before such work was performed.

Parcel No. 64:

A Right of Way of the uniform width of 12 feet across the South-half of North-half of South-half of Farm Lot 169 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at a point on the Southerly line of said South-half of North-half of South-half of Farm Lot 169, 318.26 feet East along said Southerly line from the Easterly line of Palm Avenue;
Thence North $44^{\circ} 13'$ East, 448.96 feet to a point on the East line of said South-half of North-half of South-half of Farm Lot 169.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with Rights of ingress and egress therefor but not to be used as a roadway for any other purpose; also that such pipe lines shall be laid not less than 18 inches below the surface of the land and that said Fruitvale Mutual Water Company shall have the use of this and such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any crops growing thereon, and that said Fruitvale Mutual Water Company shall, after such construction, repair and/or replacement of said pipe lines, return and leave said Right of Way and adjacent property in as nearly as possible the same condition as before such work was performed.

Parcel No. 65:

A Right of Way of the uniform width of 6 feet across Lot 4 in Block 136 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

The Easterly and Southerly line of said Right of Way are described as follows:

Beginning at a point on the Westerly line of Gilbert Street as shown on said Map, 140 feet North from the North line of Devonshire Avenue;

Thence South along said Westerly line of Gilbert Street, 140 feet to the Northerly line of Devonshire Avenue;

Thence Westerly along said Northerly line of Devonshire Avenue, 200 feet.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines, to be used for the conveyance of water, with rights of ingress and egress therefor, and said Fruitvale Mutual Water Company may have the use of additional land adjacent thereto as may be necessary for the convenient construction, repair, and replacement of such pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon and that said Fruitvale Mutual Water Company will, after any such construction, repair and/or replacement, return and leave said Right of Way and adjacent land in as nearly as practicable the same condition as before such work was performed; also that said Fruitvale Mutual Water Company shall not use said Right of Way as a roadway for any purpose other than as hereinabove provided.

Parcel No. 66:

(a) A Right of Way of the uniform width of 8 feet, the Southerly line of which is the Northerly line of Devonshire Avenue, across Farm Lot 181 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; EXCEPTING Therefrom the Westerly 165 feet of said Lot.

Reserving therefrom that certain 12 inch cement pipe line located in said Right of Way and a right to use said Right of Way in common with said Fruitvale Mutual Water Company for the operation, use, repair and replacement of said 12 inch pipe line.

(b) A Right of Way of the uniform width of 12 feet across the South-half and South-half of North-half of Farm Lot 181 of the Lands of the San Jacinto Land Association, as shown by the hereinabove described Map, the center line of said Right of Way being described as follows:

Beginning at a point on the Northerly line of Devonshire Avenue, 556 feet Easterly of the Easterly line of Palm Avenue;

Thence North 1286 feet;

Thence North 76° 00' East, 60.50 feet;

Thence North 0° 29' East, 654.20 feet to a point on the North line of said South-half of North-half of said Farm Lot 181.

(c) A Right of Way of the uniform width of 12 feet across the South-half of North-half of Farm Lot 181 of the Lands of the San Jacinto Land Association, as shown by the hereinabove described Map, the center line of said Right of

Way being 194 feet Southerly of and parallel with the Northerly line of said South-half of North-half of said Farm Lot 181.

(d) A Right of Way of the uniform width of 12 feet across the South-half of Farm Lot 181 of the Lands of the San Jacinto Land Association, as shown by the hereinabove described Map, the center line of said Right of Way being described as follows:

Beginning at a point on the Easterly line of Palm Avenue, 747.80 feet Northerly of the Northerly line of Devonshire Avenue;

Thence North $89^{\circ} 11'$ East, 550 feet to its intersection with the Westerly line of that certain 12 foot Right of Way hereinabove described as Parcel (b).

Said Rights of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water, with rights of ingress and egress therefor and said Fruitvale Mutual Water Company may have the use of such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of such pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon and will after any such construction, repair and/or replacement, return and leave said Rights of Way and adjacent land in as nearly as practicable the same condition as before such work was performed; also that said Fruitvale Mutual Water Company shall not use said Rights of Way as a roadway for any purpose other than as hereinabove provided.

It is understood and agreed that the cement pipe lines located August 3, 1928 in said Rights of Way, except as noted in Parcel (a), are the property of said Fruitvale Mutual Water Company but that the present and future owners of the land included in Parcels (b) and (d) shall have the right to attach to the pipe lines located therein, irrigation valves or other appliances for the distribution of water for irrigation purposes on their respective lands in said Farm Lot 181 and to use the same for such purposes, but only for so long as the same are attached, kept in repair and used by such owners in such manner as not to interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Parcel No. 67:

(a) A perpetual Right of Way 30 feet in width across the Northeast Quarter of Farm Lot 167 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the Southerly line of said Right of Way being described as follows:

Beginning at the intersection of the Westerly line of Palm Avenue with the Southerly line of said Northeast Quarter of Farm Lot 167;

Thence Westerly along said Southerly line, 421 feet.

(b) A perpetual Right of Way 12 feet in width across the Northeast Quarter of Farm Lot 167 of Lands of the San Jacinto Land Association, as shown by the hereinabove described Map, the center line of said Right of Way being described as follows:

Beginning at a point on the Westerly line of said Northeast Quarter of Farm Lot 167, 355 Feet North from the Southwest corner thereof;

Thence East 535 feet;

Thence South $45^{\circ} 00'$ East, 477 feet to a point on the Westerly end of that certain 30 foot Right of Way described as Parcel (a) above.

Together with all cement pipe lines located May _____, 1929 in said Right of Way, but reserving the irrigation valves attached thereto.

Said Rights of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; provided, however, that owners of said land shall have the right to attach and maintain irrigation valves on said pipe line and to use the same for the irrigation of said land but only for so long as such valves are attached, kept in repair and use by such owners, in such manner as not to interfere with delivery of water to other water users by said Fruitvale Mutual Water Company, or its successors in interest.

Said Fruitvale Mutual Water Company shall install and provide at all times a pipe line of sufficient capacity to serve both the owners of said land and such users as may take water from said pipe line.

Parcel No. 68:

A perpetual Right of Way 12 feet in width across the East-half of Northwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being described as follows:

Beginning at a point on the Easterly line of said East-half of Northwest Quarter of Farm Lot 167, 355 feet North from the Southeast corner thereof;

Thence West 661 feet to a point on the Westerly line of said East-half of Northwest Quarter of Farm Lot 167.

Together with all cement pipe lines located June _____, 1929 in said Right of Way, but reserving the irrigation valves attached thereto and also reserving the use of said pipe line during four 24 hour periods, beginning at 7:00 A. M. on the first, eighth, fifteenth and twenty-second of each calendar month for the distribution of water to be furnished by said Fruitvale Mutual Water Company; provided however, that owners of said land shall have the right to attach and maintain irrigation valves on said pipe lines and to use the same for the irrigation of said land, such valves to be attached, kept in repair and used by such owners in such manner as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Said Right of Way to be used for the purposes of constructing, owning and maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor but not to be used as a roadway for any other purpose; provided however, that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon and that said Fruitvale Mutual Water Company shall, after such construction, repair and/or replacement, return and leave said Right of Way in as nearly as practicable the same condition as before such work was performed.

Parcel No. 69:

A Right of Way of the uniform width of 6 feet across the South-half of

58825

Lot 3 in Block 132 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California; the Southerly line of said Right of Way being the Northerly line of Oakland Avenue as shown on said Map.

Also, a Right of Way of the uniform width of 12 feet, the Easterly line of which is the Easterly line of said South-half of Lot 3 in Block 132 herein-above described.

Said Rights of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor but not to be used for any other purpose; provided, however, that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said lands and to any growing crops or improvements thereon and that said Fruitvale Mutual Water Company shall, after any such construction, repair and/or replacement, restore and leave said Rights of Way in as nearly as practicable the same condition as before such work was performed.

Parcel No. 70:

A Right of Way of the uniform width of 2 feet over that portion of Vienna Street adjoining Lot 4 and the Southerly 4 feet of Lot 1 in Block 81 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

Said portion of Vienna Street having been vacated and abandoned by Order of the Board of Supervisors of said Riverside County, a certified copy of which Order was recorded January 29, 1921 in Book 542 page 28 of Deeds, records of said Riverside County.

The Westerly line of said Right of Way being coincident with the center line of said Vienna Street.

Said Right of Way and Easement being exclusively for the purpose of constructing, maintaining and/or operating a pipe line not exceeding 10 inches in inside diameter, to be used for the conveyance of water for irrigation purposes, the pipe or pipe line so laid that the whole thereof shall be not less than 14 inches below the surface of the ground and that the center thereof shall be within 12 inches of the Westerly line of said Right of Way, provided, however, that said Fruitvale Mutual Water Company, its successors or assigns, shall be liable for all damage occasioned to and/or suffered by the owner of said property or its successors or assigns, on account of the construction, maintenance and/or operation of said pipe line and/or the conveying of water therein or thereby and further provided, that said Fruitvale Mutual Water Company shall after the construction, repair and/or replacement of such pipe line, repair said Right of Way and leave the same as nearly as is practicable in the same condition as existed before the performance of such work of construction, maintenance and/or operation and further provided that said Right of Way and Easement shall terminate and be voided and the land herein described shall be wholly free from said Right of Way and Easement if and when said pipe line shall for 12 consecutive months be not used for the conveyance of water for bonafide irrigation purposes.

Parcel No. 71:

A perpetual Right of Way of the uniform width of 12 feet across the South-half of Lot 10 of Weber and Griffin's Subdivision of Tract 18 of the Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California, the Northerly line of said Right of Way being the Northerly line of said South-half of Lot 10.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; provided, however, that said Fruitvale Mutual Water Company shall be liable for all damage caused to said land and to any growing crops or improvements thereon, and that said Fruitvale Mutual Water Company shall, after any such construction, repair and/or replacement, restore and leave said Rights of Way in as nearly as practicable the same condition as before such work was performed.

Parcel No. 72:

A perpetual Right of Way 12 feet in width across the West-half of Northwest Quarter of Farm Lot 167 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the Easterly and Northerly lines of said Right of Way are described as follows:

Beginning at a point on the East line of said West-half of Northwest Quarter of Farm Lot 167, 349 feet North of the Southeast corner thereof;
Thence North along said East line, 261 feet;
Thence West and parallel with the South line of said West-half of Northwest Quarter of said Farm Lot 167, 631 feet to a point on the East line of Lyon Avenue.

Together with all cement pipe lines now located in said Right of Way, but reserving the irrigation valves attached thereto and also the right to attach and maintain irrigation valves on said pipe lines and to use the same for the irrigation of said land, but only for so long as the same are attached, kept in repair and used by the owners of said land in such manner as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; provided, however, that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon, and that said Fruitvale Mutual Water Company shall after any such construction, repair and/or replacement, return and leave said Right of Way in as nearly as practicable the same condition as before such work was performed.

Parcel No. 73:

A perpetual Right of Way of the uniform width of 12 feet across the Southeast Quarter of Northeast Quarter of Farm Lot 166 of the Lands of the San

Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being 630 feet North of and parallel with the South line of said Southeast Quarter of Northeast Quarter of said Farm Lot 166.

Said Right of Way being restricted and used for the purpose of constructing a pipe line to be used for the conveyance of water over said property, together with the right of ingress and egress over and along said Right of Way for the purpose of maintaining, repairing, operating and replacing said pipe line and not to be used for any other purpose whatsoever, provided, further, that said Fruitvale Mutual Water Company shall be liable for any and all damage resulting from said installation, maintaining or operating of said pipe line to the land over which the said pipe line shall be constructed and to any and all growing crops or improvements thereon and that said Fruitvale Mutual Water Company shall, after any such construction, repair and/or replacement, return and leave said Right of Way in as nearly the same condition as it was before such work was performed.

Parcel No. 74:

A perpetual Right of Way of the uniform width of 12 feet across that portion of Tract XX as shown by Partition Map of the Rancho San Jacinto Viejo, on file in the office of the County Clerk of San Diego County, California, particularly described as follows:

Beginning at Corner No. 5 of said Tract XX, being Rancho corner S.J. 14;
Thence North 3432 feet to Rancho corner S. J. 13;
Thence North 89° 41' East on the North line of said Tract XX, 2640 feet;
Thence South 3458.90 feet to the South line of said Tract XX;
Thence North 89° 44' West on said South line, 2640 feet to the point of beginning.

Said property is also shown as Tract A on Record Survey on file in Book 6 page 9 of Records of Survey, records of Riverside County, California.

The Northerly line of said Right of Way being the Westerly extension of the Northerly line of Devonshire Avenue.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging, and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 75:

A perpetual Right of Way of the uniform width of 7 1/2 feet across the South-half of South-half of North-half of Farm Lot 168 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the Easterly line of said Right of Way being the Easterly line of said South-half of South-half of North-half of said Farm Lot 168.

Together with the cement pipe line now located thereon.

Said Right of Way to be used for the purposes of construction, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; also that said Fruitvale Mutual Water Company shall have

the use of this and such additional land adjacent thereto as may be necessary for the convenient construction, repair and replacement of said pipe lines, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any crops growing thereon, and that said Fruitvale Mutual Water Company shall, after such construction, repair and/or replacement of said pipe lines, return and leave said Right of Way and adjacent property in as nearly as practicable the same condition as before such work was performed.

Provided however, that owners of said land shall have the right to attach and maintain irrigation valves on said pipe line and to use the same for the irrigation of said land, but only for so long as such valves are attached, kept in repair and used by such owners in such manner as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Parcel No. 76:

A perpetual Right of Way of the uniform width of 12 feet across the West-half of Northeast Quarter of Farm Lot 166 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at a point 6 feet West of the East line of said West-half of Northeast Quarter and 624 feet North of the South line thereof;
 Thence North 242 feet;
 Thence West 649.3 feet to a point 6 feet East of the West line of said West-half of Northeast Quarter of said Farm Lot 166;
 Thence North and parallel with said West line, 426.15 feet more or less, to a point on the South line of Esplanade Avenue.

TOGETHER with the cement pipe line located September 23, 1930 in said Right of Way, but reserving the irrigation valves attached thereto, and also the right to attach and maintain irrigation valves on said pipe lines and to use the same for the irrigation of said land, but only for so long as the same are attached, kept in repair and used by the owners of said land in such manner as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose; provided, however, that said Fruitvale Mutual Water Company shall be liable for all damage done to said land and to any growing crops or improvements thereon, and that said Fruitvale Mutual Water Company shall, after any such construction, repair and/or replacement, return and leave said Right of Way in as nearly as practicable the same condition as before such work was performed.

Parcel No. 77:

A Right of Way and Easement for highway purposes and for the use of the Fruitvale Mutual Water Company in traveling to and return from its land to a public highway, over and across a portion of Tract 10 of the Partition of the Rancho San Jacinto Viejo, as shown in Partition Decree of the Superior

Court of San Diego County, California, recorded in Book 43 page 161 of Deeds, records of said San Diego County, California.

Said Right of Way being 40 feet in width and lying 20 feet on each side of the following described center line:

Beginning at a point on the Northerly line of Cedar Avenue, sometimes called Sterling Avenue, South 89° West along said Northerly line, 671.5 feet from the East line of said Tract 10;

Thence North 11° 00' West, - feet to a point on the Southerly line of that certain 15 acre parcel of land lying in the Northeasterly corner of said Lot 10 and owned by said Fruitvale Mutual Water Company.

Parcel No. 78:

A perpetual Right of Way of the uniform width of 4 feet across Block 133 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, the Easterly line of said Right of Way being the Westerly line of Buena Vista Street and extending North from the intersection of said street and Oakland Avenue to the intersection with the South line of Menlo Avenue.

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line to be used for the conveyance of water, together with the rights of ingress and egress therefrom but shall not be used as a roadway for any other purpose.

It is understood and agreed that the present and future owners of the above described property shall have the right to attach irrigation valves on any pipe line constructed by the Fruitvale Mutual Water Company on said Right of Way, providing said valves shall be attached under the supervision of the Fruitvale Mutual Water Company and kept in such condition at all times so as not to interfere with the delivery of water to any other water users by said Fruitvale Mutual Water Company, or its successors in interest.

Parcel No. 79:

A perpetual Right of Way of the uniform width of 20 feet across the South-half of Lot 9 of Weber and Griffin's Subdivision of Tract 18 of the Rancho San Jacinto Viejo, as shown by Map on file in Book 1 page 4 of Records of Survey, records of San Diego County, California;

The Easterly line of said Right of Way being the Easterly line of said South-half of said Lot 9.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with the rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

It is understood and agreed that the owners of said land shall have the privilege of attaching under the supervision of said Fruitvale Mutual Water Company to said pipe line, such valves as may be necessary and/or desirable for irrigation of the land adjacent thereto and that the owners of said land shall keep said valves closed when not in use by them and in such a state of repair as not to interfere in any way with the delivery of water to other water users by said Fruitvale Mutual Water Company.

Parcel No. 80:

A Right of Way of the uniform width of 30 feet along the Westerly line of the North-half of North-half of Northwest Quarter of Northeast Quarter of Section 12, Township 5 South, Range 2 West, San Bernardino Meridian, as shown by United States Government Survey;

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 81:

A Right of Way of the uniform width of 16 feet across Block 80 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, the center line of said Right of Way being described as follows:

Beginning at a point on the center line of Washington Avenue 345 feet East of the center line of Vienna Street, as shown by said Map;

Thence South 47° West, 260 feet more or less, to the Northerly line of Park Avenue.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 82:

A perpetual Right of Way of the uniform width of 20 feet across the North-half of Farm Lot 81 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, the center line of said Right of Way being described as follows:

Beginning at a point on the West line of said Farm Lot 81, 294 feet South of the Northwest corner thereof;

Thence North $57^{\circ} 04'$ East, 540.32 feet to a point on the North line of said Farm Lot 81, South $89^{\circ} 58'$ East, 453.50 feet from the Northwest corner thereof;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be laid at a depth of not less than 16 inches below the surface of said land, such pipe lines to be used for the conveyance of water and conveying water therein; together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 83:

A perpetual Right of Way in, over and through the South $7 \frac{1}{2}$ feet of the North-half of Farm Lot 168 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

Said Right of Way to be used for the purposes of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water and conveying water therein, together with rights of ingress and egress therefor but not to be used as a roadway for any other purpose.

58825

Parcel No. 84:

A Right of Way of the uniform width of 15 feet in, over and through the East 15 feet of the South-half of Farm Lot 169 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water therein, together with the right of said Fruitvale Mutual Water Company to pass over said land in the conduct of its business;

Also, the pipe lines and distribution appliances located in said Right of Way, other than irrigation valves belonging to the owners of the land which they are obligated to maintain and operate in such manner as to not interfere with the distribution of water by said Fruitvale Mutual Water Company to other water users.

Parcel No. 85:

A perpetual Right of Way in, over and through the East 15 feet and the North 7 1/2 feet of the North-half of North-half of South-half of Farm Lot 168 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California, for the purpose of constructing, owning, maintaining, operating, repairing, enlarging, and replacing pipe lines to be used for the conveyance of water and conveying water therein; together with the right of said Fruitvale Mutual Water Company and its successors in interest, to pass over said land in the conduct of its business.

Also, the pipe lines and distribution appliances located in said Right of Way, other than irrigation valves belonging to the owners of said land which they are obligated to maintain and operate in such manner as to not interfere with the distribution of water by said Fruitvale Mutual Water Company to other water users.

Parcel No. 86:

A Right of Way of the uniform width of 12 feet across the West-half of Lot 82 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

The Southerly line of said Right of Way being the Southerly line of said West-half of Lot 82;

TOGETHER with that certain 12 inch cement pipe line located on said Right of Way as above described, on April 7, 1928.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 87:

A perpetual Right of Way of the uniform width of 30 feet across Farm Lot 82 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the Easterly line of said Right of Way is the Easterly line of said Farm Lot 87.

58625

TOGETHER with that certain cement pipe line located on said Right of Way on August 24, 1928, provided that the present and future owners of the Easterly portion of said Lot S2 shall have the right to attach to and maintain said pipe line, irrigation valves or other appliances for the distribution of water for irrigation purposes on said land and to use the same for such purposes, but only for so long as the same are attached, kept in repair and used by such owner or owners in such manner and at such times as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company, or its successors in interest, except that said owners shall have the exclusive right to use said pipe line and appliances during 48 hour periods beginning at 6 A.M. on the first, eighth, fifteenth and twenty-second of each calendar month, unless otherwise mutually agreed.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with right of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 88:

(a) A perpetual Right of Way of the uniform width of 12 feet across Farm Lot 84 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California;

The Westerly line of said Right of Way is parallel with and 658 feet East from the center line of San Jacinto Avenue.

(b) A perpetual Right of Way of the uniform width of 30 feet across said Farm Lot 84 hereinabove described.

The Easterly line of said Right of Way being the Easterly line of said Farm Lot 84.

TOGETHER with those certain cement pipe lines located September 12, 1928 on said Rights of Way; provided that the owners of lands included in said Rights of Way shall have the right to attach to and maintain on said pipe lines, irrigation valves or other appliances for the distribution of water for irrigation purposes on said lands and to use the same for such purpose, but only for so long as the same are attached, kept in repair and used by such owners in such manner and at such times as to not interfere with the delivery of water to other water users by said Fruitvale Mutual Water Company or its successors in interest.

Said Rights of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be used for the conveyance of water, together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 89:

A perpetual Right of Way of the uniform width of 20 feet across the North-half of Farm Lot 79 of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California; the center line of said Right of Way being particularly described as follows:

Beginning at a point on the South line of said North-half of Farm Lot 79, North 89° 57' 30" West, 352.80 feet from the Southeast corner of said North-half of Farm Lot 79;

58925

Thence North $57^{\circ} 04'$ East, 432.26 feet to a point on the center line of San Jacinto Avenue, 94.80 feet South of the Northeast corner of said North-half of Farm Lot 79.

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing pipe lines to be laid at a depth of not less than 16 inches below the surface of said land, such pipe lines to be used for the conveyance of water and conveying water therein; together with rights of ingress and egress therefor, but not to be used as a roadway for any other purpose.

Parcel No. 90:

A Right of Way of the uniform width of 12 feet across Lots 3 and 4 in Block 93 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California, the center line of said Right of Way being described as follows:

Beginning at a point on the center line of Mountain Avenue, North $45^{\circ} 07'$ West along said center line, 471.70 feet from the center line of Hemet Street as shown by said Map;

Thence South $52^{\circ} 18'$ West, 113.60 feet to a point on the center line of Meridian Street which is 24 feet North of the center line of Washington Avenue as shown on said Map.

Said Right of Way shall be used only for the purpose of constructing, owning, maintaining, operating, replacing, enlarging and replacing a pipe line or pipe lines to be used for the conveyance of water, together with the right of ingress and egress therefor, but not to be used as a roadway for any other purpose and said Fruitvale Mutual Water Company shall have the privilege of using such additional ground adjacent to both sides of said Right of Way as may be necessary for the convenient construction and repair of said pipe line, provided that said Fruitvale Mutual Water Company shall be liable for all damage occasioned to said land and to any growing crops or improvements thereon and that said Fruitvale Mutual Water Company shall after the construction and laying of said pipe lines and/or the repair thereof, return and leave said Right of Way and adjacent property in the condition it was before such work was performed; also that said pipe line shall be laid at a minimum depth of 2 feet below the surface of the ground.

Parcel No. 91:

A Right of Way for road purposes over the Easterly 20 feet of that portion of Lot 46 of The Fairview Tract as shown by Map on file in Book 6 page 307 of Maps, records of San Diego County, California, shown as Lot 46B on Record of Survey on file in Book 9 page 64 of Records of Survey, records of Riverside County, California.

Parcel No. 92:

A Right of Way over the Southerly 30 feet of the Westerly 100 rods of the Northeast Quarter of Section 12, Township 5 South, Range 2 West, San Bernardino Meridian, as shown by United States Government Survey;

EXCEPTING therefrom that portion thereof included in the following description:

58625

Beginning at a point on the Southerly line of said Northeast Quarter, 30 feet Easterly from the Southwest corner thereof;
Thence Easterly on said Southerly line, 30 feet;
Thence Northerly and parallel with the Westerly line of said Northeast Quarter, 30 feet;
Thence Westerly and parallel with the Southerly line of said Northeast Quarter, 30 feet;
Thence Southerly 30 feet to the point of beginning.

ALSO, a Right of Way over the Southerly 140 rods of the Westerly 30 feet of said Northeast Quarter of said Section 12;

Said Right of Way to be used for the purpose of constructing, owning, maintaining, operating, repairing, enlarging and replacing a pipe line or pipe lines for the conveyance of water, together with the rights of ingress and egress solely for that purpose.

SECTION III

Parcel No. 1:

The right to divert water from the surface and underground waters of the San Jacinto River and Indian Creek under and by virtue of a certain water location by P. L. Griffin as claimant, dated September 2, 1889 and recorded September 3, 1889 in Book 1 page 448 of Water Claims, records of San Diego County, California, wherein the said P. L. Griffin claims 500 miners inches of water measured under a 4-inch pressure of the overflow and 500 miners inches of water measured under a 4-inch pressure of the underflow of the San Jacinto River and of Indian Creek to be diverted at or near the junction of said Indian Creek and the San Jacinto River for irrigation and domestic use upon the lands of the Rancho San Jacinto Viejo and adjoining lands and as a water supply for the City of San Jacinto. This right limited to the maximum quantity of water actually used for beneficial purposes and to the quantity of water actually flowing at the point of diversion.

Parcel No. 2:

The right to divert water from the surface and underground waters of the San Jacinto River under and by virtue of a certain water location by P. L. Griffin, as claimant, dated September 2, 1889 and recorded September 3, 1889 in Book 1 page 448 of Water Claims, records of San Diego County, California, wherein the said P. L. Griffin claims 1500 miners inches of water measured under a 4-inch pressure of the overflow and 1500 miners inches of water measured under a 4-inch underflow of the San Jacinto River to be diverted at or near the Northwest corner of Tract 1X of the Rancho San Jacinto Viejo. Such water to be used for irrigation and domestic uses upon lands of the Rancho San Jacinto Viejo and adjoining lands and for a water supply for the City of San Jacinto. This right limited to the quantity of water actually used for beneficial purposes, and to the quantity of water actually flowing at the point of diversion.

Parcel No. 3:

The right to divert water from the surface and underground waters of the San Jacinto River under and by virtue of a certain water location by

P. L. Griffin, as claimant, dated October 24, 1889 and recorded October 28, 1889 in Book 1 page 466 of Water Claims, records of San Diego County, California, wherein the said P. L. Griffin claims 2000 miners inches of water measured under a 4 inch pressure of the underflow of the San Jacinto River in addition to the 3000 miners inches of water located by him on September 2, 1889. Such water to be diverted to a point 100 feet North of the Northwest corner of Farm Lot 9 of the Fairview Tract and to be used for irrigation and domestic use and for power purposes on lands of the Rancho San Jacinto Viejo and adjoining lands. This right limited to the quantity of water actually used for beneficial purposes and to the quantity of water actually flowing at the point of diversion.

Parcel No. 4:

All the water in or under, or that may be developed in or under the South-half of the West-half of the West-half of Farm Lot 8 of the Fairview Tract, as shown by Map on file in Book 6 page 307 of Maps, records of San Diego County, California, together with a perpetual Right of Way through, under, over and across said lands for tunnels only. EXCEPTING from said right, the privilege reserved of sinking a well for the purpose of obtaining domestic water on said land.

Parcel No. 5:

The right to divert water from the surface and underground waters of the San Jacinto River under and by virtue of a certain water location by A. H. Judson and P. L. Griffin as claimants dated April 28, 1891 and recorded May 7, 1891 in Book 2 page 127 of Water Claims, records of San Diego County, California, wherein the said A. H. Judson and P. L. Griffin claim 5000 inches of water measured under a 4 inch pressure of the water flowing, and that ought to flow and that can be made to flow in the San Jacinto River at the point of diversion on Lot 8 of the Fairview Tract. Said water to be used for irrigating and domestic use upon lands in the Rancho San Jacinto Viejo and adjoining lands. This right limited to the quantity of water actually used for beneficial purposes, and to the quantity of water actually flowing at the point of diversion.

Parcel No. 6:

The well, pumping plant and improvements on that portion of Lots 23, 24 and 25 of the Resubdivision of H. T. Hewitt's Addition to San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, particularly described as follows:

Commencing at the South corner of said Lot 25, in the center of Mountain Avenue;

Thence North 45° East on the Southeast boundary line of said Lot 25, 1361.2 feet to the point of beginning;

Thence North 45° West, 55 feet;

Thence North 45° East, 135.08 feet;

Thence North 16° 19' West, 398.3 feet;

Thence North 23° 04' West, 107 feet;

Thence North 45° 59' West, 360 feet;

Thence North 36° 37' West, 1103.4 feet to the North boundary line of said Lot 23;

Thence East 1367.7 feet on the North boundary line of said Lots 23 and 24 to the Northeast corner of said Lot 24;

Thence South 45° East, 996.6 feet on the Northeasterly boundary line of said Lots 24 and 25 to the East corner of said Lot 25;

Thence South 45° West, 1456.44 feet on the Southeast boundary line of said Lot 25 to the point of beginning; and all water and riparian rights belonging thereunto or in anywise appertaining;

Parcel No. 7:

The right to develop, take, export and appropriate to its own use in any manner and by any agency, all water that may be discovered in or that may be deposited in or underlie Lots 23, 24 and 25 of Resubdivision of H. T. Hewitt's Addition, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, together with all riparian and other water rights that may be appurtenant to or belong to the said portions of Lots 23, 24 and 25.

EXCEPTING therefrom that portion thereof particularly described as follows:

Commencing at the South corner of said Lot 25, in the center of Mountain Avenue;

Thence North 45° East on the Southeast boundary line of said Lot 25, 1281.2 feet to the point of beginning;

Thence North 45° West, 55 feet;

Thence North 45° East, 135.08 feet;

Thence North 16° 19' West, 398.3 feet;

Thence North 23° 04' West, 107. feet;

Thence North 45° 59' West, 360 feet;

Thence North 36° 37' West, 1103.4 feet to the North boundary line of said Lot 23;

Thence East 1367.7 feet on the North boundary line of said Lots 23 and 24, to the Northeast corner of said Lot 24;

Thence South 45° East, 996.6 feet on the Northeasterly line of said Lots 24 and 25 to the East corner of said Lot 25;

Thence South 45° West, 1456.44 feet on the Southeast boundary line of said Lot 25 to the point of beginning.

Subject to the provision that no works for the development of said water shall be located upon the lands in this parcel described.

Parcel No. 8:

The right to develop, take, export and appropriate to its own use in any manner and by any agency any and all water now discovered or developed in or on, or that may be deposited in or underlie or flow in or over the following described property, to-wit:

Lots 1, 2, 3, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of the Kumler Ranch Tract, as shown by Map on file in Book 8 page 12 of Maps, records of Riverside County, California;

All of Lots 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13 and 14 of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California;

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, and 33 of the Midway Ranch Tract, as shown by Map on file in Book 8 page 50 of Maps, records of Riverside County, California;

All of Lot 53 of H. T. Hewitt's Addition to San Jacinto, as shown by Map on file in Book 13 page 624 of Maps, records of San Diego County, California;

All of Lots 110 and 111 of the Resubdivision of Blocks 31 to 33, part of 34, 38 to 41, 47 to 52, part of 54 and 55 to 90 inclusive of H. T. Hewitt's Addition to San Jacinto as shown by Map on file in Book 2 page 43 of Maps, records of Riverside County, California;

All of Lots 96, 97, 98, 99 and 100 of the Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 9 page 410 of Maps, records of San Diego County, California; together with all portions of adjoining and intersecting streets shown as vacated by Map on file in Book 8 page 292 of Maps, records of said San Diego County, California;

EXCEPTING that portion thereof heretofore conveyed by Francisco Estudillo to California Central Railway Company, by Deed recorded in Book 111 page 138 of Deeds, records of San Diego County, California.

All of the East-half of the Southwest Quarter of Farm Lot 160;
 Farm Lots 161 and 164;
 The Southwest Quarter of Farm Lot 167;
 The East-half of the Northwest Quarter and the South-west Quarter of Farm Lot 173;
 That portion of Farm Lot 174, particularly described as follows:
 Beginning at the Southwest corner of Farm Lot 174;
 Thence East 10 chains;
 Thence Northerly 14.29 chains more or less, in a straight line to Ranch corner S. J. No. 10;
 Thence West 10 chains to Ranch corner S. J. No. 11;
 Thence South 14.29 chains to beginning;

ALSO, that portion of Farm Lot 174, particularly described as follows:

Beginning at the Southeast corner of said Farm Lot 174;
 Thence West on the Southerly line of said Lot, 5 1/2 chains;
 Thence North parallel with the Easterly line of said Lot, 20 chains;
 Thence West at a right angle to the Westerly line of said Farm Lot;
 Thence North on the Westerly line of said Farm Lot, 20 chains to the most Northwesterly corner thereof;
 Thence East 10 chains to the Northeast corner thereof;
 Thence South on the Easterly line of said Farm Lot, 40 chains to the point of beginning;
 Farm Lot 175;
 Farm Lot 176, EXCEPTING the Northeast 40 acres in square form, said excepted portion being the Northeast Quarter of the Northwest Quarter of Section 8, Township 5 South, Range 1 West, San Bernardino Meridian;
 The East-half and the South 10 acres of the West-half of Farm Lot 178.

The above Farm Lots are of the Lands of the San Jacinto Land Association, as shown by Map on file in Book 8 page 357 of Maps, records of San Diego County, California.

Lots 8, 9 and 10 in Section 6; and Lot 4; and the Northwest Quarter of the Northeast Quarter of Section 7, all in Township 5 South, Range 1 West, San Bernardino Meridian.

Also, all riparian and other water rights that may be appurtenant to or belong to said lands.

58825

PROVIDED, HOWEVER, that no works for the development of water from said lands shall be located thereon.

PROVIDED FURTHER, that subject to the rights hereinbefore in this parcel described, the owner of said land shall have the right to develop water for domestic use and to use the same for domestic purposes on the particular parcels of land upon which said water is so developed.

Parcel No. 9:

The right to develop, take, export and appropriate to its own use, in any manner and by any agency, all water that may be discovered in or that may be deposited in or underlie that certain parcel of land situate, lying and being in the County of Riverside, State of California, and being Lot 22 of H. T. Hewitt's Plat, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California;

Also, all riparian and other water rights that may be appurtenant to or belong to the said lands hereinbefore described.

PROVIDED, HOWEVER, that no works for the development of water shall be located upon the lands hereinbefore described, and provided further, that subject to such rights, E. W. Knowlton and Mrs. L. B. Knowlton, his wife, their successors and assigns, shall have the right to develop water from said land for domestic use and to use the same for domestic purposes.

Parcel No. 10:

The right to develop, take, export and appropriate to its own use, in any manner and by any agency any and all water now discovered or developed, or that may be deposited in or underlie, or flow in or over Lot 6 of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California;

ALSO, all riparian and other water rights that may be appurtenant to or belong to said real property, together with all rights acquired by the owner of said land, from any source, to convey water to said land or over said land, from any source.

PROVIDED, HOWEVER, that no works for the development of water from the lands of the said owner, shall be located upon the lands so conveyed.

AND PROVIDED, further, that subject to such rights, the owner of said land and the subsequent owners of said land while owners shall have the right to develop water for domestic use, and to use the same for domestic purposes on said lands.

Parcel No. 11:

The right to develop, take, export and appropriate in any manner, and by any agency, any and all water now discovered or developed or that may be hereafter discovered or developed, in or on, or that may be deposited in or underlie or flow in or over Lot 8 of the Kumler Ranch Tract Addition, as shown by Map on file in Book 8 page 51 of Maps, records of Riverside County, California, and the lands laid out as a street immediately adjoining said Lot 8 on the Northwest;

ALSO, all riparian and other water rights that may be appurtenant to or belong to said Lot 8 or the lands laid out as said street, together with all

rights acquired by the owner of said land from any source or convey water to said land or over said land from any source provided, however, that no works for the development of water from said lands shall be located upon said lands, and provided further, that subject to the rights hereby expressed, the owner of said lands shall have the right to develop water for domestic use and to use the same for domestic purposes upon the particular parcel of land upon which said water is so developed.

Parcel No. 12:

All rights acquired under and by virtue of a certain Permit No. 468, issued by the Water Commission of the State of California, to the Citizens Water Company of San Jacinto, dated April 1, 1920, whereby the said Citizens Water Company of San Jacinto was given the right to appropriate 200 cubic feet of water per second from the waters of the San Jacinto River and Indian Creek.

Parcel No. 13:

The exclusive right to develop, take, export, appropriate and use all water that may be discovered in or that may be deposited in or underlie or percolate in or flow in, by, over or under Lots 2, 3, and 5 of H. T. Hewitt's Plat to San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, including the right to pump or develop, appropriate or otherwise acquire, water from adjoining or neighboring lands or streams or water supplies, for use on said Lots 2, 3, and 5, together with all riparian or other water rights that may be appurtenant to or belong to said Lots 2, 3 and 5; subject however, to the right of the owner of any part or any or all of said Lots 2, 3 and 5, to develop on any portion thereof so owned by such person, water to be used solely for domestic purposes on said Lots 2, 3 and 5.

Parcel No. 14:

The exclusive right to develop, take, export, appropriate and use by Fruitvale Mutual Water Company, a corporation, all water that may be discovered in or that may be deposited in or underlie or percolate in or flow in, by, over or under, all or any part of Lot 4 in Block 136 of Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California.

Subject only to the right of the owner of any part of said Lot 4, to develop on any part thereof so owned by such owner, water to be used solely for domestic purposes on such land as owned by such owner.

Parcel No. 15:

That certain well as located on August 3, 1928 on Lot 22 of the Kumler Ranch Tract, as shown by Map on file in Book 8 page 52 of Maps, records of Riverside County, California;

Said well being 530 feet South of the South line of Sixth Street as shown on said Map and 7.4 feet West of the East line of said Lot 22.

Also, the perpetual right to drill on that portion of the Easterly rectangular 20 feet of said Lot 22, extending Southerly from the South line of

Sixth Street, 540 feet, such additional wells as said Fruitvale Mutual Water Company or its successors in interest may see fit, and to install pumping plants, power lines and gas lines in connection therewith, and to repair, maintain and operate any or all of said wells, pumping plants, power lines and gas lines; provided, however, that said Fruitvale Mutual Water Company shall immediately, following the completion of any such drilling or repairing, restore and leave said land in as nearly as practicable the same condition it may have been in before such work was done and shall be liable to the owners of said land for any damage caused to growing crops by said Water Company in connection with such work, and provided further, that said Fruitvale Mutual Water Company shall, barring unavoidable accidents, furnish to the owners of said Lot 22, water for use for domestic purposes thereon to be delivered at said well as above located, during a period of not less than 15 minutes of each day, if required, at the rate of not less than 100 gallons per minute, under pressure of not less than 15 pounds per square inch; such water to be conveyed from said well and stored by said owners, and to be metered from such storage and charged to said owners at the Fruitvale Mutual Water Company's regular metered service rates.

Parcel No. 16:

The exclusive right to develop, take, export, appropriate and use by the Fruitvale Mutual Water Company, all water that may be discovered in or that may be deposited in or underlie or percolate in, or flow in, by, over or under the following property, subject only to the right of the owner of any part of said property to develop on any part thereof so owned by such person, water to be used solely for domestic purposes on such property so owned by such person.

Said property being described as follows:

(a) All that portion of Lot 15 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, and shown as Lots 15 and 15 1/2 on Map showing Resubdivision of Lots 15 and 18 of H. T. Hewitt's Plat of San Jacinto, on file in Book 4 page 13 of Records of Survey, records of Riverside County, California, particularly described as follows:

Beginning at the Southwesterly corner of said Lot 15;
Thence Northerly along the Westerly line of said Lot 15, to a point 6.82 chains North from the center line of First Street as shown on said Map;
Thence Easterly and parallel with the Northerly lines of said Lots 15 and 15 1/2, 7.33 chains more or less, to the East line of said Lot 15 1/2;
Thence Southerly on said Easterly line to the Southeasterly corner of said Lot 15 1/2;
Thence Westerly along the Southerly lines of said Lots 15 and 15 1/2, 7.33 chains to the point of beginning.

(b) Also, that portion of Lot 18 of H. T. Hewitt's Plat of San Jacinto, as shown by Map on file in Book 8 page 386 of Maps, records of San Diego County, California, particularly described as follows:

Beginning at the intersection of the center lines of First Street and Mountain Avenue, as shown by said Map;
Thence West on the center line of First Street, 121.22 feet to the Southerly prolongation of the Westerly line of said Lot 18;
Thence North 0° 15' West on said Westerly line, 510.28 feet;
Thence East 515.33 feet;
Thence South 22° 18' West, 691.3 feet to the center line of Mountain Avenue;

58825

Thence North $45^{\circ}06'$ West on the center line of said Mountain Avenue, 192.55 feet to the point of beginning;

EXCEPTING therefrom a Right of Way over that portion thereof included in Mountain Avenue and First Street.

Said property is also shown on Map showing the Resubdivision of Lots 15 and 18 of H.T. Hewitt's Plat of San Jacinto on file in Book 4 page 13 of Records of Survey, records of Riverside County, California.

Parcel No. 17:

All underground water and water rights of every kind and description belonging to or in anywise appertaining to Blocks 118 and 119 of the Lands of the Hemet Land Company, as shown by Map recorded in Book 1 page 14 of Maps, records of Riverside County, California;

EXCEPTING therefrom such water as may be required for irrigation and domestic uses thereon.

ALSO EXCEPTING from said Block 119, Lot 3 and all that portion of Lot 2 included in the following description;

Beginning at the intersection of the center lines of Hemet Street and Sterling Avenue as shown on said Map;

Thence North along the center line of Hemet Street, 1099.30 feet to the center line of Washington Avenue;

Thence South $89^{\circ}35'$ East along said center line of Washington Avenue, 221.35 feet;

Thence South $46^{\circ}12'30''$ East along the center line of the extension of Mountain Avenue, 607.65 feet;

Thence South along the East line of said Lots 2 and 3, 682.30 feet;

Thence North $89^{\circ}33'30''$ West along the center line of Sterling Avenue, 660 feet to the point of beginning.

SECTION IV

PARCEL A-1

Right of way located in the North half of Farm Lot 193 of San Jacinto Land Association, more particularly described as follows, to wit:

A perpetual Right of Way of the uniform width of twelve (12) feet, over the most northerly 12 feet of the following described land:

Beginning at a point on the Easterly line of the North half of the North half of the West half of the North 40 acres of the West half of Farm Lot 193 of San Jacinto Land Association.

In accordance with easement recorded in Official Records of Riverside County, California, on October 8, 1959 in Book 2559, page 107, as Instrument No. 86197.

PARCEL A-2

Right of way situated in the County of Riverside, State of California, and more particularly described as follows:

A perpetual right of way easement over and across the Southerly fifteen (15) feet of the real property located in the County of Riverside, State of California, described as follows:

All those portions of Blocks 76 and 77 of the lands of the Hemet Land Company as shown by map on file in the office of the County Recorder of Riverside County, California, in Book 1 of Maps, page 14 thereof, lying north of an east and west line drawn parallel with and 1800 feet north of the center line of Menlo Ave., as shown on said map. Menlo Ave., being the road along the south boundary of Block 75 of said Hemet Lands and lying south of an east and west line drawn parallel with and 601 feet south of the southerly line of Commonwealth Ave., as shown on said map, containing 36.71 acres, more or less.

In accordance with easement recorded in Official Records of Riverside County, California, on April 18, 1960, in Book 2676, page 207, as Instrument No. 34145.

PARCEL A-3

An easement for the construction, operation, maintenance, inspection, repair, alteration, and replacement of a domestic water line over and across the westerly four (4) feet of the real property located in the County of Riverside, State of California, described as follows:

That portion of Lot 83 of Estudillo Land and Water Company's Addition to San Jacinto, as shown by records of San Diego County Maps, Book 9 page 410 thereof.

PARCEL A-4

An easement 20-feet in width for the construction and maintenance of water lines, said easement being more particularly described as follows:

A portion of Farm Lot 103 of the lands of the Estudillo Land and Water Company, as shown by map on file in Book 9, page 410 of Maps, Records of San Diego County, California, said portion being more particularly described as follows:

• COMMENCING at the intersection of State Street and Esplanade Avenue, as said intersection is shown by map on file in Book 45, page 69 of Maps, Records of Riverside County;

Thence South a distance of 30.00 feet;

Thence South $89^{\circ} 56' 35''$ West, a distance of 30.00 feet to the point of beginning;

Thence continuing South $89^{\circ} 56' 35''$ West, a distance of 300.00 feet to the East line of Lot A, as said Lot A is shown by Map on file in Book 45, page 69 of Maps, Records of Riverside County;

Thence South along the East line of said Lot A, a distance of 20.00 feet to the Southeast corner of said Lot A;

Thence North $89^{\circ} 56' 35''$ East, a distance of 300.00 feet to the West line of State Street, as said West line of State Street is shown by said map on file in Book 45, page 69 of Maps, Records of Riverside County;

Thence North along said West line of State Street, a distance of 20.00 feet to the Point of Beginning.

PARCEL A-5

A Strip of land 20.00 feet wide over the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 5 South, Range 2 West, San Bernardino Base and Meridian, said Strip being 10.00 feet on each side of the following described center line:

Beginning at a point on the West line of said Northeast 1/4 of the Southwest 1/4 of said Section 11, which bears South $0^{\circ} 28' 50''$ East a distance of 233.56 feet from the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 11;

Thence South $79^{\circ} 11' 35''$ East a distance of 63.29 feet to a tangent curve;

Thence along the arc of said curve, concave Southwesterly, through a central angle of $64^{\circ} 28' 55''$ and having a radius of 16.47 feet, a distance of 18.54 feet;

Thence South $14^{\circ} 49' 40''$ East, a distance of 48.92 feet to a tangent curve;

Thence along the arc of said curve, concave Northeasterly, through a central angle of $78^{\circ} 30' 05''$ and having a radius of 34.32 feet, a distance of 47.02 feet;

Thence North $86^{\circ} 47' 15''$ East, a distance of 43.40 feet to a tangent curve;

Thence along the arc of said curve, concave Northwesterly, through a central angle of $56^{\circ} 00' 05''$, and having a radius of 37.72 feet, a distance of 36.57 feet;

Thence North $30^{\circ} 47' 10''$ East, a distance of 117.60 feet to a tangent curve;

58825

Thence along the arc of said curve concave Southeasterly, through a central angle of $66^{\circ} 59' 55''$, and having a radius of 20.08 feet, a distance of 23.48 feet;

Thence South $82^{\circ} 12' 55''$ East, a distance of 49.67 feet to a tangent curve;

Thence along the arc of said curve, concave Northerly through a central angle of $43^{\circ} 30' 05''$ and having a radius of 78.28 feet, a distance of 58.65 feet;

Thence North $54^{\circ} 17' 00''$ East, a distance of 37.08 feet to a tangent curve;

7 Thence along the arc of said curve, concave Northwesterly, through a central angle of $42^{\circ} 30' 05''$, and having a radius of 68.54 feet, a distance of 50.84 feet;

Thence North $11^{\circ} 46' 55''$ East, a distance of 131.25 feet to the North line of said Northeast $1/4$ of the Southwest $1/4$ of Section 11.

The side lines of said 20.00 foot strip will be lengthened or shortened so as to terminate on the West line and North line of said Northeast $1/4$ of the Southwest $1/4$ of Section 11.

A portion of the Southwest $1/4$ of Section 11, Township 5 South, Range 2 West, San Bernardino Base and Meridian, said portion being more particularly described as follows:

The easterly rectangular 330.00 feet of the Northerly 330.00 feet of the Northwest $1/4$ of the Southwest $1/4$ of said Section 11.

PARCEL A-6

The right to use cement pipe line with rights of ingress and egress extending from the northeast corner of Lot 20 of H. T. Hewitt's Addition to San Jacinto, Riverside County, California, to a point in the easterly boundary line of said lot approximately one-half the distance between the north and south boundary lines of said lot; thence angling in a general southwesterly direction to a point in the southerly boundary line of said lot, which point is two hundred feet, more or less, Westerly from the easterly boundary line of said lot, located on Lots 16, 16- $1/2$ and 17- $1/2$ of said H. T. Hewitt's Addition.

PARCEL A-7

An easement eight (8) feet in width for the conveyance of water over and across a portion of the East 10 acres of the Southeast quarter of the Northeast quarter of Section 12, T5S, R2W, SBM, as shown by U. S. Government Survey approved September 16, 1880. The centerline of said easement is more particularly described as follows:

COMMENCING at corner of S. J. 13, Tract XX of the Rancho San Jacinto Viejo as said corner is shown by the map of partition of said Rancho San Jacinto Viejo, and described by the decree of the Superior Court of San Diego County, November 22, 1882, and as shown on the map of said Partition made under said decree recorded December 6, 1882, in Book 43 page 161

56825

56825

of Deeds, Records of San Diego County; thence North 88° 23' 16" West, a distance of 10.00 feet; thence North 01° 30' 44" East, 167.72 feet; thence North 86° 48' 16" West, 329.82 feet to the West line of said East 10 acres of said Southeast quarter of said Northeast quarter of Section 12, T5S, R2W, SBM.

In accordance with easement recorded in Official Records of Riverside County, California, on November 23, 1965, as Instrument 132574.

PARCEL A-8

An easement to construct, operate, maintain and repair distribution and water facilities and pipelines, connections and appurtenant equipment and facilities, for the distribution and transmission of water, under, along, through and across that certain parcel of land situated in the County of Riverside, State of California, described as follows:

That particular portion of Farm Lot 83 as said Lot is shown by map of the Lands of the San Jacinto Land Association on file in Book 8 page 357 of Maps, records of San Diego County, California, conveyed to ELMER R. SCHETTLER and SELVA J. SCHETTLER by Grant Deed recorded September 2, 1965, in Book 3792, page 169 of Official Records of Riverside County, California, which lies within the following described parcel of land:

The Westerly 8.00 feet of the Easterly 38.00 feet of said Farm Lot 83.

Excluding therefrom any portion thereof which lies within Midway Avenue, a County Avenue as said Midway Avenue presently exists.

Also excluding therefrom any portion thereof which lies within State Highway 79 (San Jacinto Street), a State Highway as said State Highway 79 presently exists.

Also easement over the Westerly 12.00 feet of the Easterly 50.00 feet of said Farm Lot 83. In accordance with easement recorded in Official Records of Riverside County, California, as Instrument No. 80077.

PARCEL A-9

An easement to construct, operate, maintain, repair, change the size of, and remove, water transmission facilities, including but not limited to gravity pipelines, pressure pipelines, connections, and appurtenant equipment and facilities, for the collection and transmission of water under, along, through and across that certain parcel of land situated in the County of Riverside, State of California, described as follows:

Commencing at the intersection of the center lines of Sanderson Avenue and Seventh Street lying to the Southeast of the N-1/2 of the S-1/2 of Lot 150 of Map Book 8 page 357, records of San Diego County; thence northerly along the center line of Sanderson Avenue 660.80 feet; thence westerly 50 feet to the point of beginning; thence westerly 10 feet; thence northerly 396.80 feet; thence easterly 10 feet; thence southerly 396.80 feet to the point of beginning.

In accordance with easement recorded in Official Records of Riverside County, California, on March 27, 1967, as Instrument No. 25132.

58825

Water and water rights set over to Fruitvale Mutual Water Company by Agreement recorded July 31, 1931, in Book 36, Page 251, of Official Records of Riverside County, California, but subject to the conditions as more fully set forth therein.

All other water rights of any nature or however acquired, including, but not limited to, all transferable franchises, permits and licenses used or useful in the operation of the water system of the Fruitvale Mutual Water Company.

All water production and distribution facilities, well sites, wells, pumps, transmission and distribution mains, storage facilities, lateral services, meters and meter boxes and all other physical facilities pertinent thereto, owned and operated by the said Fruitvale Mutual Water Company and rendering water service to its shareholders.

Other than as provided herein, all maps, plats, plans and other records pertaining to the water system of the Fruitvale Mutual Water Company along with such shareholder and customer records as applied to the water service provided to them.

All other real and personal property not specifically described herein, owned by the Fruitvale Mutual Water Company as of the date hereof, excluding only monies, accounts receivable and those books and records of the Company pertaining solely to its corporate status.

58825

S. F. 8-4

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Corporation Grant Deed dated May 3, 1972 from Fruitvale Mutual Water Company to the Eastern Municipal Water District, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors pursuant to authority conferred by Resolution No. 80 of the Board of Directors adopted on January 14, 1953, and the Grantee consents to the recordation thereof by its duly authorized officer or agent.

Dated: May 3, 1972

Eastern Municipal Water District

By Shirley J. Scott
Shirley J. Scott, Secretary

(SEAL)

RECORDER'S MEMO. Legibility of writings. Typing or Printing UNSATISFACTORY In this document when received For Record.

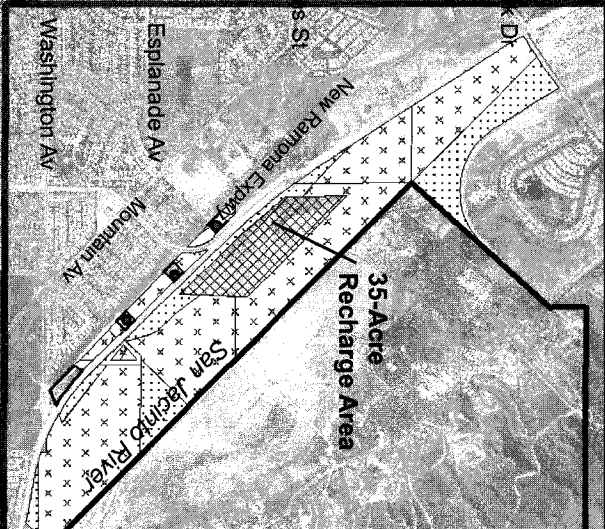
END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

Exhibit D

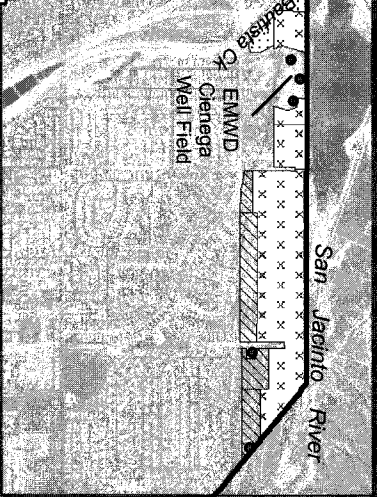
Map of the major, distinct natural features of the Conservation Areas

Exhibit E

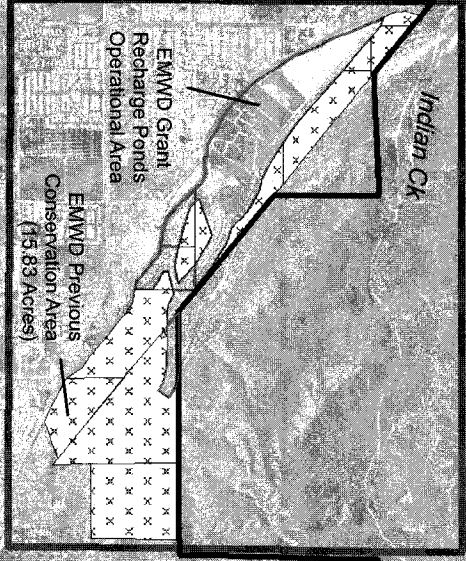
**Conservation & Management Area #1
(257.67 Acres)**



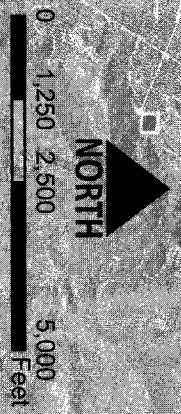
**Conservation & Management Area #2
(105.24 Acres)**



**Conservation & Management Area #3
(158.36 Acres)**



**Soboba
Reservation**



**Exhibit D
Conservation Areas**




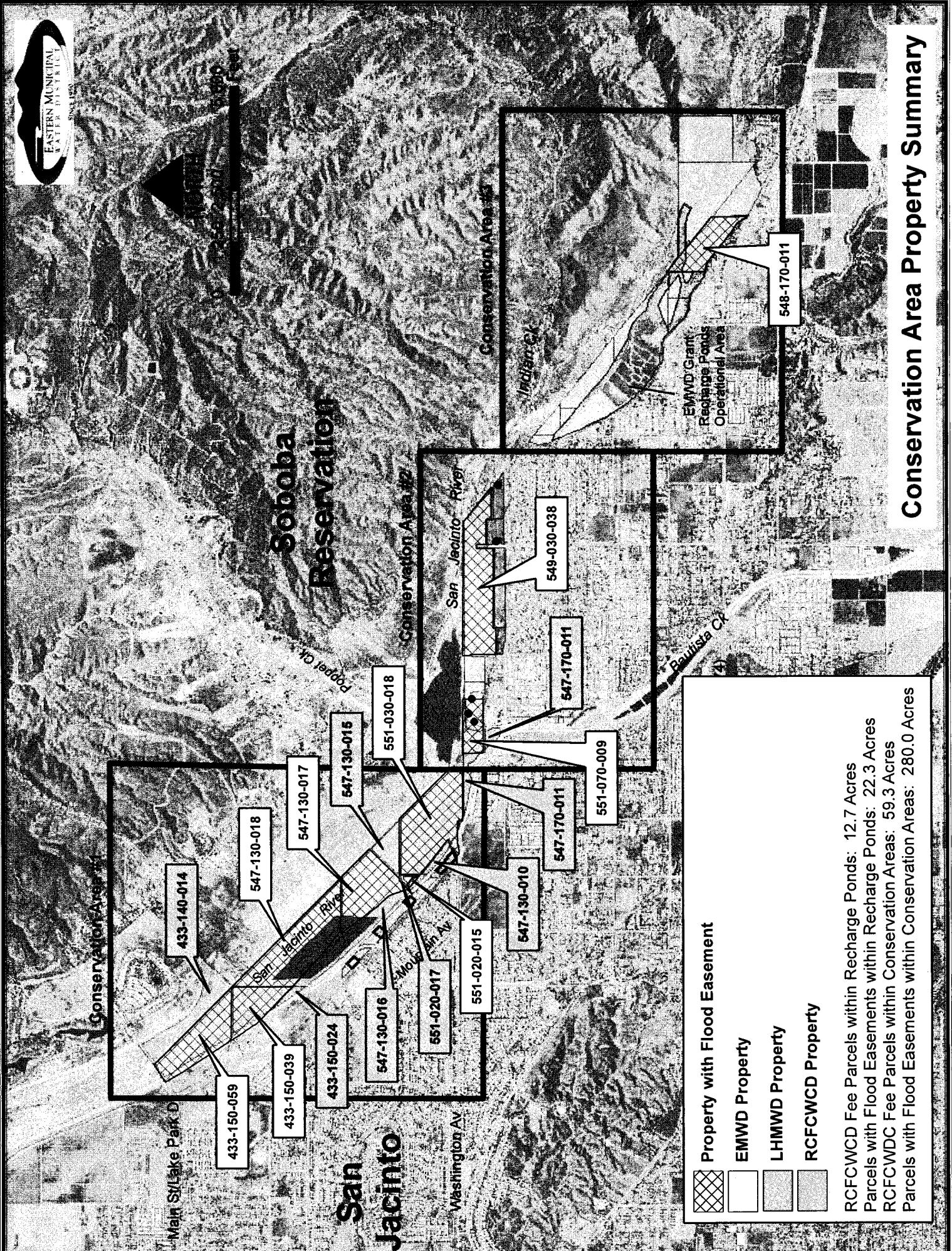
-  EMWD Property (437.33 Acres)
 -  LHMWD Property (24.60 Acres)
 -  RCFCFD Property (59.34 Acres)
- Total Area in Conservation (excluding RCFCFD): 461.93 Acres**
Total Management Area: 521.27 Acres



Exhibit E

Map of the Flood Easements



Property with Flood Easement

EMWD Property

LHMWD Property

RCFCWDC Property

RCFCWDC Fee Parcels within Recharge Ponds: 12.7 Acres
 Parcels with Flood Easements within Recharge Ponds: 22.3 Acres
 RCFCWDC Fee Parcels within Conservation Areas: 59.3 Acres
 Parcels with Flood Easements within Conservation Areas: 280.0 Acres

Conservation Area Property Summary

EXHIBIT H

(Fencing Plan)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

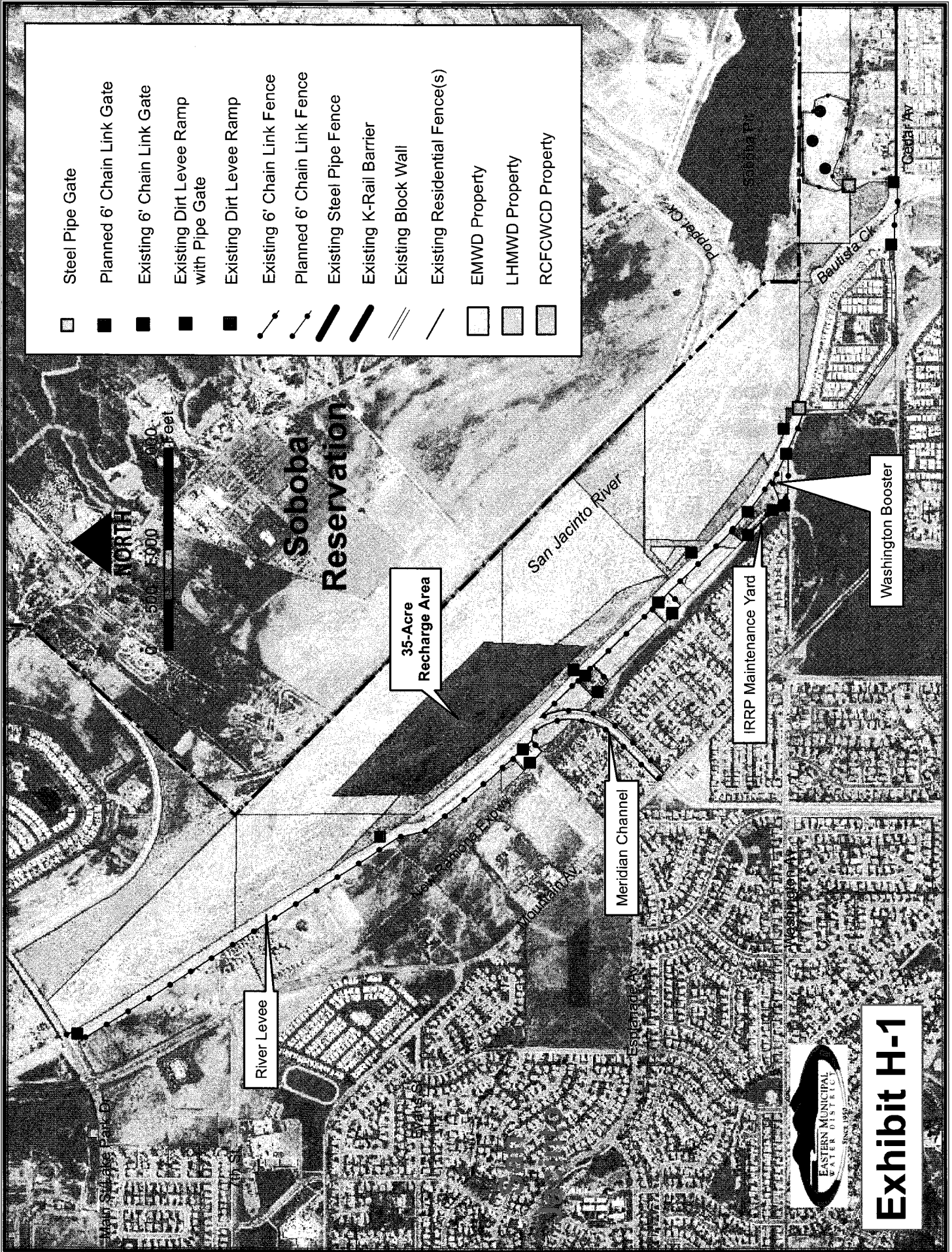
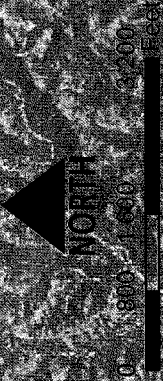


Exhibit H-1

- Steel Pipe Gate
- Planned 6' Chain Link Gate
- Existing 6' Chain Link Gate
- Existing Dirt Levee Ramp with Pipe Gate
- Existing Dirt Levee Ramp
- Existing 6' Chain Link Fence
- Planned 6' Chain Link Fence
- Existing Steel Pipe Fence
- Existing K-Rail Barrier
- Existing Block Wall
- Existing Residential Fence(s)
- EMWD Property
- LHMWD Property
- RCFCWCD Property



**Soboba
Reservation**

Reservation Boundary

EMWD Cienega
Well Field

EMWD Grant
Recharge Ponds
Operational Area



Exhibit H-2

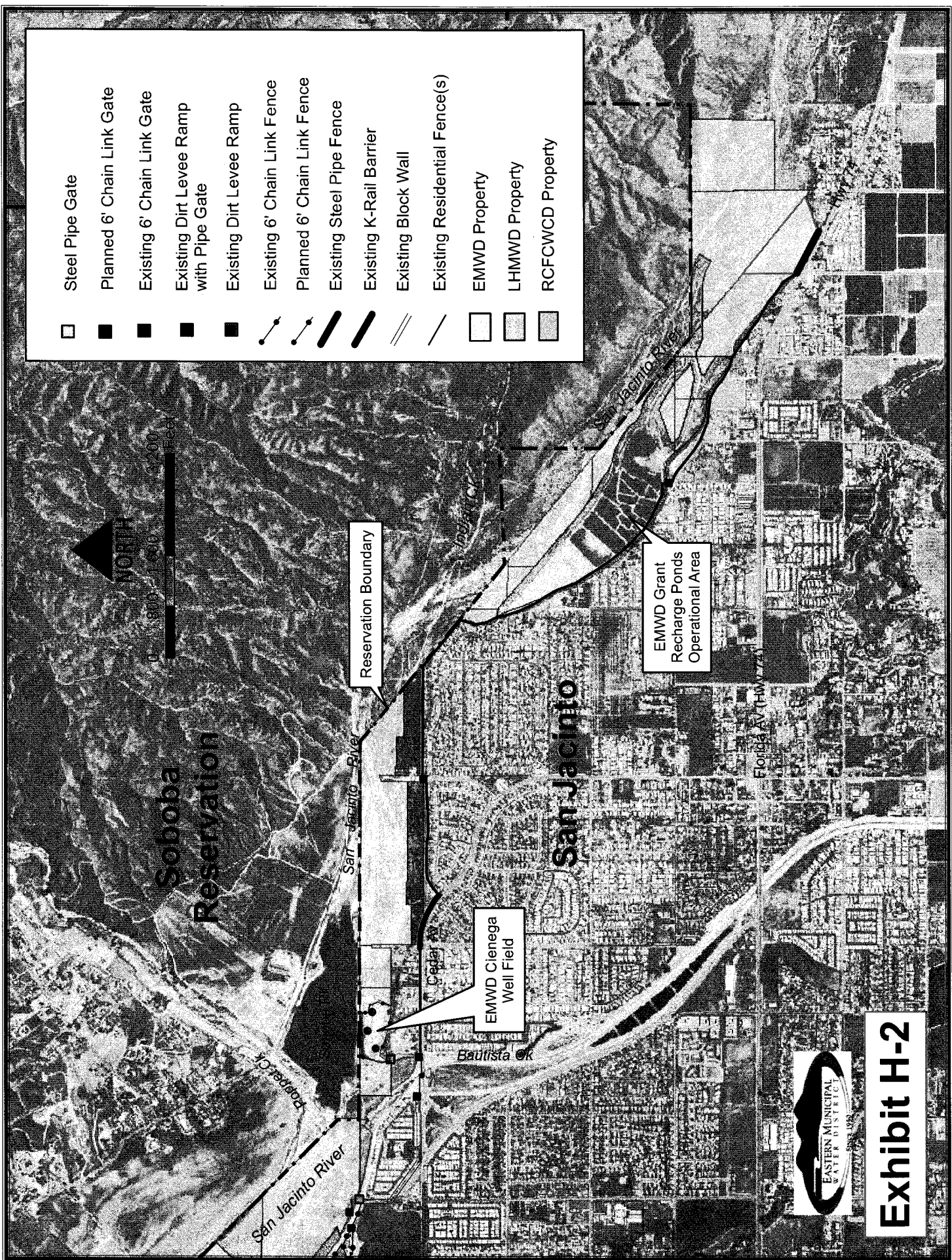
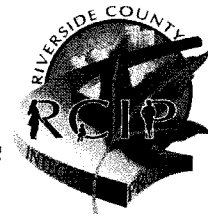


EXHIBIT I

(MSHCP Section 5.2, including Tables 5-1 and 5-2)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5.0 Management & Monitoring



5.2 MSHCP MANAGEMENT AND ADAPTIVE MANAGEMENT PROGRAMS

➤ Management Goal

The overriding management goal of the MSHCP is to establish and maintain a self-sustaining MSHCP Conservation Area, that focuses on conserving Habitats and species and is consistent with the conservation objectives for the Covered Species. Ecosystems are dynamic environments of interacting processes and biotic and abiotic components; they may exhibit multiple equilibria, and destabilizing forces. Furthermore, ecological processes are not linear; they may function at different spatial and temporal scales simultaneously. Consequently, Adaptive Management of ecosystems, landscapes, and associated species and Habitats requires a flexible, inductive approach where ecological theory and field experimentation are combined to monitor the status of the system and respond to the unexpected. The Adaptive Management Plan for the MSHCP encourages such an informed “learning by doing” approach.

➤ Overview

The management and Adaptive Management Programs developed for the MSHCP are based on the framework presented in *Section 5.1* of this document. They use a flexible approach to management to ensure that the Covered Species and Vegetation Communities within the MSHCP Conservation Area are maintained and/or enhanced during the term of the Permit. To achieve the overriding management goal of the MSHCP to establish and maintain a self-sustaining MSHCP Conservation Area, there will need to be an integrated multidisciplinary effort that incorporates the Adaptive Management principles presented in *Section 5.1* and the monitoring efforts described in *Section 5.3*. Adaptive Management Programs rely on monitoring efforts to detect changes in species, Habitats, and/or threats. When change is detected, Reserve Managers evaluate the information and can respond by initiating, modifying, or even ending a particular management strategy if necessary. The MSHCP Biological Monitoring Program, described in *Section 5.3*, will focus on collecting baseline data during the first five years of the MSHCP. These initial data will include the status of resources (*i.e.*, species, Vegetation Communities, and habitat conditions) and the status of threats to these resources (*e.g.*, invasive non-native species, disturbed Habitat, and erosion and sedimentation).

5.0 Management & Monitoring



► Limitations

A limitation of the management plan is the current level of available baseline data on the species, Vegetation Communities, and threats. While sufficient for the landscape level planning undertaken for the MSHCP, additional data will be needed to implement the management plan. Currently, quantitative distributional studies have not been conducted to determine accurate population numbers and trends. Data must be collected over time to determine whether populations are fluctuating, increasing, or decreasing (either naturally or human induced). Therefore, the initial objective of this management plan is to develop and quantify baseline data for species, Vegetation Communities, and threats to the species and their Habitat. These data will be gathered in the first five years of the MSHCP Plan in order to develop a functional management plan as described in *Section 5.3* of this document.

5.2.1 Proposed Management Activities

Management activities will be implemented by the Reserve Managers and Reserve Management Oversight Committee (RMOC) commensurate with priorities identified by those entities to carry out species objectives and provide for biological values identified in Section 3.2. Management activities will take place within the MSHCP Conservation Area, and emphasis will be given to maintaining and/or improving habitat conditions and ecosystem functions within the MSHCP Conservation Area. Management activities implemented by individual Reserve Managers will be documented and included in annual reports to the RMOC to ensure that data are shared and informed decisions can be made regarding management priorities.

General management activities will occur at two levels: habitat- or landscape-based management activities and species-specific management activities. The habitat- or landscape-based management activities will ensure that the management plan is working for each species and that trends are not misinterpreted on the species-specific level. The species-specific management activities will ensure that the management needs of individual species are met, in consideration of known information for each species related to core locations, primary Habitats, and known threats.

5.0 Management & Monitoring



► General Management Measures

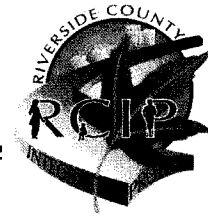
Implementation of General Management Measures will include periodically evaluating the management activities in the MSHCP Conservation Area to maintain consistency and to share information to determine whether local fluctuations of habitat quality or species populations are isolated events or part of a more widespread phenomenon. General Management Measures will address the processes, threats, and disturbances that affect the Habitat and the natural community and on sustaining sufficient species diversity to maintain the health of the particular ecosystem.

Disturbance regimes include illegal trespass (*e.g.*, dumping, vandalism and off-road vehicle use); altering the natural fire regime (fires too frequent or too infrequent); habitat disturbance; invasion by exotic plant and animal species; and erosion and sedimentation. Typical responses to these disturbance regimes may include controlling public access through appropriate fencing, gates, and signage; trash removal; maintaining the natural fire regime by maintaining fuel breaks, rapid response to suppression, and controlled burns (Minnich, *et al.* 1995; Minnich and Chou 1997; Minnich 2001); control of exotic species; seeding or planting with native species; and soil amendment.

Published literature documents conversion of frequently burned chaparral and coastal sage scrub to grassland (Keely 1990, Zedler *et al.* 1983), and less frequently burned chaparral to woodland. Fire frequency may also play an important role in the maintenance of some types of forest. For example, Minnich *et al.* (1995) found a change in the Jeffrey pine forest physiognomy of the past 100 years as a result of fire suppression. In this study, fire suppression caused an ecosystem shift from Ponderosa pine and Jeffrey pine to incense cedar and white fir, which in turn may have consequences for migrant and resident bird species.

Implementation of General Management Measures includes evaluating data from monitoring activities (see *Section 5.3*) to determine whether trends in threats (whether isolated or widespread) are part of a natural cycle of fluctuation or are anthropogenic. These General Management Measures will be undertaken to benefit all Covered Species throughout the MSHCP Conservation Area.

5.0 Management & Monitoring



The following General Management Measures will be undertaken:

1. Control of unauthorized public access to the MSHCP Conservation Area using appropriate fencing, gates and signage, trash removal, trespass control in response to illegal dumping, off-road vehicle use, and vandalism.
2. An initial baseline assessment of Additional Reserve Lands will be undertaken within the first four years of conveyance of such lands to the MSHCP Conservation Area. The baseline assessments will include a general characterization of existing habitat conditions, species presence and diversity, presence of threats, and general identification of management issues. The assessment will be documented and presented to the RMOC for inclusion in the MSHCP annual reports. Existing baseline data will be used for the existing reserves and will be augmented by new data collected during monitoring efforts. Baseline data are currently being gathered on existing Public/Quasi-Public Lands.
3. Upland Habitats within the MSHCP Conservation Area will be maintained and managed to the extent Feasible in a condition similar to or better than the habitat's conditions at the time lands are conveyed to the MSHCP Conservation Area. Baseline upland habitat conditions will be measured at the time of conveyance to the MSHCP Conservation Area according to the following parameters: general vegetation characteristics, proportion of native versus exotic species, recent evidence of fire or other apparent ecosystem processes that might change habitat quality. The condition of upland Habitat will be measured during regular monitoring intervals identified in the MSHCP Biological Monitoring Program (see *Section 5.3* of this document). Remedial action will be recommended if there is a substantial decline in native species compared to the baseline (greater presence of exotics) or other apparent threats to habitat conditions are observed. A sample form is presented in this section to provide consistency in how and what data are collected. The form is not intended to be prescriptive; it may be used as is or modified at the discretion of the Reserve Manager.
4. Wetland Habitat within the MSHCP Conservation Area will be maintained and managed to the extent Feasible in a condition similar to or better than the habitat's condition at the time the lands are conveyed to the MSHCP Conservation Area. Baseline wetland habitat conditions will be measured at the time lands are conveyed to the MSHCP Conservation Area according to the following general parameters: general vegetation characteristics,

5.0 Management & Monitoring



proportion of native versus exotic species, general presence and extent of common wetland threats, including tamarisk, arundo, cowbirds, other exotic predators such as bullfrogs, erosion and sedimentation. Wetland habitat conditions will be measured during regular monitoring intervals identified in the MSHCP Monitoring Plan (see *Section 5.3* of this document). Remedial actions will be recommended if a substantial decline is documented in habitat conditions or native species compared to the baseline (greater presence of exotics) or other apparent threats to habitat conditions. A sample form is presented on the following page to provide consistency in how and what data are collected. The form is not intended to be prescriptive; it may be used as is or modified at the discretion of the Reserve Manager.

5. Existing known or newly observed active raptor nests shall be conserved within the MSHCP Conservation Area. Implementation of this objective will benefit the following species:

- bald eagle
- burrowing owl
- California spotted owl
- Cooper's hawk
- ferruginous hawk
- golden eagle
- merlin
- northern goshawk
- northern harrier
- osprey
- peregrine falcon
- prairie falcon
- sharp-shinned hawk
- Swainson's hawk
- turkey vulture
- white-tailed kite

6. Management activities will be directed toward both existing known Core Areas and species Localities as identified in the species conservation objectives as well as new Core Areas and localities that may be identified in the future.

5.0 Management & Monitoring



FORM FOR ASSESSMENT OF UPLAND AND WETLAND HABITAT CONDITIONS

Date:

Location:

Township: _____ . Range: _____ . 1/4 section _____ .

General Habitat Description:

1. Shrub species density estimate: high ____, medium ____, low ____ (estimate percentage cover for each quarter- section). Dominant species: _____.
2. Shrub species diversity: 1 to 3 ____, 4 to 6 ____, >6 ____.
3. Annual species density estimate: high ____, medium ____, low ____ (estimate percentage cover for each quarter-section). Dominant species: _____.
4. Perennial grasses density estimate: high ____, medium ____, low ____ (estimate percentage cover for each quarter-section). Dominant species: _____.
5. Soils description: _____.
6. Percentage cover rocks and boulders: _____.
7. Presence of stream channels: _____.
8. Evidence of periodic flooding present: _____.
9. Slope/aspect: _____.
10. Elevation: _____.

Existing Disturbance Regime:

Off-road vehicle use: _____.

Horse or foot traffic: _____.

Dog/cat activity: _____.

Garbage dumping: _____.

Sedimentation or erosion: _____.

Fire: _____.

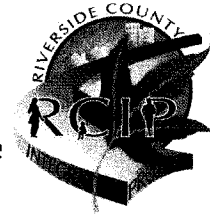
Exotic plant or animal species: _____.

Disturbed habitat: _____.

Recommendations:

Preparer:

5.0 Management & Monitoring

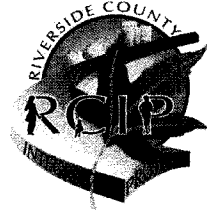


7. Unless otherwise specified in the species-specific conservation objectives, species presence and continued use shall be maintained at 75% of the locations identified for each species in the species accounts, as measured at a minimum once every eight years. Species declines below this threshold, or other thresholds as noted in the species-specific conservation objectives, shall trigger management actions. Specific management actions shall be based on site-specific information and recommendations. These specific management actions will be in addition to ongoing management activities.

The identified 75% threshold is the default lower limit (unless otherwise specified) and may be modified as new data are collected over time. Thresholds shall be determined by the RMOC which will meet five years after initial Permit issuance and every year thereafter to evaluate new data and review species-specific trigger points. It is anticipated that sufficient data will be available to determine species-specific trigger points for management activities by Year 15 after Permit issuance.

8. General management efforts will be directed to respond to natural and anthropogenic disturbance regimes, particularly those that may be causing ecosystem state transition (conversion of one habitat type to another). *Table 5-1* is not intended to prescribe management activities that may need to be undertaken but is intended to identify a common list of considerations and potential actions for Reserve Managers to evaluate. Pre-existing and post-disturbance conditions (*e.g.*, habitat type, slope aspect, anticipated seed bank, accessibility, surrounding habitat types, etc.) and special considerations (*e.g.*, soil type, acreage of disturbance, proximity to undisturbed Habitat, proximity to sensitive wildlife Habitat, etc.) will contribute to determining the appropriate management activities in response to the disturbance regimes.
9. In larger habitat blocks within the MSHCP Conservation Area, fire management activities such as prescribed burning may be determined to be desirable to achieve biological goals within the MSHCP Conservation Area. Such activities shall be considered in the detailed management plans for each management unit within the MSHCP Conservation Area, that will be prepared within five years after approval of the MSHCP. Such fire management activities, if undertaken, must consider both biological resources needs and public health and safety considerations. The risks of uncontrolled wildfire in proximity to developed areas must be a primary consideration when evaluating these types of fire management practices.

5.0 Management & Monitoring



**TABLE 5-1
FACTORS TO BE CONSIDERED IN MANAGEMENT RESPONSES TO
DISTURBANCE REGIMES**

Disturbance Source	Pre-existing/Post-Fire Conditions	Special Considerations	Management Action
FIRE	Native vegetation type Native vs. non-native cover Anticipated seed bank: native vs. non-native, annual vs. perennial Slope gradient Slope aspect (solar orientation) Topography/erosion potential Soil type Fire temperature Accessibility Surrounding Habitat types Nearby and adjacent exotic species populations	Presence of sensitive plant species - Bulbs, etc. Presence of fire-following native species Hydrophobic soil conditions Availability of irrigation Acreage of disturbance Proximity to undisturbed Habitat Proximity to sensitive wildlife Habitat Potential for resprouting Determine target vegetation to reestablish: pioneer, seral, climax community Relationship to MSHCP Conservation Area biological resources : Linkage vs. Core	Establish erosion control where runoff is likely to concentrate Exotic species control only Establish weed control buffer area around burn site Reseed with appropriate native species w/ exotic control Install selected native species container plants that don't establish from seed w/ exotic species control
Disturbed Habitat	Presence of erosion Soil compaction Soil structure damage Access points Slope gradient Native vegetation type Native vs. non-native cover Anticipated seed bank: native vs. non-native, annual vs. perennial Slope aspect (solar orientation) Topography/erosion potential Soil type Equipment accessibility Surrounding Habitat types Nearby and adjacent exotic species populations	Presence of sensitive plant species - Bulbs, etc. Presence of fire following native species Availability of irrigation Acreage of disturbance Proximity to undisturbed Habitat Proximity to sensitive wildlife Habitat Potential for resprouting Determine target vegetation to reestablish: pioneer, seral, climax community Relationship to MSHCP Conservation Area biological resources : Linkage vs. Core Biological value of appropriately-timed grazing for non-native dominated areas	Erect appropriate fence Post signage (No trespassing, Preserve information) Establish erosion control where runoff is likely to concentrate Backfill eroded or soil-damaged areas with appropriate local native soil Establish weed control buffer area around disturbance area Install temporary irrigation system to establish container plants and/or seed Reseed with appropriate native species w/ exotic control Install selected native species container plants that don't establish from seed w/ exotic species control
Exotic Plant Invasion	Exotic species present Native vegetation type Native vs. non-native cover Anticipated seed bank (if any): native vs. non-native, annual vs. perennial	Presence of sensitive plant species - Bulbs, etc. Species reproductive biology, i.e., sexual vs. vegetative Dispersal method, i.e., wind, animal, birds, etc. timing of flowering/seed set Timing of control measures	Removal with hand equipment Chemical treatment Soil solarization Direct removal/replace technique

5.0 Management & Monitoring

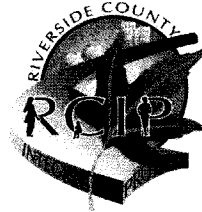
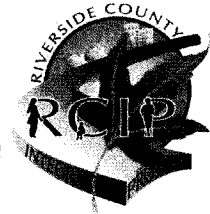


TABLE 5-1 (Cont.)
FACTORS TO BE CONSIDERED IN MANAGEMENT RESPONSES TO
DISTURBANCE REGIMES

Disturbance Source	Pre-existing/Post-Fire Conditions	Special Considerations	Management Action
Sedimentation	<p>Native vegetation type</p> <p>Native vs. non-native cover</p> <p>Anticipated seed bank (if any): native vs. non-native, annual vs. perennial</p> <p>Type of Flow: Perennial, Ephemeral or Intermittent</p> <p>Channel cross section: incisement, etc.</p> <p>Underfit/overfit stream</p> <p>cutbank vs. slip face</p> <p>Streambed particle size: clay, silt, sand, gravel</p> <p>Normal character of flow</p> <p>Adjacent structures to be protected</p>	<p>Presence of sensitive plant species - Bulbs, etc.</p> <p>Stable streambed gradient</p> <p>Existing non-native wetland species propagules upstream</p> <p>Existing native wetland species propagules upstream</p> <p>Flooding likely to recur</p> <p>Upstream flood control structures</p>	<p>Establish erosion control where erosion is likely</p> <p>Exotic species control</p> <p>Establish weed control buffer area around site</p> <p>Install appropriate wattled native plant materials for stream bank stabilization</p> <p>Install geotextile fabric where unstable soil will limit plant reestablishment</p> <p>Install energy dissipating features where flow velocities are expected to be erosive.</p> <p>Install grade stabilizing structures/vegetation</p> <p>Reseed with appropriate native understory species</p> <p>Install selected native species container plants that don't establish from seed</p>
Erosion	<p>Native vegetation type</p> <p>Native vs. non-native cover</p> <p>Anticipated seed bank: native vs. non-native, annual vs. perennial</p> <p>Slope gradient</p> <p>Slope aspect (solar orientation)</p> <p>Topography</p> <p>Soil type</p> <p>Equipment accessibility</p> <p>Surrounding Habitat types</p> <p>Nearby and adjacent exotic species populations</p>	<p>Presence of sensitive plant species - Bulbs, etc.</p> <p>Water source</p> <p>Single or recurring event</p> <p>Extent of erosion feature: rivulets, gullies, etc.</p>	<p>Establish erosion control where erosion is likely</p> <p>Install appropriate wattled native plant materials for stream bank stabilization</p> <p>Install geotextile fabric where unstable soil will limit plant reestablishment</p> <p>Install energy dissipating features where flow velocities are expected to be erosive.</p> <p>Install grade stabilizing structures/vegetation</p> <p>Reseed with appropriate native understory species</p> <p>Install selected native species container plants that don't establish from seed</p>

5.0 Management & Monitoring



As noted in *Table 5-1* above, certain management actions undertaken in response to disturbance regimes may involve efforts to maintain and/or improve existing habitat conditions. Efforts to maintain and/or improve habitat conditions may include maintenance of existing conditions, natural generation or enhancement, or actual habitat creation, associated with a wide-range of effort and cost. Typical definitions for this range of potential actions are provided below. The definitions are presented in order of generally least intense to most intense activities.

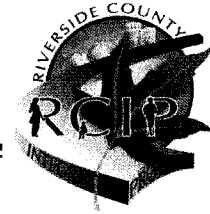
Natural Regeneration: Natural regeneration means allowing a disturbed area to naturally revegetate without introduction of new plantings. Natural regeneration may require some level of maintenance and monitoring activities to ensure that opportunities are provided for passive revegetation to occur.

Maintenance: Maintenance refers to keeping an existing or “restored” Habitat in its existing dynamic condition. A primary maintenance activity is control or elimination of invasive species to allow continued presence or establishment of target native species. Maintenance requirements are often met by using Integrated Pest Management Practices to control or eliminate invasive species over a period of time. Such practices may include cultural mechanical, biological or chemical controls. Other maintenance actions of importance include providing temporary irrigation during the establishment period for “restored” Habitat; removal of anthropogenic trash, litter and debris; and replacing dead plants or overseeding barren areas.

Enhancement: Enhancement refers to increasing or improving and maintaining functions and values in the Habitat through intentional actions. This usually involves removing invasive weed species and replacing them with the appropriate native species.

Revegetation: Revegetation refers to introducing plant materials or seed, generally understood to be non-ornamental but not necessarily native, to a disturbed area. Revegetation means simply to establish plants on a particular site and does not necessarily mean establishment of a particular Vegetation Community or habitat type. For example, one could revegetate a site

5.0 Management & Monitoring



with a mixture of non-native, chaparral and coastal sage scrub species- the site would be revegetated but a particular Habitat would not necessarily be created.

Restoration: Restoration means returning a site to a pre-existing condition. This generally also involves re-establishment of habitat functions and values that previously existed on a now degraded site.

Creation: Creation means converting an existing land cover to a new Vegetation Community that did not previously exist on the site. Creation generally refers to conversion of persistent non-wetland Habitat into wetland Habitat. Creation generally requires creation of hydrology by grading to achieve the appropriate ground elevation in relationship to the water table and/or creation of stream flow through the site.

► **Species-Specific Management Activities**

In order to summarize important species-specific issues and relationships, a species matrix was created. Core locations, primary habitat type, and known threats for each species were identified. Core locations for a species include areas that serve as large habitat blocks, areas with core locations, or areas serving as Linkages. Primary habitat type refers to the type of Habitat in which a species is most commonly found and which is essential to the species' life history, although that species may occur in other habitat types. Known threats include only those threats that have been demonstrated to negatively affect a species. This information was used to identify species-specific management activities for each species.

Table 5-2, the MSHCP Covered Species Management Matrix, identifies the General Management Measures and species-specific management activities for each Covered Species. The matrix incorporates the core locations, primary Habitats and threats information assembled for each species as noted above. Management activities are intended to address identified threats to species. The matrix also notes the key Management Units within which the species are located.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
AMPHIBIANS arroyo toad <i>Bufo californicus</i>	3	2, 3, 4, 5	San Jacinto River, Baulista Creek, Indian Creek, San Juan Creek, Arroyo Seco, Temucula Creek, Wilson Creek, Vail Lake, Tenaja Creek, Los Alamos.	Riparian scrub, woodland & forest	Flood control; altered hydrology; exotic, invasive and competing plant species; farming and disking; sand and gravel mining; sheep and cattle grazing; recreation; off-road vehicles; and predation by raccoons and non-native fish and amphibians.	General Management Measure 4. Reserve Managers will maintain ecological processes within occupied Habitat and suitable new areas within the MSHCP Conservation Area, given existing constraints and activities covered under the MSHCP. At a minimum, these areas will include portions of San Juan Creek, San Jacinto River, Indian Creek, Baulista Creek, Wilson Creek, Temucula Creek, Arroyo Seco, Tenaja Creek, Los Alamos Creek and Vail Lake, which are important to the arroyo toad. The ecological processes and breeding populations will be maintained as a result of management measures with regard to alteration of hydrology and flood control, non-native plant species, farming, mining, grazing, recreation, and predation.
California red-legged frog <i>Rana aurora draytonii</i>	3	3, 4	Santa Rosa Plateau (Cole Creek) and the southern Santa Ana Mountains.	Meadows and marshes, riparian scrub, woodland & forest, ponds.	Flood control; altered hydrology; exotic, invasive and competing plant species; aggregate mining; human collection, pesticides and herbicides; predation by introduced fishes, bullfrogs, and crayfish; predation by raccoons and opossums; disease; and parasites.	General Management Measure 4. Reserve Managers will maintain ecological processes within occupied Habitat and appropriate new areas within the MSHCP Conservation Area. At a minimum, these areas will include the Santa Rosa Plateau, San Mateo Wilderness area of the Cleveland National Forest, Squaw Mountain, Averocella Mesa Redondo Mesa, Alamos Canyon, and surrounding areas. Reserve Managers will determine if successful reproduction is occurring within the MSHCP Conservation Area as measured by the presence/absence of tadpoles, egg masses, or juvenile frogs once a year for the first 5 years after permit issuance and then as determined by the Reserve Management Oversight Committee (but not less frequently than every 8 years). The ecological processes and breeding population(s) will be maintained as a result of management measures with regard to alteration of hydrology and flood control, non-native plant species, mining, human collection, and predation.
coast range newt <i>Taricha tarosia tarosia</i>	3	3, 4	Santa Ana Mountains	Grassland, Meadows and Marshes, Riparian Scrub, Woodland & Forest, Water, Woodlands & Forest	Altered hydrology; exotic, invasive and competing plant species; human collection; predation by introduced fish and crayfish.	General Management Measure 4. Reserve Managers will maintain ecological processes within occupied Habitat and appropriate new areas within the MSHCP Conservation Area. At a minimum, these areas will include the Santa Rosa Plateau, San Mateo Wilderness area of the Cleveland National Forest, Squaw Mountain, Averocella Mesa Redondo Mesa, Alamos Canyon, and surrounding areas. Reserve Managers will determine if successful reproduction is occurring within the MSHCP Conservation Area as measured by the presence/absence of tadpoles, egg masses, or juvenile frogs once a year for the first 5 years after permit issuance and then as determined by the Reserve Management Oversight Committee (but not less frequently than every 8 years). The ecological processes and breeding population(s) will be maintained as a result of management measures with regard to alteration of hydrology and flood control, non-native plant species, mining, human collection, and predation.
mountain yellow-legged frog <i>Rana mucosa</i>	3	2, 3	San Jacinto Mountains and foothills	Montane coniferous forest, riparian scrub, water	Water quality, recreational activities and predation by non-native fish and bullfrogs.	General Management Measure 4. Reserve Managers will maintain ecological processes (with particular emphasis on removing non-native predatory fish and bullfrogs) within occupied Habitat and suitable new areas within the MSHCP Conservation Area. At a minimum, these areas will include areas above 370 meters at the North Fork of the San Jacinto River (including Dark Canyon), Fuller Mill Creek, and Hall Canyon above Lake Fulmor. Reserve Managers will maintain successful reproduction within the MSHCP Conservation Area as measured by the presence/absence of tadpoles, egg masses, or juvenile frogs once a year for the first 5 years after permit issuance and then as determined by the Reserve Management Oversight Committee (but not less frequently than every 8 years). The ecological processes and breeding population(s) will be maintained as a result of management measures with regard to alteration of water quality and predation.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
western spadfoot <i>Scaphiopus hammondi</i>	2	2, 3, 4, 5	Riverside lowlands and San Jacinto foothills bioregions, Santa Rosa Plateau	Playas and Vernal Pools	Altered hydrology, exotic, invasive and competing plant species; farming and discing; mining; sheep and cattle grazing; off-road vehicles; and predation by musquillofish and bullfrogs.	General Management Measure 4. Reserve Managers will maintain or improve habitat quality at all locales within the MSHCP Conservation Area by preserving the watersheds and hydrological processes within the vernal pools, temporary ponds, and drainages that support the potential habitat, and by selectively rehabilitating or revegetating all such areas that are currently fragmented or otherwise degraded by, for instance, infestations of exotic plants and animals. Each Reserve Manager responsible for a Core Area identified in the Species Account will evaluate the condition of the sites and vegetation within the Core Areas and maintain a program to enhance and/or create primary habitats within the Core Areas. Reserve Managers will maintain successful reproduction at a minimum of 75% of the conserved breeding locations as measured by the presence/absence of tadpoles, egg masses, or juvenile loads once every 8 years. The hydrological processes and breeding population(s) will be maintained as a result of management measures with regard to alteration of hydrology, non-native plant species, farming, mining, grazing, off-road vehicle use and predation.
American bittern <i>Botaurus lentiginosus</i>	2	1, 2, 4, 5	Santa Ana River/Prado Basin, Mystic Lake, Lake Jacinto Wildlife Area, Collier Marsh	Freshwater marsh	Draining of marshes; human disturbance, overgrazing, pesticides.	General Management Measure 4. Reserve Managers will enhance and/or create additional habitat and/or nesting areas in the Santa Ana River/Prado Basin, San Jacinto Wildlife Area/Mystic Lake, Collier Marsh, Temescal Wash, Temescal Creek, Lake Mathews, Vail Lake, Lake Peris and Lake Skinner areas. Reserve Managers will identify, protect, buffer from disturbance with a 100-meter buffer, and monitor through time existing and future-identified nesting and foraging habitat in the MSHCP Conservation Area. In order to assure the continued presence of American Bittern at a minimum of 50% of the locations in the MSHCP Conservation Area where the species has been known to occur, Reserve Managers will demonstrate presence/absence at least once every 8 years. Reserve Managers will ensure habitat support functions within the MSHCP Conservation Area by maintaining, preserving, and/or enhancing hydrological processes on the Santa Ana River and any other river systems important to maintain the integrity of nesting sites in the MSHCP Conservation Area. Particular management emphasis will be given to grazing, recreation and hunting activities, as well as pesticide use.
bold eagle <i>Haliaeetus leucoccephalus</i>	1	1, 2, 4, 5	Santa Ana River/Prado Basin, Mystic Lake, Lake Peris, Lake Elsinore, Lake Mathews, Lake Skinner, Vail Lake, Diamond Valley Lake	open water, riparian habitat within Prado Basin/Santa Ana River	Habitat loss, pesticides, persecution, human disturbance resulting from recreational activities.	General Management Measure 4. Reserve Managers will manage known and future occurrences of bald eagle for hunting and recreational activities, as well as pesticide use. Reserve Managers (including at Lake Peris) will identify, protect, buffer from disturbance with a 100-meter buffer (buffering consistent with the recreational activities at Lake Peris), and monitor through time existing and future-identified nesting and foraging habitat in the MSHCP Conservation Area.
Balds sage sparrow <i>Amphispiza belli bellii</i>	2	1, 2, 4, 5	Junipera Mountains, Lakeview Mountains, Lake Peris, Badlands, Box Springs Mountains, Lake Mathews-Estelle Mountain, Wasson Canyon, Secco Hills, Hogbaecks, Lake Skinner/Diamond Valley Lake, Vail Lake/Wilson Valley/Aguanga, Tule Valley	Chaparral, coastal sage scrub, desert scrub	Alteration of natural fire regime, loss of habitat due to agricultural conversion and development.	Reserve Managers responsible for a Core Area will evaluate the condition of the sage sparrow habitat within the Core Area and maintain a program to enhance and/or create suitable habitat within the Core Area to keep the coastal sage scrub vegetation within 10% of the baseline value within the areas defined in Objective 1 of the Species Account. Reserve Managers will conserve habitat linkages between Core Areas and other areas important for dispersal at the Junipera Mountains, Roche Canyon, and San Timoteo Creek. Particular management emphasis will be given to alteration of the natural fire regime and protection by domestic animals within the MSHCP Conservation Area.
black-crowned night heron <i>Nycticorax nycticorax</i>	2	1, 2, 4, 5	Santa Ana River/Prado Basin, San Jacinto Wildlife Area, Mystic Lake, Collier Marsh	Primary: freshwater marsh, riparian scrub, woodland & forest; secondary: playas and vernal pools, cismontane alkali marsh	Flood control, habitat destruction, human disturbance, and environmental contaminants.	General Management Measure 4. Reserve Managers will enhance and/or create additional nesting areas in the Santa Ana River/Prado Basin, San Jacinto Wildlife Area/Mystic Lake, Collier Marsh, Lake Mathews, Vail Lake, and Lake Skinner areas. Reserve Managers will identify, protect, buffer from disturbance with a 100-meter buffer, and monitor through time nest sites in the MSHCP Conservation Area. Reserve Managers will manage future-identified nesting localities within the MSHCP Conservation Area. Reserve Managers will ensure habitat support functions within the MSHCP Conservation Area by maintaining hydrological processes, specifically seasonal flows in the Santa Ana River.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
black swift (breeding) <i>Cyanooides niger</i>	1	3	Tahquitz Creek located within the San Jacinto Wilderness Area, potential nest site at north fork of San Jacinto River	Montane coniferous forest, oak woodlands & forest	Recreational activities within vicinity of nest sites such as rock climbing, hiking, bicycling, and loss of nest sites due to human activities such as water diversions, mining, and housing developments.	General Management Measure 4. Reserve managers will manage the known and future nesting locations of this species where proximate to existing or proposed recreational activities, particularly trail systems.
burrowing owl <i>Athene cucularia</i> <i>hypugaea</i>	3	1, 2, 4, 5	Along Santa Ana River, playa west of Hemet, Lake Perris/Mystic Lake, Lake Skinner/Diamond Valley Lake, Lake Mathews, Valle Vista	Primary: grassland; secondary: Agriculture (field crops), playas and vernal pools	Loss of habitat, reduced burrow availability due to rodent control, and pesticide use.	Reserve Managers will manage known and future occurrences of this species with regard to habitat loss and use of rodenticides and pesticides. Reserve Managers will conduct presence/absence surveys for burrowing owl where potential habitat occurs within the MSHCP Conservation Area prior to conducting activities that may negatively affect the burrowing owl. Surveys will be conducted within 30 days prior to disturbance. Take of active nests will be avoided as described in the BMPs included in Appendix C of this document. Passive relocation (use of one way doors and collapse of burrows) will occur when owls are present outside the nesting season. Translocation sites for the burrowing owl will be created in the MSHCP Conservation Area for the establishment of new colonies. Translocation sites will be identified, taking into consideration unoccupied habitat areas, presence of burrowing mammals, existing colonies and effects to other Covered Species. The Wildlife Agencies will concur with the site selection prior to translocation site development.
cactus wren <i>Campylorhynchus</i> <i>brunneicapillus</i>	3	2, 4, 5	Chino Hills, The Badlands, Box Springs Mountains, Lake Mathews-Estelle Mountain Reserve, Albernath, Motts-Rimrock Reserve, Lake Perris/Mystic Lake area including Bernasco Hills, Lake Skinner, Vail Lake, Wilson Valley, Aqungua, Tomocula area	Coastal sage scrub, desert scrub, Riversidean alluvial fan sage scrub	Habitat loss and fragmentation from urbanization and agricultural development, fire and fire suppression, predation pressure.	Each Reserve Manager responsible for a Core Area identified in the Species Account will evaluate the condition of cactus patches within the Core Area and maintain a program to enhance and/or create cactus patches, the preferred microhabitat, within the Core Area to keep the areal extent of cactus patches within 10% of that present at the base line surveys. Within each Core Area, Reserve Managers will maintain occupancy of at least 80 percent of the cactus when habitat determined to be occupied using existing information and baseline surveys. Baseline surveys of the Core Areas will be conducted as necessary (i.e., where no existing information exists) to determine the number of acres occupied by cactus when within each Core Area. Particular management emphasis will be given to fire and fire suppression activities, grazing, farming, competition from non-native species, and habitat fragmentation and transition.
California horned lark <i>Eremophila alpestris acida</i>	2	1, 2, 4, 5	Prado Basin, Mystic Lake/San Jacinto Wildlife Area, Wasson Canyon, Moreno Valley/March ARB, Murrieta/Murrieta Hot Springs area	Agriculture, grassland, chenoplane alkali marsh, playas and vernal pools, Riversidean alluvial fan sage scrub, coastal sage scrub	Habitat fragmentation and destruction, pesticides.	Reserve Managers will manage known and future occurrences of this species for pesticide use and habitat fragmentation and destruction.
California spotted owl <i>Strix occidentalis</i> <i>occidentalis</i>	2	3	Montane coniferous forest, oak woodlands & forest	Montane coniferous forest, oak woodlands & forest	Loss of habitat due to clear-cutting and degradation of habitat due to even-aged tree management, urban and suburban expansion, water development, agricultural development, fuel wood harvest, reservoir development, mining	Reserve Managers will manage micro habitat (i.e., old-growth forest) and integrate monitoring and management programs for the California spotted owl and the San Bernardino flying squirrel. Reserve Managers will manage the known nesting locations and potential nesting habitat (e.g., habitat that consists of large blocks of mature forest with large trees and strags for nesting, dense, multi-layered canopy cover for roost seclusion, and a permanent water source, consistent with the species' needs) within the San Jacinto, San Bernardino, and Santa Ana mountains. Particular management emphasis will be given to fire and fire suppression activities, alteration of hydrology, farming, mining, logging and firewood harvesting.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
coastal California gnatcatcher <i>Polyptila californica</i> <i>californica</i>	2	1, 4, 5	Norco Hills, Alberhill, El Cerrito, Lake Mathews-Estelle Mountain, Alberhill, North Peak Conservation Bank/Meadowbrook, Wasson Canyon, Railroad Canyon, portions of the Duail Valley area, Secco Hills, Hopbacks, Lake Skinner, Buck Road to Pourroy Road east of Murrieta Hot Springs, Murrieta Hot Springs, Rancho California to De Portola Road, Vail Lake/Wilson Valley including the eastern Temecula Creek area	Coastal sage scrub, riverside/lowland fan sage scrub, desert scrub	Habitat destruction, fragmentation and adverse modification, agricultural use, such as grazing and field crops, air pollution, increases in fire frequency and the introduction of exotics.	Each Reserve Manager responsible for a Core Area as identified in the Species Account will evaluate the condition of the sage scrub vegetation within the Core Area and maintain a program to enhance and/or create sage scrub within the Core Area to keep the percent cover of coastal sage scrub vegetation within 10% of the baseline value within the areas defined in Objective 1 of the Species Account. Reserve Managers will maintain occupancy of at least 80 percent of the occupied gnatcatcher habitat, as determined using existing information and baseline surveys, within each Core Area. Reserve Managers will maintain (once every three years) continued use of air successful reproduction at 75% of the Core Areas. Successful reproduction is defined as a nest which fledged at least one known young. Conduct baseline surveys as necessary (i.e., where no existing information exists) to determine the number of acres occupied by gnatcatchers within each Core Area. Particular management emphasis will be given to fire and fire suppression activities, farming, grazing, domestic animals, habitat fragmentation and transition, and competition with non-native species.
Copier's hawk <i>Accipiter cooperii</i>	2	1, 2, 3, 4, 5	Prado Basin/Santa Ana River, San Timoteo Canyon, Temescal Wash, Wasson Canyon, Slater Canyon, Santa Rosa Plateau, West, Temecula Creek, Murrieta Creek, Tualoia Creek, San Bernardino National Forest, Cleveland National Forest, Vail Lake, Wilson Valley	Riparian scrub, woodland & forest, oak woodlands & forest, montane coniferous forest	Habitat destruction and degradation due to urbanization and development, human disturbance at nest sites, timber harvests, and pesticides.	General Management Measure 4. Reserve Managers will evaluate the condition of the riparian vegetation within the Core Areas and maintain a program to enhance and/or create riparian habitat within the Core Areas. Reserve Managers will maintain the hydrological processes within the drainages that support the potential habitat for this species and will selectively rehabilitate or revegetate all such potential habitat areas that are currently fragmented or otherwise degraded by, for instance, infestations of exotic plants and animals. Reserve Managers will manage any nesting locations found in the future within the MSHCP Conservation Area. Particular management emphasis will be given to habitat destruction and degradation, timber harvesting, pesticide use and human disturbance at nest sites.
double-crested cormorant <i>Phalacrocorax aurilus</i>	2	1, 2, 4, 5	Rookery in Prado Basin/Santa Ana River	Water, wetland vegetation communities within Prado Basin/Santa Ana River	Flood control measures, habitat destruction, human persecution, pesticides and disease.	General Management Measure 4. Reserve Managers will ensure habitat support functions within the MSHCP Conservation Area by maintaining, preserving, and/or enhancing hydrological processes within the following: Lake Mathews, Diamond Valley Lake, Lake Skinner, Lake Elsinore, Vail Lake, Lake Perris, Mystic Lake and Prado Basin/Santa Ana River. Reserve Managers will manage the known double-crested cormorant rookery in the Santa Ana River drainage/Prado Basin, as well as future rookeries. Particular management emphasis will be given to pesticide use, flood control measures and habitat destruction, and human persecution.
gowny woodpecker <i>Picoides pubescens</i>	2	1, 2, 4, 5	Prado Basin/Santa Ana River, Temescal Canyon, Alberhill Creek, Temecula Creek, Vail Lake	Riparian scrub, woodland & forest, Oak woodland and forest	Habitat destruction and fragmentation, loss of snags	General Management Measure 4. Reserve Managers will ensure habitat support functions by maintaining, preserving, and/or enhancing hydrological process of Prado Basin/Santa Ana River. Reserve Managers will manage known and future identified nesting localities and protect micro-habitat (i.e., groups of large snags) in potential nesting habitat. Particular management emphasis will be directed toward preventing habitat destruction (e.g., cattle grazing) and fragmentation.
feruginous hawk <i>Buteo regalis</i>	1	1, 2, 4, 5	Agriculture (field crops), grassland, cismontane alkali marsh, playa and vernal pool, Riversidean alluvial fan sage scrub, coastal sage scrub, desert scrub, peninsular juniper woodland and scrub, and riparian scrub, woodland, and forest	Agriculture (field crops), grassland, cismontane alkali marsh, playa and vernal pool, Riversidean alluvial fan sage scrub, coastal sage scrub, desert scrub, peninsular juniper woodland and scrub, and riparian scrub, woodland, and forest	Habitat destruction and fragmentation, agriculture.	General Management Measure 1.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
golden eagle <i>Aquila chrysaetos</i>	2	1, 2, 3, 4, 5	Nest sites at Double Butte, Elsinore Peak, Temecula Gorge, hills east of Sun City, Rawson Canyon, in hills north of Aguanga west of State Route 371	Chaparral, coastal sage scrub, desert scrub, grassland, playa and vernal pools, Riversidean alluvial fan sage scrub, oak woodlands & forest	Human disturbance of nest areas, urbanization, poaching, transmission lines, habitat loss and fragmentation.	Reserve Managers will buffer from disturbance, and monitor and manage through time known nesting locations at Temecula Gorge, in the hills north of Aguanga west of State Route 371, at Elsinore Peak, Rawson Canyon. Buffering of the nest sites will include Conservation of Undeveloped Habitat in the Criteria Area and MSHCP Conservation Area within a one mile radius around each of the nest site locations and may include a variety of habitats. Monitoring and management will be used to demonstrate continued (once every eight years) use and successful reproduction at 75% of the known nesting localities (including any nesting localities identified in the MSHCP Conservation Area in the future).
grasshopper sparrow <i>Ammodramus saviannorum</i>	2	1, 2, 4, 5	Prado Basin, Lake Perris/Mystic Lake/Santa Jacinto Wildlife Area, Santa Rosa Plateau, Lake Skinner/Diamond Valley Lake, Lake Mathews-Estelle Mountain, Wasson Canyon, Murrieta Hot Springs	Grassland	Habitat loss, degradation, and fragmentation; extensive and intensive grazing; and predation.	Reserve Managers will conduct surveys for grasshopper sparrow on all conserved lands with suitable habitat within 3 years after they are added to the MSHCP Conservation Area. Results will be used to update the baseline distribution and determine the number of occupied Core Areas as defined under Objective 1 of the Species Account, and direct management activities within the MSHCP Conservation Area. Reserve Managers will maintain occupancy within 3 large Core Areas (100%) and at least 3 of the 4 smaller Core Areas (75%) in at least 1 year out of any 5 consecutive year period. Five of the 7 Core Areas will be demonstrated to support at least 20 grasshopper sparrow pairs with evidence of successful reproduction within the first 5 years after permit issuance. Each Reserve Manager responsible for a Core Area will evaluate the condition of the grassland vegetation within the Core Area and maintain a program to enhance, restore, and/or create grassland, with an emphasis on native grasslands, within the Core Area to keep the percent cover of grassland within 10% of the baseline value in the areas defined in Objective 1 of the Species Account.
great blue heron <i>Ardea herodias</i>	2		Mystic Lake/Santa Jacinto Wildlife Area, Santa Ana River/Prado Basin, Lake Skinner, Collier Marsh	Freshwater marsh, playas and vernal pools, riparian scrub, woodland, and forest, and dismontane alkali marsh	Habitat destruction and conversion, pesticide use, disturbance of nest sites during breeding.	General Management Measure 4. Reserve Managers will manage the 3 known and historic breeding localities (Santa Ana River/Prado Basin, Lake Skinner, and Collier Marsh) for habitat conversion and pesticide use. Reserve Managers will identify, protect, buffer from disturbance with a 100-meter buffer, and monitor through time nest sites in the MSHCP Conservation Area. Reserve Managers will manage future-identified nesting localities within the MSHCP Conservation Area. Reserve Managers will ensure habitat support functions within the MSHCP Conservation Area by maintaining hydrological process, specifically seasonal flows in the Santa Ana River.
least bell's vireo <i>Vireo belli pusillus</i>	2	1, 2, 4, 5	Prado Basin/Santa Ana River, San Timoteo Canyon, Temescal Wash (including Alberhill Creek), Wockingbird Canyon, Alumeta Creek, Temecula Creek, Lake Skinner (including Rawson Canyon), Vail Lake, Wilson Creek	Riparian scrub, woodlands and forest	Loss and degradation of riparian habitat, loss and modification of hydrological and fluvial processes, flood control, infestation of non-native species, ground water withdrawal, mesquite control, edge effects and loss of native/buffer areas, mining, sheep and cattle grazing, habitat fragmentation, and parasitism by brown-headed cowbird.	General Management Measure 4. Reserve Managers will ensure (once every 3 years) the continued use of, and successful reproduction at, 75% of the known vireo occupied habitat (including any nesting locations identified in the MSHCP Conservation Area in the future). Reserve Managers will manage the known and future occurrences of this species with regard to flood control measures, altered hydrology, competition with non-native species, parasitism by brown-headed cowbird, mining, grazing, and habitat fragmentation. Reserve Managers will buffer known and future nest sites from disturbance within a 100-meter buffer. Reserve Managers will manage future-identified nesting localities within the MSHCP Conservation Area.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
Lincold's sparrow (breeding) <i>Meospiza lincolni</i>	1	3		Primary: meadows & marshes, montane riparian. Secondary: chaparral, coastal sage scrub, grassland, freshwater marsh, Peninsular juniper woodland, riparian scrub, woodland and forest, oak woodland and forest, and Riversidean alluvial fan sage scrub.	Sheep and cattle grazing, human disturbance of nest sites, logging, herbicides.	General Management Measures 1 and 4.
loggerhead shrike <i>Lanius ludovicianus</i>	2	1, 2, 4, 5	Prado Basin/Santa Ana River, Lake Perris/Mystic Lake, the Badlands, Lake Mathews/ Estelle Mountain, Wasson Canyon, Wildomar, Temecula Creek, Quail Valley, San Jacinto Valley, Moreno Valley, Homestead/Winchester/Menifee area.	Agriculture, grassland, cismontane alkali marsh, playas and vernal pools, desert scrub, montane coniferous forest, riparian scrub woodland and forest, Riversidean alluvial fan sage scrub, Peninsular juniper woodland, riparian scrub, woodland and forest, oak woodland and forest.	Habitat destruction and conversion, fertilizer and pesticide use, competition with human tolerant species.	Reserve Managers will manage Habitat Linkages and movement corridors between Core Population Areas in order to allow for dispersal and movement of loggerhead shrike throughout the Plan Area and to areas outside of the Plan Area. Reserve Managers will manage known and future occurrences of this species for Habitat conversion and fertilizer and pesticide use. Reserve Managers will ensure (once every 8 years) the continued use of, and successful reproduction at, 75% of the Core Areas.
MacGillivray's warbler <i>Opornis tolmiei</i>	1	1, 2, 3, 4, 5		Chaparral, coastal sage scrub, desert scrub, montane coniferous forest, riparian scrub woodland and forest, Riversidean alluvial fan sage scrub, Oak woodland and forest.	Clear-cut timber harvesting, ranching activities, pesticide use.	General Management Measures 1 and 4.
merlin <i>Falco columbarius</i>	1	1, 2, 4, 5		Agriculture, grassland, meadows and marshes, cismontane alkali marsh, freshwater marsh, playas and vernal pools.	Habitat loss and conversion.	General Management Measure 1.
mountain plover <i>Charadrius montanus</i>	3	2	San Jacinto River floodplain, Mystic Lake/San Jacinto Wildlife Area	Playas and vernal pools	Farming and discing, sheep and cattle grazing, conversion of grassland Habitat, and decline of native herbivores.	Reserve Managers will manage this species with regard to farming, grazing, conversion of grassland Habitat and decline of native herbivores.
mountain quail <i>Oreonyx pictus</i>	1	2, 3, 4, 5		Chaparral, woodlands and forest, montane coniferous forest.	Loss of Habitat due to human development, livestock grazing, fire exclusion, water developments.	General Management Measure 1.
Nashville warbler <i>Vermivora ruficapilla</i>	2	1, 2, 3, 4, 5	Pine Cove, Lake Fulmor within San Bernardino National Forest	Chaparral, coastal sage scrub, desert scrub, montane coniferous forest, riparian scrub, woodland, and forest.	Loss of Habitat due to modification by humans.	General Management Measure 4. Reserve Managers will manage the known and future nesting locations of this species for loss of Habitat due to modification by humans.
northern goshawk <i>Accipiter gentilis</i>	2	3	Nest sites at Lake Fulmore and San Jacinto Wilderness area and Tahequia Valley.	Oak woodlands and forests, montane coniferous forest.	Falconry and logging.	Reserve Managers will manage this species in order to demonstrate continued (once every three years) use and successful reproduction at a minimum of 75% of the known nesting localities (including any nesting localities identified in the MSHCP Conservation Area in the future). Reserve Managers will protect and buffer from disturbance the known nest sites and any additional nesting locations found in the MSHCP Conservation Area. Buffering of the nest sites will include limiting human activities within a 250 meter radius around each of the nest site locations during the breeding season. Protection is the conservation of at least 1.6 square kilometers of suitable nesting Habitat around each known nest. Reserve Managers will manage this species with regard to falconry and logging.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
northern harrier (breeding) <i>Circus cyaneus</i>	3	1, 2, 4, 5	Chino Hills, Mystic Lake/Sun Jacinto Wildlife Area, Lake Skinner, Lake Matthews-Estelle Mountain, Lake Elsinore grasslands/Collar Marsh, Vail Lake/Wilson Valley/east Temecula Creek, Garner Valley	Primary: cismontane alkali marsh, freshwater marsh, playas and vernal pools, grassland; Secondary: riparian, alluvial fan sage scrub, coastal sage scrub.	Destruction of wetlands habitat, native grassland, and meadows, and burning and plowing of nesting areas during early stages of the breeding cycle.	Reserve Managers will manage this species in order to maintain (once every 5 years) the continued use of, and successful reproduction at, 75% of the known nesting areas (including any nesting locations identified in the MSHCP Conservation Area in the future). Reserve Managers will conserve and buffer from disturbance the known nesting locations listed in Objective 2 of the Species Account. Buffering will include the conservation of Habitat within a 250 meter radius around each of the nest site locations and may include a variety of habitats. Particular management emphasis will be given to habitat loss and conversion, fire and fire abatement measures during the early stages of the breeding cycle.
osprey <i>Pandion haliaetus</i>	2	1, 2, 4, 5	Santa Ana River, Lake Perris, Mystic Lake, Lake, Riparian Habitat within Prado Basin/Santa Ana River, Siltmar, Lake Hemet, Lake Matthews, Lake Elsinore, Canyon Lake, Vail Lake	Riparian Habitat within Prado Basin/Santa Ana River, water	Timber extraction and shoreline development, pesticides.	General Management Measure 4. Reserve Managers will manage any nesting locations known or identified in the MSHCP Conservation Area in the future. Reserve Managers (including at Lake Perris) will identify, protect, buffer from disturbance with a 100-meter buffer (buffering consistent with the recreational activities at Lake Perris), and monitor through time existing and future-identified nesting and foraging habitat in the MSHCP Conservation Area. Management emphasis will be given to logging and firewood harvesting and pesticide use.
peregrine falcon <i>Falco peregrinus</i>	1	1, 2, 4, 5	Water, riparian Habitat within Prado Basin/Santa Ana River.	Water, riparian Habitat within Prado Basin/Santa Ana River.	Pesticides.	General Management Measure 4. Reserve Managers will manage the known and future occurrences of this species with regard to pesticide use. Reserve Managers will identify, protect, buffer from disturbance with a 100-meter buffer, and monitor through time the open water bodies identified in Objective 1 of the Species Account.
prairie falcon (breeding) <i>Falco mexicanus</i>	1	2, 5	Playas and vernal pools, desert scrub, grassland, Riversidean alluvial fan sage scrub, coastal sage scrub	Playas and vernal pools, desert scrub, grassland, Riversidean alluvial fan sage scrub, coastal sage scrub	Habitat loss, pesticides.	Reserve Managers will manage cliff faces capable of supporting nesting prairie falcons.
purple martin <i>Progne subis</i>	3	1, 2, 3, 4, 5	Nest sites at Dripping Springs, Thomas Mountain, and potentially in Cleveland National Forest	Montane coniferous forest, riparian scrub, woodland & forest, oak woodlands & forest	Loss of riparian habitat, removal of snags, and competition for nest cavities by house sparrows and European starlings.	General Management Measure 4. Reserve Managers will manage the two known nest sites for house sparrows or European starlings competing for the nest cavities. If competition is occurring, removal of house sparrows or European starlings may be required. Reserve Managers will augment nesting areas with potential artificial nest sites using gourds if possible. Management actions may include closing roads near a nest site, fencing hiking trails, or fencing potential access points during the breeding season of the purple martin. Reserve Managers will manage known and future identified nesting localities and protect micro-Habitat (i.e., groups of large snags) in potential nesting habitat.
sharp-shinned hawk <i>Accipiter striatus</i>	1	1, 2, 3, 4, 5	Chaparral, coastal sage scrub, desert scrub, montane coniferous forest, riparian scrub, woodland & forest.	Chaparral, coastal sage scrub, desert scrub, montane coniferous forest, riparian scrub, woodland & forest.	Logging and firewood harvesting, pesticides.	General Management Measure 1.
Southern California rufous-crowned sparrow <i>Aimophila ruficeps canescens</i>	2	1, 2, 4, 5	Box Springs Mountains, Lake Perris, Badlands, Lake Mathews-Estelle Mountain, Gavilan Plateau, west of Lake Elsinore, Wasson Canyon, Santa Rosa Plateau, Lake Skinner, De Porcia road east of Bachelor Mountain, Hogbacks, Wilson Valley	Primary: coastal sage scrub, desert scrub, Riversidean alluvial fan sage scrub; Secondary: grassland, chaparral	Loss of habitat for agriculture and urban development, predation and harassment by domestic and native predators, fire suppression.	Each Reserve Manager responsible for a Core Area will conduct baseline surveys as necessary (i.e., where no existing information exists) to determine the number of acres occupied by rufous-crowned sparrows within the Core Area. Each Reserve Manager responsible for a Core Area will evaluate the condition of the sage scrub vegetation within the Core Area and maintain a program to enhance and/or create sage scrub within the Core Area to keep the coastal sage scrub vegetation within 10% of the acreage defined in Objective 1 of the Species Account. Reserve Managers will maintain occupancy of at least 80 percent of the occupied rufous-crowned sparrow habitat, as determined using existing information and baseline surveys, within each Core Area. Additional management measures will address predation and harassment by domestic cats and dogs and competition from non-native species.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
southwestern willow flycatcher <i>Empidonax traillii eximius</i>	3	1, 2, 4, 5	Prado Basin, Santa Ana River, Temescal Wash, Tenejuda Creek, Murrieta Creek, San Timoteo Creek, Vail Lake	Riparian scrub, woodland & forest, excluding amariak scrub and mule fat scrub	Habitat destruction and modification for grazing activities, urban and agriculture development, water diversion and impoundment, channelization, off-road vehicle and other recreational uses, and hydrological changes. Invasions by non-native plants, nest parasitism by the brown-headed cowbird.	General Management Measure 4. Reserve Managers will manage this species in order to maintain (once every 3 years) the continued use of, and successful reproduction at, 75% of the known southwestern willow flycatcher occupied Core Areas (including any nesting locations identified in the MSHCP Conservation Area in the future). Reserve Managers will develop a species-specific management plan or general management plan element that clearly identifies conservation measures to ensure, to the extent possible, that the species has sufficient suitable habitat and that the species is not impacted by such environmental perturbations as fire, environmental contaminants, fragmentation-induced phenomena such as mesopredator release, and the direct and indirect impacts associated with cattle grazing, and the presence of non-native plants and animals. Reserve Managers will manage the riparian habitats within the current documented locations of the southwestern willow flycatcher at the Prado Basin, Santa Ana River, Tenejuda Creek, Vail Lake, Box Springs Mountain, Alberhill Creek, Santa Rosa Plateau Nature Reserve, Lake Skinner, Baulista Creek, and Potrero Creek. Reserve Managers will maintain or improve the potential flycatcher habitat (including potential Core and satellite Areas and Habitat Linkages) in and along Temescal Wash, Wasson Canyon, Murrieta Creek, Wilson Valley, Baulista Creek, Tenejuda Creek, and San Timoteo Canyon. Management emphasis will be given to maintaining or improving hydrological processes within the drainages that support the potential habitat and by selectively restoring, rehabilitating or revegetating all such areas that are currently fragmented or otherwise degraded by, for instance, infestations of exotic plants and animals. Reserve Managers will also manage this species for cowbird parasitism. Reserve Managers will buffer known and future nest sites from disturbance within a 100-meter buffer.
Swinson's hawk <i>Buteo swainsoni</i>	1	1, 2, 4, 5		Agriculture, grassland, cismontane alkali marsh, playas and vernal pools, coastal sage scrub, Riverside alluvial sage scrub, Peninsular juniper woodland and scrub, riparian woodlands & forest	Possibly loss of nest sites on breeding grounds due to agricultural operations, pesticides.	General Management Measure 1.
tree swallow <i>Ichthyophaga bicolor</i>	2	1, 2, 4, 5	Prado Basin, Santa Ana River (breeding populations), Wasson Canyon, Tenejuda Creek, Lake Skinner, Vail Lake, Wilson Valley	Riparian scrub, woodland and forest, water, oak woodlands & forest	Destruction of riparian vegetation, removal of snags, competition with European starlings for nest sites.	General Management Measure 4. Reserve Managers will ensure habitat support functions within the MSHCP Conservation Area by maintaining and/or preserving hydrological processes on the Santa Ana River and any other hydrologic system important to maintain the integrity of nesting sites in the MSHCP Conservation Area. Reserve Managers will enhance and/or create additional habitat and/or nesting areas in the areas identified in Objective 3 and at Lake Elsinore, Diamond Valley Lake, Lake Mathews, and Lake Perris. Reserve Managers will manage nesting habitat on the Santa Ana River and in other Core breeding areas by managing for snags and other tree stands of oak and cottonwood. Reserve Managers will assure the continued presence of nesting tree swallows at a minimum of 70% of the locations in the MSHCP Conservation Area where the species has been known to occur. Presence/absence must be demonstrated at least once every seven years.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
tricolored blackbird (colony) <i>Agelaius tricolor</i>	3	1, 2, 4, 5	San Jacinto Valley (considered the floodplain of the San Jacinto River), Mystic Lake/San Jacinto Wildlife Area, Collier Marsh, Alberhill, Vail Lake/Wilson Valley/eastern Temescal Creek	Primary: cismontane alkali marsh, freshwater marsh, chaparral, coastal sage scrub, montane coniferous forest, riparian scrub, woodland and forest, woodlands & forest, Riversidean alluvial fan sage scrub Secondary: playas and vernal pools, agriculture, grassland, meadows and marshes, riparian woodlands and forest	Habitat loss due to destruction of nesting Habitat, reclamation, and drainage, predation, poisoning.	General Management Measures 4 and 6. Reserve Managers will manage this species in order to maintain (once every 5 years) the continued use of, and successful reproduction within at least one of the identified Core Areas. Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and preserving hydrological processes and Habitat suitable for tricolored blackbird breeding within the San Jacinto River floodplain, Mystic Lake/San Jacinto Wildlife Area, Collier Marsh, Alberhill, and Vail Lake/Wilson Valley/eastern Temescal Creek. Reserve Managers will manage known and future occurrences of this species. Reserve Managers will conserve, protect and buffer with a 100-meter distance around any known nesting locations. Particular management emphasis will be given to Habitat loss, predation, poisoning, human disturbance and pesticide use.
turkey vulture (breeding) <i>Cathartes aura</i>	3	2, 4, 5	Nest sites at Rawson Canyon and south side of Lake Perris (Bemascoo Hills)	Grassland, playas and vernal pools, desert scrubs, chaparral, coastal sage scrub, montane coniferous forest, riparian scrub, woodland and forest, oak woodlands & forest, Riversidean alluvial fan sage scrub	Human disturbance (shooting, trapping and poisoning), land predation, pesticides, collisions with stationary or moving structures or objects.	Maintain (once every 3 years) the continued use of, and successful reproduction at, the two known nesting locations, and at any nesting locations identified in the MSHCP Conservation Area in the future. Reserve Managers will ensure buffering of the nest sites, which will include restricting human activities within a 1/2-mile radius around each of the nesting locations during the breeding season (e.g., fencing hiking trails or fencing potential access points). For Lake Perris, buffering will be consistent with the recreational activities at Lake Perris. Reserve Managers will ensure the Conservation of cliff areas in the Criteria Area that are capable of supporting nesting turkey vultures. Particular management emphasis will be given to preventing human disturbance, land predation, and pesticide use.
western yellow-billed cuckoo <i>Coccyzus americanus occidentalis</i>	3	1, 2, 4, 5	Prato Basin/Santa Ana River drainage	Southern cottonwood, willow riparian, southern sycamore/elder riparian, riparian scrub, riparian forest, southern willow scrub.	Riparian Habitat losses due to conversion to agriculture, dams and river flow management, stream channelization and stabilization, livestock grazing, groundwater pumping, invasive non-native plants, Habitat fragmentation.	General Management Measure 4. Reserve Managers will implement a species-specific management plan or general management plan element that clearly identifies conservation measures to ensure, to the extent possible, that the species has sufficient suitable Habitat and that the species is not impacted by such environmental perturbations as fire, environmental contaminants, fragmentation-induced phenomena such as mesopredator release, and the direct and indirect impacts associated with cattle grazing and the presence of non-native plants and animals. Each Reserve Manager responsible for a Core Area as identified in the Species Account will evaluate the condition of the riparian vegetation within the Core Area and maintain a program to enhance and/or create riparian Habitat within the Core Area. The maintenance or improvement of Habitat at all locations will be accomplished by preserving the hydrological processes within the drainages that support the potential Habitat and by selectively enhancing, rehabilitating or revegetating all such areas that are currently fragmented or otherwise degraded by, for instance, infestations of exotic plants and animals. Reserve Managers will ensure (once every 3 years) the continued use of, and successful reproduction at, 75% of the known western yellow-billed cuckoo occupied Core Areas (including any nesting locations identified in the MSHCP Conservation Area in the future). Reserve Managers will buffer known and future nest sites from disturbance within a 100-meter buffer.
white-faced ibis <i>Plegadis chihui</i>	2	1, 2, 4, 5	Prato Basin, Santa Ana River, Mystic Lake/San Jacinto Wildlife Area, Collier Marsh	Primary: freshwater marsh, Secondary: playas and vernal pools, Agriculture, grassland, cismontane alkali marsh, riparian scrub, woodland, and forest.	Destruction of appropriate Habitat, human disturbance and pesticide use.	General Management Measure 4. Reserve Managers will manage this species with regard to flood control, Habitat fragmentation, human disturbance and pesticide use.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
white-bellied tit <i>Troglodytes aedon</i>	2	1, 2, 4, 5	Prado Basin, Santa Ana River, Lake Perris/Mystic Lake, Lake Mathews-Estelle Mountain, Temescal Wash, Wasson Canyon, Murrieta Creek, Santa Rosa Plateau, Temecula Creek, Lake Skinner, Vail Lake, Wilson Valley	Foraging Habitat: Agriculture, grassland, cismontane alkali marsh, playas and vernal pools, freshwater marsh, riverside alluvial fan sage scrub, coastal sage scrub, chaparral; Breeding Habitat: Peninsular juniper woodland, riparian scrub, woodland and forest, oak woodlands & forest	Habitat loss and urbanization. Habitat degradation especially the loss of nest trees and foraging habitat, clean farming techniques, competition for nest sites with other raptors and crows.	General Management Measure 4. Reserve Managers will manage, protect, and buffer from disturbance, the known winter roost area along San Timoteo Creek and any winter roost locations identified in the MSHCP Conservation Area in the future. Buffering of the winter roost area will include Conservation of undeveloped habitat within a 250 meter radius within the MSHCP Conservation Area around the roost site and may include a variety of habitats. Reserve Managers will ensure (once every 3 years) the continued use of, and successful reproduction at, 75% of the core breeding areas (including any core breeding areas identified in the MSHCP Conservation Area in the future). Reserve Managers will manage this species with regard to habitat loss and urbanization. Habitat degradation especially the loss of nest trees and foraging habitat, clean farming techniques, competition for nest sites with other raptors and crows.
Williamson's sapsucker <i>Sphyrapicus thyroideus</i>	2	1, 3	San Bernardino National Forest (core wintering and breeding areas)	Montane coniferous forest, oak woodlands & forest	Habitat degradation and loss (i.e., loss of snags) and timber harvesting.	Reserve Managers will manage known and future occurrences of this species with regard to prevent habitat degradation and loss of snags, and timber harvesting.
Wilson's warbler <i>Wilsonia pusilla</i>	1	1, 2, 3, 4, 5		Breeding Habitat: Montane meadow, chaparral, coastal sage scrub, Riverside alluvial fan sage scrub, riparian scrub, woodland and forest, oak woodlands and forest in mountain Bioregions; Transient movement Habitat: grassland, chaparral, coastal sage scrub, desert scrub, Peninsular juniper woodland, riparian scrub, woodland and forest, Riverside alluvial fan sage scrub, and oak woodland and forest in lowland and foothills Bioregions	Habitat degradation, heavy cattle grazing, timber harvesting and nest parasitism by the brown-headed cowbird.	General Management Measures 1 and 4.
yellow-breasted chat <i>Icteria virens</i>	2	1, 2, 4, 5	Prado Basin, Santa Ana River, San Timoteo Creek, Temescal Wash including tributary Alberhill Creek, Canyon Lake, Temecula Creek, Vail Lake	Riparian scrub, woodland and forest	Habitat loss and fragmentation and nest parasitism by the brown-headed cowbird.	General Management Measure 4. Reserve Managers will maintain ecological processes within occupied habitat and appropriate new areas within the MSHCP Conservation Area. Each Reserve Manager responsible for a Core Area identified in the Species Account will evaluate the condition of the riparian vegetation within the Core Areas and maintain a program to enhance and/or create riparian habitat and implement exotic species control programs within the Core Areas. Reserve Managers will ensure (once every 5 years) the continued use of, and successful reproduction at, 75% of the Core Areas (including any Core Areas identified in the MSHCP Conservation Area in the future). This species will also be managed for possible brown-headed cowbird parasitism.
yellow warbler <i>Dendroica patochia brewsteri</i>	2	1, 2, 3, 4, 5	Prado Basin, Santa Ana River, San Timoteo Creek, drainages and woodland areas within San Bernardino National Forest, riparian habitat areas of Temescal Canyon including tributaries, Wasson Canyon, Temecula Creek, Murrieta Creek, Vail Lake, Wilson Creek, Santa Rosa Plateau	Riparian scrub, woodland & forest, oak woodlands & forest	Habitat loss and fragmentation and nest parasitism by the brown-headed cowbird.	General Management Measure 4. Reserve Managers will maintain the riparian habitats within the core population areas. The maintenance of habitat will be accomplished by presenting the hydrological processes within the drainages that support the potential habitat and by selectively rehabilitating or revegetating all such areas that are currently fragmented or otherwise degraded by, for instance, infestations of exotic plants and animals (including brown-headed cowbirds). Each Reserve Manager responsible for a Core Area identified in the Species Account will evaluate the condition of the riparian vegetation within the Core Area and maintain a program to enhance and/or create riparian habitat within the Core Area. Reserve Managers will ensure (once every 5 years) the continued use of, and successful reproduction at, 75% of the Core Areas (including any Core Areas identified in the MSHCP Conservation Area in the future).



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
arroyo chub <i>Gila orcutti</i>	2	1, 4	Within Santa Ana River, 2-3 km upstream of the Prado Dam to upstream boundary of Plan Area, Santa Margarita River, De Luz Creek upstream of the De Luz Post Office, lower Sandia Creek, Murrella Creek near its mouth at the Santa Margarita River, Cole Creek between the confluence of Murrella Creek and the edge of the Conservancy property, and Temecula Creek upstream of Vail Lake	open water and emergent vegetation	Habitat based threats (e.g., degradation, fragmentation, destruction), biological threats (e.g., predation, competition), and water quality threats (e.g., temperature, salinity, pollution)	General Management Measure 4. Reserve Managers will prepare an Adaptive Management plan for the arroyo chub. The management plan will address threats to the chub from degraded habitat, including reduced water quality, loss of habitat and introduction of non-native species; identify areas of the watershed that are necessary to successful spawning of the chub; and identify and implement Habitat Conservation measures to protect these critical areas from degradation due to flood control and water conservation operations. The management plan will also include monitoring to assess current range of chub movement within the Santa Margarita River watershed and assess the need for connectivity within the portion of the watershed in the Plan Area and implement measures to restore connectivity if needed. Reserve Managers will enhance and/or create habitat for the chub to appropriate conditions for spawning, foraging and refuge in both the Santa Ana River and Santa Margarita River watersheds. Reserve Managers will identify and protect spawning sites and monitor annually each of the Core Areas in order to obtain estimates of recruitment success. Enhancement measures will include removal of exotic species, the creation of stream meanders, pool-riffle complexes and reestablishment of native riparian vegetation. Existing flood control structures will be evaluated for need and modified as possible and as the opportunity arises to improve fish habitat. Within the Santa Ana River, enhancement measures will be concentrated in the area down stream of Mission Boulevard to the Riverside/Orange county line to reduce habitat favorable to non-native species, thereby reducing predatory and competitive pressure on the chub. Reserve Managers will conduct or cooperate with Federal, state and local agencies in a bullfrog and non-native fish species eradication program within the Santa Ana River and Santa Margarita River watersheds. Fishes to be eradicated include channel catfish, carp, largemouth bass, green sunfish, bullhead, tilapia, and mosquitofish. This program will include the development of fish barriers at sources of non-native species (e.g., Prado ponds or Evans Lake) and the active removal of non-native fish through mechanical means (e.g., gill nets, trapping, etc.). Reserve Managers responsible for the areas identified in the Santa Margarita Margarita watershed will assess the range of arroyo chub movement in the watershed and the need for connectivity and identify measures to restore connectivity to be implemented as feasible.
Santa Ana sucker <i>Catostomus sarrabane</i>	3	1, 2, 4	Within Santa Ana River, area upstream of River Rd, Down River Rd and Prado Dam, downstream of Prado Dam, also Sunnyslope Creek, Market Street Sloop, Mount Rubidoux Creek, Anza Park Drain, Arroyo Tequesquite, Hidden Valley Drain, and Evans Lake Drain	open water and emergent vegetation	Habitat based threats (e.g., degradation, fragmentation, destruction), biological threats (e.g., predation, competition), and water quality threats (e.g., temperature, salinity, pollution)	General Management Measure 4. Reserve Managers will conduct or cooperate with Federal, state and local agencies in a bullfrog and non-native fish species eradication program within the Santa Ana River. Fishes to be eradicated include channel catfish, carp, largemouth bass, green sunfish, bullhead, tilapia, and mosquitofish. This program will include the development of fish barriers at sources of non-native species (e.g., Prado ponds or Evans Lake) and the active removal of non-native fish through mechanical means (e.g., gillnets, trapping, etc.). Reserve Managers will prepare a monitoring plan to assess extent of sucker movement within the Santa Ana River. Within the MSHCP Conservation Area, current migration barriers to the sucker include Prado Dam and culverts immediately below River Road Bridge. The management plan will assess the need for population connectivity within the Santa Ana River and implement measures to remove barriers. Reserve Managers will conserve the natural river bottom and banks and adjacent habitats which provide shade and suitable microclimate conditions (e.g., alluvial terraces, riparian vegetation) of the Santa Ana River with a minimum of 0.5 mile upstream of the confluence of each of the tributaries to the Santa Ana River between the Riverside/San Bernardino County line and the Riverside/Orange County line. Tributaries include Sunnyslope Creek, Mount Rubidoux Creek, Arroyo Tequesquite, Anza Park Drain, Temescal Creek and Also Creek. Reserve Managers



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
Santa Ana sucker <i>Catostomus sannaeanae</i> (cont.)						will maintain or improve existing water quality and flow levels in the Santa Ana River by the use and enforcement of current or better water quality standards and at a minimum maintenance of existing flows. Permitted activities must maintain current water quality standards and flows. Reserve Managers will enhance and/or create habitat for the sucker in appropriate conditions for spawning, foraging and refugia within the Santa Ana River and its tributaries as directed in the management plan. Enhancement measures will include control of exotic plant species, the creation of stream meanders, pool-riffle complexes and reestablishment of native riparian vegetation. Enhancement measures will be concentrated in the area between Mission Boulevard and the Riverside/Orange county line to reduce habitat favorable to non native species, thereby reducing predatory and competitive pressure on the sucker. Reserve Managers will protect and manage the core population areas upstream of River Road, between River Road and Prado Dam, and downstream of Prado Dam; the known spawning areas at Sunny Slope Creek and within the area just below Mission Boulevard upstream to the Rialto Drain and refugia and dispersal areas including the Market Street Steep, Mount Rubboux Creek, Ariza Park Drain, Arroyo Tequesquite, Hidden Valley Drain, and Evans Lake Drain. Reserve Managers will identify and implement steps to reduce the turbidity that currently affect the water quality below the Prado Dam by conducting a sediment transport study on the Santa Ana River in cooperation with other Federal, local and state agencies. Reserve Managers responsible for the areas identified in Objectives 2 and 3 of the Species Account will assess barriers to sucker movement and the need for connectivity and identify measures to restore connectivity to be implemented as feasible. Reserve Managers will conduct, or cooperate with Federal, state and local agencies in, a bullfrog and non-native fish species eradication program within
INVERTEBRATES: CRUSTACEANS						
Riverside fairy shrimp <i>Streptocephalus woottoni</i>	3	4	Santa Rosa Plateau, Murrieta, Skunk Hollow, Elshore back basin, Albert Hill	Playas and vernal pools	Altered hydrology, farming and discharging, illegal dumping.	General Management Measure 4. Each Reserve Manager responsible for a Core Area containing Murrieta, stony clay loams, Las Pintas series, Wyman clay loam, or Willows soils will evaluate their Core Area for the presence of historic or vestigial vernal pools. A program to enhance these areas will be undertaken. Within the MSHCP Conservation Area, that pond water seasonally will be identified and monitored for the presence of fairy shrimp. Reserve Managers will ensure habitat support functions within the MSHCP Conservation Area by maintaining and/or preserving watersheds of conserved known or future vernal pools or depressions. Particular management emphasis will be given to discing, illegal dumping and maintaining hydrology.
Santa Rosa Plateau fairy shrimp <i>Linderella santarosae</i>	3	4	Santa Rosa Plateau Ecological Reserve	Playas and vernal pools on basalt flow soils	Altered hydrology.	General Management Measure 4. Reserve Managers will ensure habitat support functions within the MSHCP Conservation Area by maintaining and/or preserving watersheds of conserved known and future basalt vernal pools. Particular management emphasis will be given to maintaining hydrology.
vernal pool fairy shrimp <i>Branchinecta lynchi</i>	3	2, 4	Salt Creek, Santa Rosa Plateau, Skunk Hollow	Playas and vernal pools on alkali playa soils	Flood control, altered hydrology, farming and discing, sheep and cattle grazing, non-native habitat creation.	General Management Measure 4. Reserve Managers will ensure habitat support functions within the MSHCP Conservation Area by maintaining and/or preserving watersheds of conserved vernal pools or depressions. Particular management emphasis will be given to farming, grazing, alteration of hydrology and non-native habitat creation.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
INVERTEBRATES/INSECTS						
Dehi Sands flower-loving fly <i>Rhaphiomidas terminatus abdominalis</i>	3	1	populations northwest of I-15/60 interchange and those south of Agua Mansa Road, Juniper Hills, Agua Mansa Industrial center	Coastal Sage scrub, grassland, alluvial sage scrub over Delmi soils	Exotic, invasive and competing species; farming and discing; mining, sheep and cattle grazing; illegal dumping; off-road vehicles; human collection; Habitat fragmentation; local extirpation.	Reserve Managers will manage conserved lands to maintain presence of Dehi fly at existing levels and provide opportunities for colonization by Dehi fly within the 710 acres of restorable lands to be conserved. Management considerations will include measures to maintain ecological processes (i.e., sand transport). As opportunities are available, Reserve Managers will work with others involved in Dehi fly conservation outside the Plan Area to develop a scientifically acceptable program for determining long-term evidence of successful reproduction. Particular management measures for known and future occurrences will include sand management, possibly transporting soils mechanically within the MSHCP Conservation Area to ensure that sand is maintained. The Core Areas will be fenced and signed to prevent trespassing, possibly patrolled. These sites will be weeded and planted with native seed collected locally.
Quino checkerspot butterfly <i>Euphydryas editha quino</i>	3	4	Lake Mathews, Estelle Mountain, Harford Springs, Warm Springs, Johnson Ranch, Lake Skinner, Oak Mountain, Wilson Valley, Sage, Silverado/Tule Peak.	Chaparral, coastal sage scrub, grassland, playas and vernal pools, desert scrubs, alluvial fan scrub, Juniper woodland.	Fire and fire suppression; exotic, invasive and competing species; farming and discing; sheep and cattle grazing; off-road vehicles; human collection; Habitat fragmentation; local extirpation.	Each Reserve Manager will evaluate the condition of the Quino checkerspot habitat within their Core Area and maintain an adaptive program to maintain and/or enhance Quino checkerspot habitat to increase the value of the habitat and viability of the Quino checkerspot. This Adaptive Management program will assess the efficacy of various methods such as fire to retain a low vegetation layer or open aspect to the vegetation and remove weedy annual species; using mechanical equipment to alter habitat openings within dense chaparral areas between occupied areas to facilitate movement; or other measures which might enhance unoccupied habitat or preserve habitat quality in occupied areas. Reserve Managers will maintain landscape connectivity around the Lake Mathews/Estelle Mountain/Harford Springs Core Area and between and among the core and satellite occurrence populations in the southeastern portion of the Plan Area. In the Lake Mathews Core Area, the MSHCP Conservation Area configuration will maintain landscape connectivity through native habitat between Lake Mathews, Olsen Canyon, Monument Peak, Dawson Canyon, Estelle Mountain, Bull Canyon, Steele Valley, Gavilan Hills, and Harford Springs areas. (In the southwestern Riverside County area, reserve configuration will maintain landscape connectivity through native habitat between and among the core population occurrences and the satellite occurrences in Anieloge Valley and Murrieta Hot Springs area, east through the French Valley/Lake Skinner area, east to the Sage and Santa Rosa Hills area, east and south through Wilson Valley, Billy Goat Mountain, Aguanga, Tule Valley, and north to Anza and the Cahulla Indian Reservation.) Reserve Managers will document distribution on an annual basis. Other management activities will focus on non-native species, farming, grazing, off-road vehicles and human collection.
MAMMALS						
Aguanga kangaroo rat <i>Dipodomys merriami collinus</i>	3	5	Aguanga, Sage, Temecula Creek, Wilson Creek	Riversidean alluvial fan sage scrub, coastal sage scrub, chaparral, desert scrub, grassland	Sheep and cattle grazing, sand and gravel mining, off-road vehicles	Within the 5,484 acres of occupied and suitable habitat in the MSHCP Conservation Area, Reserve Managers will ensure that at least 75 percent of the total is occupied and that at least 20 percent of the occupied habitat (approximately 829 acres) supports a medium or higher population density (5 to 15 individuals per hectare, based on McKernan 1997 studies of the San Bernardino kangaroo rat) of the species as measured across any 3-year period (i.e., the approximate length of the weather cycle). Reserve Managers will maintain or, if feasible, restore ecological processes within the historic flood plains of Temecula Creek and Wilson Creek, their tributaries, and other localities within the Criteria Area where the Aguanga kangaroo rat is detected in the future, given existing constraints and activities covered under the Plan. Reserve Managers will maintain or, if feasible, restore ecological processes which shall include 1) allowing for natural dynamic, fluvial processes of flooding, scouring and habitat regeneration, and possibly fire, to maintain healthy alluvial sage scrub habitat, 2) careful planning and design of existing and future authorized uses that may affect natural



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
Aquanga kangaroo rat <i>Dipodomys merriami</i> <i>collinus (cont.)</i>	2	1, 2, 3, 4, 5	Santa Rosa Plateau, Santa Ana Mountains, Lake Chaparral, coastal sage scrub, desert scrub, montane Skema-Diamond Valley Lake, Lake Mathews-Confiterous forest, riparian scrub, woodland and forest, Estelle Mountain, Santa Ana River, Vail Lake, Sage, Aquanga, Anza Valley, Agua Tibia Wilderness-Palomar Mountains, San Jacinto Mountains	Chaparral, coastal sage scrub, desert scrub, montane coniferous forest, riparian scrub, woodland and forest, Riversidean alluvial fan sage scrub	Habitat fragmentation, disease, recreational activities (hiking, mountain biking), hunting, off-road vehicles, harassment by pet and feral dogs, and vehicle collisions	Reserve Managers will evaluate existing undercrossings in key areas for their adequacy and will improve as necessary to convey bobcats. Key crossings that will be evaluated include, but are not limited to, the following: the crossing of State Highway 91 that connects the Santa Ana Mountains with the Chino Hills via Fresno Canyon-Green River, the crossings of Interstate 15 that connect the Santa Ana Mountains with Lake Mathews-Estelle Mountain via Indian Canyon and Horseshoe Canyon, the crossing(s) of Interstate 15 that connect the Santa Ana Mountains with the Agua Tibia Wilderness-Palomar Mountains via Pecharanga Creek or the possible "Rainbow" overpass, and undercrossings of State Highway 60 in the Badlands and the possible undercrossing at 1-40 in the Banning area.
brush rabbit <i>Sylvilagus bachmani</i>	1	1, 2, 3, 4, 5	Santa Rosa Plateau, Sage, Anza Valley, foothills of San Jacinto Mountains	Chaparral, coastal sage scrub, Riversidean alluvial fan sage scrub, woodlands & forest.	Disease, roadkill, preceitation by dogs and cats, and hunting	General Management Measure 1.
coyote <i>Canis latrans</i>	1	1, 2, 3, 4, 5	Occurs in suitable habitat throughout Plan Area	Agriculture, chaparral, coastal sage scrub, desert scrub, developed, grassland, montane coniferous forest, playas and vernal pools, riparian scrub, Riversidean alluvial fan sage scrub, woodlands & forest	Vehicle collisions and predator control	General Management Measure 1.
Dulzura kangaroo rat <i>Dipodomys simulans</i>	1	2, 3, 4, 5	Occurs throughout Plan Area in suitable habitat at elevations less than 2,600 feet	Chaparral, coastal sage scrub, desert scrub, grassland-scrub ecotone, Riversidean alluvial fan sage scrub at elevations less than 2,600 feet.	Farming and discing for weed abatement.	General Management Measure 1.
long-tailed weasel <i>Mustela tenata</i>	2	1, 2, 3, 4, 5	Occurs in suitable habitat throughout Plan Area	Agriculture, chaparral, coastal sage scrub, desert scrub, grassland, meadows and marshes, montane coniferous forest, playas and vernal pools, riparian scrub, woodlands and forest, Riversidean alluvial fan sage scrub	No documented known threats, but potential threats include flood control, altered hydrology, mining, disease, off-road vehicles and predation and harassment by pet cats and dogs.	Reserve Managers will maintain (once every 8 years) the continued use of long-tailed weasel at a minimum of 75 percent of the localities in the MSHCP Conservation Area where the species has been known to occur.
Los Angeles pocket mouse <i>Perognathus longimembris brevisianus</i>	3	1, 2, 4, 5	San Jacinto Wildlife Area-Lake Perris, Potrero Valley, Lake Stimmer-Diamond Valley Lake, Anza Valley, Aquanga, Temecula Creek, Badlands, San Timoteo Creek, San Jacinto River, Peche Canyon, Vail Lake	Coastal sage scrub, chaparral, desert scrub, grassland, Riversidean alluvial fan sage scrub, playas and vernal pools	Flood control, farming and discing, non-native plant species (e.g., bromes and mustards), sand and gravel mining	Reserve Managers will ensure that each of the 7 Core Areas still support a stable or increasing population that occupies at least 30 percent of the suitable habitat (at least 4,200 acres) as measured over any 8-consecutive year period (i.e., the approximate length of the weather cycle). Particular management emphasis will be given to flood control, farming, mining, and invasive non-native plant species.
mountain lion <i>Puma concolor</i>	2	1, 2, 3, 4, 5	Badlands, Santa Ana Mountains and Foothills, San Bernardino Mountains, San Jacinto Mountains and Foothills, Santa Rosa Mountains	Chaparral, coastal sage scrub, desert scrub, montane coniferous forest, woodland and forest, Riversidean alluvial fan sage scrub	Habitat fragmentation and isolation, indiscriminate shootings, predator control, active recreation (hiking, mountain biking, equestrian, off-road vehicles), vehicle collisions, disease	Reserve Managers will maintain or improve functionality of dispersal routes. Reserve Managers will evaluate existing undercrossings in key areas for their adequacy and will improve as necessary to convey mountain lions. Key crossings that will be evaluated include, but are not limited to, the following: the crossing of State Highway 91 that connects the Santa Ana Mountains with the Chino Hills via Fresno Canyon-Green River, the crossings of Interstate 15 that connect the Santa Ana Mountains with Lake Mathews-Estelle Mountain via Indian Canyon and Horseshoe Canyon, the crossing(s) of Interstate 15 that connect the Santa Ana Mountains with the Agua Tibia Wilderness-Palomar Mountains via Pecharanga Creek or the possible "Rainbow" overpass, and undercrossings of State Highway 60 in the Badlands and the possible undercrossing at 1-40 in the Banning area.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
northwestern San Diego pocket mouse <i>Chaetodipus fallax fallax</i>	1	2, 3, 4, 5	Occurs throughout Plan Area in suitable habitat	Coastal sage scrub, chaparral, desert scrub, grassland, Riversidean alluvial fan sage scrub	Known threats not specifically identified, but potential threats include exotic and invasive plant species (e.g., bromes and mustards), predation and harassment by domestic cats and dogs, habitat loss and fragmentation, farming and discing for weed abatement, and pesticides.	General Management Measure 1.
San Bernardino flying squirrel <i>Glaucomys sabrinus californicus</i>	3	3	San Jacinto Mountains	Montane coniferous forest, montane riparian forest, broad-leaf upland forest	Habitat loss, fragmentation and isolation, timber and firewood harvesting, brush management, barbed wire fencing, predation, lack of food resources, lack of tree cavities, lungi harvesting, and recreation.	Within the MSHCP Conservation Area, confirm occupation of at least 2 individuals per hectare (2 individuals per 2.47 acres) in the San Jacinto Mountains, and in the San Bernardino Mountains confirm occupation of 100 ha.
San Bernardino kangaroo rat <i>Dipodomys merriami parvus</i>	3	2	San Jacinto River between SR 79 and the boundary w/ Forest Service lands, Bautista Creek from dam to Hixon Flat Trailhead	Coastal sage scrub, chaparral, Riversidean alluvial fan sage scrub, grassland	Habitat loss, fragmentation and isolation, flood control, water conservation projects, farming and discing, sand and gravel mining, sheep and cattle grazing, illegal dumping and vandalism, off-road vehicles	Within the 4,440 acres of occupied and suitable habitat in the MSHCP Conservation Area, Reserve Managers will ensure that at least 75 percent of the total (3,530 acres) is occupied and that at least 20 percent of the occupied habitat (approximately 666 acres) supports a medium or higher population density (> 5 to 15 individuals per hectare; based on McKean 1997 studies of the San Bernardino kangaroo rat) of the species as measured across any 8-year period (i.e., the approximate length of the weather cycle). Reserve Managers will maintain or, if feasible, restore ecological processes within the historic flood plains of the San Jacinto River and Bautista Creek, their tributaries, and other localities within the Criteria Area where the San Bernardino kangaroo rat is detected in the future, given existing constraints and activities covered under the Plan. Maintenance or, if feasible, restoration of ecological processes shall include: 1) allowing for natural dynamic fluvial processes of flooding, scouring and habitat regeneration, and possibly fire, to maintain healthy alluvial sage scrub habitat, 2) careful planning and design of existing and future authorized uses that may affect natural processes such as flood control, water conservation, and sand and gravel mining, 3) control of other uses and disturbances such as farming and discing for weed abatement, heavy grazing, off-road vehicles, and vandalism, and 4) control of invasive exotic species and domestic animals.
San Diego black-tailed jackrabbit <i>Lepus californicus bennettii</i>	1	1, 2, 4, 5	Jurupa Hills, Sycamore Canyon Regional Park, Kabilian Park, the Badlands, Lake Skinner-Diamond Valley Lake area, Wildomar-Sobco Hills, Gavilan Hill Lake Matthews, Santa Rosa Plateau, Sage-Wilson	Coastal sage scrub, desert scrub, grassland, Riversidean alluvial fan sage scrub, playas and vernal pools	Habitat loss and fragmentation, disease, vehicle collisions, hunting, landowner encroachment, canal predation	General Management Measure 1.
San Diego desert woodrat <i>Neotoma lepida intermedia</i>	1	2, 4, 5	Occurs throughout Plan Area in suitable habitat	Grassland, open, sparse coastal sage scrub, desert scrub, and Riversidean alluvial fan sage scrub	Habitat loss, fragmentation and (loss of microhabitat patches of rock outcrops, cactus patches and other areas of dense shrubs or specifically identified middens), predation by domestic animals, farming and discing for weed abatement, cattle and sheep grazing, high fire frequency.	General Management Measure 1.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
Stephens kangaroo rat <i>Dipodomys stephensi</i>	2	2, 4, 5	San Jacinto Wildlife Area-Lake Perris, Sycamore Canyon-March Air Force (Reserve) Base, Potrero Area of Critical Environmental Concern, the Badlands (Potrero Valley), Lake Mathews Estable Mountain, Mole-Protrock Reserve, Lake Skinner-Diamond Valley Lake, Steele Peak, Anza/Canulla Valleys	Coastal sage scrub, desert scrub, grassland, Riversidean alluvial fan sage scrub	Habitat loss, fragmentation and isolation, fire and fire suppression, exotic, invasive and competing species, farming and discing, sheep and cattle grazing, off-road vehicles, rodenticides, predation by pet cats and dogs, and artificial lighting.	Within the minimum 15,000 acres of occupied Habitat in the MSHCP Conservation Area, maintain at least 30 percent of the occupied Habitat (approximately 4,500 acres) at a population density of medium or higher (i.e., at least 5-10 individuals per hectare; O'Farrell and Uptain 1989) across all Core Areas. No single Core Area will account for more than 30 percent of the total medium (or higher) population density area.
PLANTS						
beautiful hulsea <i>Hulsea vestita</i> ssp.	2	3		Chaparral, montane coniferous forest		Reserve Managers will avoid or minimize adverse effects to existing and new locations of beautiful hulsea populations to the maximum extent practicable.
Brand's phacelia <i>Phacelia stellers</i>	3	1, 4		Coastal dunes and/or coastal scrub in sandy openings, sandy benches, dunes, sandy washes, or flood plains	Development, vehicle traffic and trampling.	Reserve Managers will manage this species for off-road vehicle use and trampling.
California bearclaw <i>Penstemon californicus</i>	2	3, 4, 5		Chaparral, montane coniferous forest	Grazing, firebreak construction and maintenance, and residential development in Garner Valley. The Forest Service-Assessment states that some of the occurrences on forest lands (Garner Valley) are located in an active grazing allotment, including portions of two occurrences which are protected by enclosures. The Assessment also notes that the main distribution of this species is in areas above those used by cattle for grazing.	Reserve Managers will avoid or minimize adverse effects to California bearclaw to the maximum extent practicable. Reserve Managers will manage grazing activities in proximity to known and future occurrences.
California beadstraw <i>Galium californicum</i> ssp. <i>primum</i>	2	3		Chaparral, montane coniferous forest	This species is threatened by genetic swamping by <i>Galium nuttallii</i> .	Reserve Managers will avoid or minimize adverse effects to California beadstraw populations to the maximum extent practicable. Reserve Managers will manage this species for genetic swamping by <i>Galium nuttallii</i> .
California black walnut <i>Juglans californica</i> var. <i>californica</i>	2	3, 4	Santa Rosa Plateau Nature Conservancy Preserve	Coastal sage scrub, grassland, woodlands & forest	Sheep and cattle grazing, local defoliation.	Reserve Managers will avoid or minimize adverse effects to California black walnut to the maximum extent practicable. Reserve managers will manage known and future occurrences of this species for grazing activities.
California muley <i>Muhlenbergia californica</i>	2			Chaparral, coastal sage scrub, meadows and marshes, montane coniferous forest	Sheep and cattle grazing, recreational activities, development, and road construction.	General Management Measures 1 and 4.
California Orcutt grass <i>Orcuttia californica</i>	3	2, 4	Upper Salt Creek west of Hemet, Santa Rosa Plateau	Playas and vernal pools	Habitat destruction and fragmentation from urban and agricultural development, pipeline construction, alteration of hydrology and flood plain dynamics, excessive flooding, farming and discing, sheep and cattle grazing, off-road vehicles, weed abatement, fire and fire suppression practices (including discing and plowing), and competition from alien plant species.	General Management Measure 4. Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and enhancing the floodplain and hydrologic processes of Upper Salt Creek west of Hemet, Skunk Hollow, and the Santa Rosa Plateau including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, weed abatement/the and fire suppression practices, grazing, off-road vehicle use and competition from alien plant species.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
checkered oxeye <i>Oxytheca carphylloides</i>	2	3		Montane coniferous forest	Timber logging and recreation.	Reserve Managers will avoid or minimize adverse effects to this species to the maximum extent practicable. Reserve Managers will manage this species in areas where timber logging and recreation occur.
Cleveland's bush monkeyflower <i>Mimulus cleverlandii</i>	2	3	Santiago Peak in the Santa Ana Mountains	Chaparral, montane coniferous forest	Ridge and mountaintop impacts such as trails, roads, and activities surrounding transmitting equipment.	Reserve Managers will avoid or minimize adverse effects to Cleveland bush monkey flower populations to the maximum extent practicable. Reserve Managers will manage this species in ridge and mountaintop areas where trails, roads and transmitting equipment are existing or proposed.
cliff cinqufoil <i>Potentilla rimicola</i>	2	3		Montane coniferous forest	Rock-climbing activities.	Reserve Managers will avoid or minimize adverse effects to cliff cinqufoil to the maximum extent practicable. Reserve Managers will manage this species where rock-climbing activities are allowed or proposed.
Coulter's goldilocks <i>Lasianthe glabrata</i> ssp. <i>coulteri</i>	3	2, 4	San Jacinto Wildlife Area (southern shores of Mystic Lake), middle segment of San Jacinto River from Ramona Expressway to Railroad Cyn	Cismontane alkali marsh, playas and vernal pools	Habitat destruction and fragmentation from urban and agricultural development, pipeline construction, alteration of hydrology and flood plain dynamics, excessive flooding, channelization, off road vehicle activity, trampling by cattle and sheep, weed abatement, fire suppression practices (including discing and plowing), and competition from alien plant species.	General Management Measure 4. Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and enhancing the floodplain processes of the San Jacinto River, upper Salt Creek and the alkali wetlands near Nichols Road, including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, weed abatement/fire and fire suppression activities, off-road vehicle use, trampling and competition from non-native plant species.
Coulter's matlilla poppy <i>Ranuncula coulteri</i>	1			Chaparral, coastal sage scrub	Flood control measures, urbanization, agricultural conversion, and road widening and maintenance.	General Management Measure 1.
Davidson's saltscale <i>Atriplex sphaerica</i> var. <i>davidsonii</i>	3	2	Salt Creek west of Home, middle segment of San Jacinto River, San Jacinto Wildlife Area	Grassland, playas and vernal pools	Fire and fire suppression, flood control, altered hydrology, competition from non-native plant species, farming and discing, sheep and cattle grazing, off-road vehicles.	General Management Measure 4. Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and enhancing the floodplain processes of the San Jacinto River, Salt Creek and Mystic Lake, including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, farming, fire and fire suppression activities, off-road vehicle use, grazing and competition from non-native plant species.
Engelmann oak <i>Quercus engelmannii</i>	2	2, 3, 4	Santa Rosa Plateau within The Nature Conservancy Preserve	Riparian scrub, woodlands and forest, woodlands & forest	Cattle, deer and small rodents such as deer mice (<i>Peromyscus</i> sp.), woodrats (<i>Neotoma fuscipes</i>) and ground squirrels threaten the regeneration of the species by feeding and trampling upon acorns and seedlings. Pocket gophers have been shown to inhibit resprouting because of the damage they inflict to the roots of seedlings and young saplings. Hybridization is also a threat to this species.	Reserve Managers will avoid or minimize adverse effects to Engelmann's oak to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species in order to maintain recruitment at a minimum of 80% of the conserved populations as measured by the presence/absence of seedlings and/or saplings across any consecutive five years. Individual seedlings and/or saplings will be followed in order to assemble demographic data.
Fish's milkwort <i>Polygala comuta</i> var.	2	3		Chaparral, riparian scrub and woodland forest, woodlands & forest	Development and urbanization.	Reserve Managers will avoid or minimize adverse effects to this species to the maximum extent practicable.
graceful tarplant <i>Holocarpha virgata</i> ssp. <i>gloriosa</i>	2	3		Chaparral, coastal sage scrub, grassland, woodlands and forest	Development and urbanization.	Reserve Managers will avoid or minimize adverse effects to graceful tarplant to the maximum extent practicable.
Halls monardella <i>Monardella macrantha</i> ssp. <i>hallsii</i>	2	3		Chaparral, grassland, montane coniferous forest, woodlands and forest	Recreational hikers and fire-suppression activities.	Reserve Managers will avoid or minimize adverse effects to Halls's monardella populations to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species where recreational and fire-suppression activities are allowed or planned.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
Hammitt's day-cress <i>Storopsis hammiti</i>	3	3		Clay lenses within openings in chaparral and valley and foothill grassland habitats	Increasing fire frequency (as well as post-fire seedling of invasive non-native species), trampling, habitat damage by off-road vehicles, and the concomitant invasion of the clay soil habitat by aggressive alien weeds.	Reserve Managers will manage this species with regard to alteration of the natural fire regime, trampling, off-road vehicle use, and non-native plant species.
heart-leaved pitcher sage <i>Lepechinia cardiophylla</i>	2	3		Chaparral, montane coniferous forest, woodlands and forest	Development and installation of transmission lines and fire-suppression activities.	Reserve Managers will avoid or minimize adverse effects to heart-leaved pitcher sage to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species where transmission lines and fire-suppression activities are allowed or planned.
intermediate manpososa lily <i>Calochortus weadli</i> var. <i>intermedius</i>	2	3, 4, 5		Chaparral, coastal sage scrub, grassland	Fire and fire suppression, urban development, and road construction.	Reserve Managers will avoid or minimize adverse effects to intermediate manpososa lily to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species where fire, fire-suppression or road construction activities are allowed or proposed.
Jaeger's milk-vetch <i>Astragalus pachyopus</i> var. <i>jaegeri</i>	2	2, 3, 5	Base of Agua Tibia Mountains, Sage, Vail Lake near Kolb Creek	Chaparral, coastal sage scrub, grassland, woodlands and forest	Urbanization, agricultural conversion and grazing.	Reserve Managers will avoid or minimize adverse effects to Jaeger's milkvetch to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species where agricultural conversion and grazing is allowed or proposed.
Johnston's rock cress <i>Arabis johnstonii</i>	3	3		Chaparral, montane coniferous forest	Fire and fire suppression, sheep and cattle grazing, recreation hunting, off-road vehicles.	Reserve Managers will avoid or minimize adverse effects to Johnston's rock cress to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species where fire and fire suppression, off-road vehicle use, and grazing activities are allowed or proposed.
lemon lily <i>Lilium parryi</i>	2	3		Riparian scrub, woodlands and forest	Over-collection by humans, unseasonal reduction of stream flows associated with flood control activities (i.e., damming), and competition with non-native plant species.	Reserve Managers will avoid or minimize adverse effects to lemon lily to the maximum extent practicable. Reserve Managers will manage this species for pollinators, over-collection, flood control activities and competition with non-native plant species.
little mouse-tail <i>Myosurus minimus</i>	3	2, 4	Salt Creek west of Hemet, Santa Rosa Plateau	Grassland, playas and vernal pools	Fire and fire suppression, flood control, altered hydrology, exotic, invasive and competing species, farming and discing, sheep and cattle grazing, off-road vehicles	General Management Measure 4. Reserve Managers will ensure Habitat support functions within the MS-CP Conservation Area by maintaining and enhancing the floodplain processes of the San Jacinto River, Salt Creek and Mystic Lake, including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, farming, fire and fire suppression activities, off-road vehicle use, grazing and competition from non-native plant species.
long-spined spine flower <i>Chorizanthe polygonoides</i> var. <i>longispina</i>	2	3, 4, 5	Agua Tibia Mountains: Dordand Mountain and at Woodchuck Rd., Lake Matthews, Lake Skinner, Vail Lake	Chaparral, coastal sage scrub, grassland	Competition with non-native grasses, farming and discing, mowing, sheep and cattle grazing, off-road vehicles.	Reserve Managers will avoid or minimize adverse effects to long-spined spine flower to the maximum extent practicable. Reserve Managers will manage this species regarding threats to this species, including competition with non-native grasses, off-road vehicle use, sheep and cattle grazing, and discing.
many-stemmed dudleya <i>Dudleya multicaulis</i>	3	3, 4	San Mateo Canyon Wilcoxness Area, Estelle Mountain, Alberhill, Temescal Wash Valley	Chaparral, coastal sage scrub, grassland	Highway construction and urban development.	Reserve Managers will avoid or minimize adverse effects to the many-stemmed dudleya to the maximum extent practicable.
Mojave tarplant <i>Deinandra mojavensis</i>	2	3		Chaparral, riparian scrub, woodlands and forest	Flood control measures, low density development and grazing.	Reserve Managers will avoid or minimize adverse effects to this species to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species where flood control and grazing activities are allowed or proposed.
Mud nama <i>Manna stercorarium</i>	3	2		Muddy embankments of marshes and swamps, and within lake margins and riverbanks.		General Management Measure 4.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
Munz's mariposa lily <i>Calochortus palmeri</i> var. <i>munzii</i>	3	3	San Jacinto Mountains	Chaparral, meadows and marshes, montane coniferous forest	Fire and fire suppression, altered hydrology, competition with non-native species, sheep and cattle grazing and trampling, and off-road vehicles.	Reserve Managers will avoid or minimize adverse effects to Munz's mariposa lily to the maximum extent practicable. Particular management emphasis will be given to competition with non-native species, sheep and cattle grazing, off-road vehicle use, fire and fire suppression activities and hydrology altering activities.
Munz's onion <i>Allium munzii</i>	3	3, 4	Elsmore Peak, Hartford Springs, Bachelor Mountain, North Peak, North Domingoni Hills, scrub, woodlands and forest	Chaparral, coastal sage scrub, grassland, riparian	Competition with non-native plant species, farming and discing, clay mining, off-road vehicles, Habitat	Reserve Managers will manage known and future occurrences of this species for competition with non-native plant species, clay mining, off-road vehicle use and discing activities.
Newen's babberly <i>Berberis newenii</i>	3	3, 5	along the north slope of Agua Tibia Mountains, Vail Lake/Oak Mountain area	Chaparral, riverside/alluvial fan sage scrub	Emergency flood control activities (vegetation stripping), competition from non-native annual grasses, off-road vehicle activity, alteration of natural fire regime, fire fighting and control activities.	Reserve Managers will manage the known and future occurrences of this species for competition with non-native species, flood control activities and alteration of the natural fire regime.
ocellated Humboldt lily <i>Lilium humboldtii</i> ssp. <i>ocellatum</i>	2	3	Santa Rosa Plateau Nature Conservancy Preserve	Chaparral, montane coniferous forest, riparian scrub, woodlands and forest, woodlands & forest.	Human collection.	Reserve Managers will manage the known and future occurrences of this species for the potential for collection by humans and proximity of existing and planned trail systems.
Orcutt's brodiaea <i>Brodiaea orcuttii</i>	3	4	Santa Rosa Plateau Nature Conservancy Preserve	Grassland, meadows and marshes, playas and vernal pools	Flood control measures, alteration of vernal pool watershed hydrology, competition from non-native plant species, farming and discing, and road construction.	General Management Measure 4. Reserve Managers will maintain the hydrological processes of the watersheds supporting the occupied vernal pools at the Santa Rosa Plateau, the San Jacinto River and the San Mateo Wilderness Area.
Palmer's grapplinghook <i>Hesperanonea palmeri</i>	2	3, 4, 5		Chaparral, coastal sage scrub, grassland	Fire and fire suppression, competition from non-native invasive species, farming and discing, clay mining, sheep and cattle grazing.	Reserve Manager will avoid or minimize adverse effects to Palmer's grapplinghook to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species for competition with non-native species, fire and fire suppression, farming, clay mining and grazing.
Palomar monkeyflower <i>Mimulus ditinus</i>	2	3		Chaparral, montane coniferous forest	Populations along trails are susceptible to trampling and trail maintenance activities.	Reserve Managers will avoid or minimize adverse effects to Palomar monkeyflower to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species for trampling and trail maintenance activities where trails, roads and transmitting equipment are existing or proposed.
Parish's brittle-scale <i>Atriplex parishii</i>	3	2	upper Salt Creek area west of Hemet	Grassland, playas and vernal pools	Fire and fire suppression, flood control, altered hydrology, competition with non-native plant species, farming and discing, sheep and cattle grazing, off-road vehicles, local excoriation.	General Management Measure 4. Ensure habitat support functions within the MSHCP Conservation Area by maintaining and enhancing the floodplain processes of the San Jacinto River and upper Salt Creek, including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, farming, fire and fire suppression activities, off-road vehicle use, grazing and competition from non-native plant species.
Parish's meadowfoam <i>Limnanthes gracilis</i> var. <i>parishii</i> .	3	4	Santa Rosa Plateau Nature Conservancy Preserve	Meadows and marshes	Altered hydrology, sheep and cattle grazing.	General Management Measure 4. Reserve managers will maintain the watershed and hydrologic conditions of the known vernal pool complexes on the Santa Rosa Plateau.
Parry's spine flower <i>Chorizanthe parryi</i> var.	2	2, 4, 5		Chaparral	Flood control and mining activities.	Reserve Managers will avoid or minimize adverse effects to Parry's spine flower to the maximum extent practicable. Particular management emphasis will be given to the potential for flood control and mining activities.
Payson's jewelflower <i>Caulanthus simulans</i>	1	5		Chaparral, coastal sage scrub, woodlands & forest	Fire and fire suppression, sheep and cattle grazing, urbanization and road construction.	General Management Measure 1.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
peninsular spine flower <i>Chorizanthe lepibillica</i>	2	3		Chaparral, coastal sage scrub, montane coniferous forest	Habitat loss and competition from non-native annual grasses.	Reserve Managers will avoid or minimize adverse effects to peninsular spine flower to the maximum extent practicable. Particular management emphasis will be given to competition from non-native plant species.
Plummer's manposa lily <i>Calochortus plummerae</i>	2	3		Chaparral, coastal sage scrub, grassland, montane coniferous forest, woodlands & forest.	Urban development.	Reserve Managers will avoid or minimize adverse effects to Plummer's manposa lily to the maximum extent practicable.
Prostrate navarella <i>Navarella prostrata</i>	3	2, 4		Coastal sage scrub, valley and foothill grassland (alkaline washes) and vernal pools.		General Management Measure 4.
prostrate spine flower <i>Chorizanthe procumbens</i>	2	3	Doland Mountain on north slope of Palomar Mtns in Agua Tibia Wilderness Area	Chaparral, coastal sage scrub, grassland	Urban development and competition with non-native grasses.	Reserve Managers will avoid or minimize adverse effects to prostrate spine flower to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species for competition with non-native grasses.
Rainbow manzanilla <i>Arctostaphylos rainbowensis</i>	2	4	Santa Rosa Plateau	Chaparral	Alteration of natural fire regime, fire-fighting and fire clearance activities, logging and discing, and potentially infestation by boring insects.	Reserve Managers will avoid or minimize adverse effects to Rainbow manzanilla to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species with regard to maintaining the natural fire regime, logging activities and potential insect infestation.
round-leaved filaree <i>Erodium macrophyllum</i>	3	4		Cismontane woodland and valley and foothill grassland Habitats on clay soils.	Urbanization and the invasion and subsequent competition of non-native plants.	Reserve Managers will manage known and future occurrences of this species with regard to non-native plant species.
San Diego ambrosia <i>Ambrosia pumila</i>	3	4	2 pops in Alberhill. First occurs both north and south of Nichols Rd, west of I-15 and Alberhill Creek, 2nd is located east of Lake St.	Cismontane alkali marsh, grassland, playas and vernal pools	Competition from non-native species, Habitat fragmentation, and trampling due to proximity of development and infrastructure.	Reserve Managers will manage this species for competition from non-native species competition and trampling.
San Diego button-celery <i>Eryngium arisidaletum</i> var.	3	4	Mesa de Colorado and Mesa de Burro within the Santa Rosa Plateau Nature Conservancy	Playas and vernal pools	Urbanization, agricultural conversion, off-road vehicle use, livestock grazing, trampling and competition with non-native vernal pool complexes on the Santa Rosa Plateau.	General Management Measure 4. Reserve Managers will maintain the watershed and hydrologic conditions of the known vernal pool complexes on the Santa Rosa Plateau.
San Jacinto Mountains bedstraw <i>Galium angustifolium</i> ssp. <i>jacinteanum</i>	3	3		Montane coniferous forest, woodlands and forest	Habitat loss and possibly genetic swamping.	Reserve Managers will avoid or minimize adverse effects to San Jacinto Mountains bedstraw to the maximum extent practicable. Reserve Managers will manage this species for potential Habitat loss and possible genetic swamping.
San Jacinto Valley crownscale <i>Atriplex coronata</i> var. <i>rotator</i>	3	2	San Jacinto River from vicinity of Mystic Lake SW to vicinity of Hemet, upper Salt Creek drainage west of Hemet	Grassland, playas and vernal pools	Fire and fire suppression, flood control, altered hydrology, exotic, invasive and competing species, farming and discing, off-road vehicles, Habitat fragmentation, local extirpation.	General Management Measure 4. Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and enhancing the floodplain processes of the San Jacinto River, Mystic Lake and upper Salt Creek, including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, farming, fire and fire suppression activities, off-road vehicle use, and competition from non-native plant species.
San Miguel savory <i>Satureja chandleri</i>	3	3, 4		Chaparral, coastal sage scrub, grassland, riparian scrub, woodlands and forest, woodlands & forest	Agricultural conversion, urban development and recreational activities.	Reserve Managers will avoid or minimize adverse effects to San Jacinto Mountains bedstraw to the maximum extent practicable. Reserve Managers will manage the known and future occurrences of this species for recreational activities.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
Santa Ana River wadlystar <i>Eriogonum densiflorum</i> ssp. <i>sanctuarum</i>	3	1		Riversidean alluvial fan sage scrub	Flood control, altered hydrology, competition from non-native plant species, farming and discing, sand and gravel mining, sheep and cattle grazing, and off-road vehicles.	Reserve Managers will manage the floodplain along the Santa Ana River in order to maintain alluvial processes that provide for the distribution of the species to shift over time as hydrologic conditions and seed bank sources change. Specifically, manage the natural river bottom and banks, with a 500 foot buffer zone (e.g., alluvial terraces, riparian vegetation) of the Santa Ana River with a minimum of 0.5 mile upstream of the confluence of each of the tributaries to the Santa Ana River between the Riverside/San Bernardino County line and the Riverside/Orange County line. Tributaries include Sunnyslope Creek, Mount Rubidoux Creek, Arroyo Tequesquite, Anza Park Drain, Evans Lake Drain, Temescal Creek and Also Creek. Reserve Managers will maintain or improve existing water quality and flow levels in the Santa Ana River by the use and enforcement of current or better water quality standards and at a minimum maintenance of existing flows.
shaggy-haired alumroot <i>Huechera hispidissima</i>	2	3		Montane coniferous forest		Reserve Managers will avoid or minimize adverse effects to shaggy-haired alumroot to the maximum extent practicable.
slender-horned spine flower <i>Dodecatheema leptoceras</i>	3	2, 3, 4, 5	Bautista Creek, along the washes of Arroyo Seco, portion of Bautista Creek pop is within San Bernardino National Forest, one quarter of Vail Lake pop is within Cleveland National Forest, Temescal Wash at Indian Canyon, along	Chaparral, Riversidean alluvial fan sage scrub	Urbanization, off-road vehicle use, sand and gravel mining, trampling, associated with recreation, flood control measures (i.e., construction of the floodplain, dams, etc.), and competition from non-native plant species.	Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and enhancing fluvial processes of Arroyo Seco and Kobb Creeks, Temescal Wash at Indian Creek, central Bautista Creek and the San Jacinto River. Particular management emphasis will be given to flood control measures, sand and gravel mining, trampling, off-road vehicle use, and competition from non-native plant species.
small-flowered microseris <i>Microseris douglasii</i> var. <i>phyllopartha</i>	2	3, 4, 5		Grassland, playas and vernal pools	Urbanization and agricultural conversion.	Unknown
small-flowered morning glory <i>Convolvulus simulans</i>	2	4, 5		Grassland, playas and vernal pools	Development and urbanization.	Unknown
smooth tarplant <i>Centromadia purgens</i> ssp. <i>leavis</i>	3	2, 4	San Jacinto Wildlife Area, middle segment of San Jacinto River, Salt Creek	Grassland, playas and vernal pools, riparian scrub, woodlands and forest	Fire and fire suppression, flood control, altered hydrology, exotic, invasive and competing species, farming and discing, off-road vehicles, non-native Habitat fragmentation.	Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and enhancing the floodplain processes of the San Jacinto River, Mystic Lake and upper Salt Creek, including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, farming, fire and fire suppression activities, off-road vehicle use, and competition from non-native plant species.
spreading mayweed <i>Mauvea fossilis</i>	3	2, 4	San Jacinto River from Mystic Lake southwest to the vicinity of Perris and in the upper Salt Creek drainage west of Hemet	Playas and vernal pools	Fire and fire suppression, flood control, altered hydrology, competition from non-native species, farming and discing, sheep and cattle grazing, off-road vehicles.	General Management Measure 4. Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and enhancing the floodplain processes of the San Jacinto River, Mystic Lake and upper Salt Creek, including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, farming, fire and fire suppression activities, off-road vehicle use, grazing and competition from non-native plant species.
sticky-leaved dudleya <i>Dudleya viscidula</i>	2	3	San Mateo Canyon Wilderness Area	Chaparral, coastal sage scrub	Development and rock climbing.	Reserve Managers will avoid or minimize adverse effects to sticky-leaved dudleya to the maximum extent practicable. Reserve Managers will manage known and future occurrences of this species where rock climbing is allowed or proposed.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
Thread-leaved bromeliad <i>Bolitaea filifolia</i>	3	2, 4	along San Jacinto River, Santa Rosa Plateau	Grassland, playas and vernal pools	Fire and fire suppression, flood control, altered hydrology, competition with non-native plant species, farming and discing, sheep and cattle grazing, off-road vehicles, non-native habitat creation, habitat fragmentation.	General Management Measure 4. Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and enhancing the floodplain processes of the San Jacinto River, Mystic Lake and upper Salt Creek, including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, farming, fire and fire suppression activities, off-road vehicle use, grazing and competition from non-native plant species.
Vail Lake caeciliid <i>Cealotus ophiocidius</i>	3	3, 5	lower north-facing slopes of the Agua Tibia Mountains in the Agua Tibia Wilderness, hills	Chaparral	Fire and fire suppression, hybridization, habitat alteration and fragmentation, and urbanization.	General Management Measure 4. Reserve Managers will manage the known and future occurrences of this species for competition with non-native species, flood control activities and alteration of the natural fire regime.
vernal banky <i>Hordeum intercedens</i>	2	2	San Jacinto Wildlife Area, middle segment of San Jacinto River from Ramona Expressway to Railroad Cyn, Salt Creek area west of Hemet	Grassland, playas and vernal pools	Flood control, altered hydrology, competition with non-native plant species, farming and discing, sheep and cattle grazing, off-road vehicles, non-native habitat creation.	General Management Measure 4. Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and enhancing the floodplain processes of the San Jacinto River, Mystic Lake and upper Salt Creek, including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, farming, fire and fire suppression activities, off-road vehicle use, grazing and competition from non-native plant species.
Wright's trichocoronis <i>Trichocoronis wrightii</i> var. <i>wrightii</i>	3	2	middle segment of San Jacinto River, San Jacinto Wildlife Area	Grassland, playas and vernal pools	Fire and fire suppression, flood control, altered hydrology, competition with non-native plant species, farming and discing, sheep and cattle grazing, off-road vehicles, local extirpation.	General Management Measure 4. Reserve Managers will ensure Habitat support functions within the MSHCP Conservation Area by maintaining and enhancing the floodplain processes of the San Jacinto River, Mystic Lake and upper Salt Creek, including intermittent flooding and periodic pooling. Particular management emphasis will be given to preventing alteration of hydrology and floodplain dynamics, farming, fire and fire suppression activities, off-road vehicle use, grazing and competition from non-native plant species.
Yucca onion <i>Allium nanum</i>	3	2, 3	Openings in chaparral within clay soil		Urbanization.	Unknown.
SEPTILES						
Bedding's orange-throated whiptail <i>Cnemidophorus tigris</i>	1	2, 4, 5	Santa Rosa Plateau, Lake Skinner, Diamond Valley Lake, Lake Matthews, San Jacinto Wildlife Area, Badlands, Potrero Valley, Banning Bench, Sage, Anza Valley	Chaparral, coastal sage scrub, desert scrub, grassland, riparian scrub, woodlands and forest, riverside alluvial fan sage scrub, woodland and forest	Fire and fire suppression; predation and harassment by cats and dogs; collecting by humans; destruction of habitat by off-road vehicles; and invasive species; flood control; exotic, invasive species (Argentine ants).	General Management Measures 1, 3 and 4.
coastal western whiptail <i>Cnemidophorus tigris multiscutatus</i>	1	2, 3, 4, 5	Santa Rosa Plateau, Lake Skinner, Diamond Valley Lake, Lake Matthews, San Jacinto Wildlife Area, Badlands, Potrero Valley, Banning Bench, Sage, Anza Valley	Chaparral, coastal sage scrub, desert scrub, grassland, riparian scrub, woodlands and forest, alluvial fan sage scrub, woodland and forest	Habitat loss, pesticides, off-road vehicle use, and genetic isolation.	General Management Measure 1.
granite night lizard <i>Xantusia henshawi henshawi</i>	2	2, 3, 4, 5	Rock outcrops east of I-215, Lake Skinner, Diamond Valley Lake, San Jacinto Wildlife Area, Lake Perris, Badlands, Potrero Valley, Banning Bench, Sage, Vail Lake, Agua Tibia Mountains, San Jacinto Mountains, Anza Valley.	Chaparral, coastal sage scrub, mixed conifer, oak woodland with granite outcrops and boulders	Habitat (granite rock outcrop) destruction due to development, agriculture, predation and harassment by cats and dogs; brush management, and collecting.	Reserve Managers will manage the known and future occurrences of this species with regard to habitat destruction, agriculture, predation and harassment by cats and dogs, brush management and collecting.
granite spiny lizard <i>Sceloporus orcutti</i>	1	2, 3, 4, 5	Santa Rosa Plateau, Lake Skinner, Diamond Valley Lake, Lake Matthews, San Jacinto Wildlife Area, Badlands, Potrero Valley, Banning Bench, Sage, Anza Valley	Chaparral, coastal sage scrub, desert scrub, montane coniferous forest, riverside alluvial fan sage scrub, woodlands & forest	Habitat (granite rock outcrop) destruction due to development, brush management, predation and harassment by cats and dogs, collecting or killing by humans, and agriculture.	General Management Measure 1.



5.0 Management & Monitoring

TABLE 5-2. MSHCP COVERED SPECIES MANAGEMENT MATRIX

COMMON NAME SCIENTIFIC NAME	GROUP DESIGNATION	KEY MANAGEMENT UNITS	CORE LOCATIONS	PRIMARY HABITAT TYPES	KNOWN THREATS	MANAGEMENT ACTIVITIES
northern reo-diamond rattlesnake <i>Crotalus ruber ruber</i>	2	2, 3, 4, 5	Santa Rosa Plateau, Lake Skinner, Diamond Valley Lake, Lake Matthews, San Jacinto Wildlife Area, Badlands, Potrero Valley, Banning Bench, Sage, Anza Valley	Chaparral, coastal sage scrub, desert scrub, grassland, riparian scrub, woodlands & forest, Riversidean alluvial fan sage scrub, woodlands & forest	Off-road vehicle activity, brush management activities, predation by wild and domestic animals (e.g., eagles and hawks, badgers, coyotes, cats, foxes, dogs, certain snakes (e.g., kingsnakes, racers) and hogs; stomping by ungulates (e.g., deer, horses, antelope, sheep, goats, and cattle), and road kills.	Reserve Managers will manage the known and future occurrences of this species with regard to off-road vehicle activity, brush management activities, predation by domestic animals and road kills.
San Bernardino Min. Kingsnake <i>Lampropeltis zonata parviflora</i>	2	3	San Bernardino Mountains, San Jacinto Mountains	Montane coniferous forest, riparian scrub, woodlands & forest, woodlands & forest	Logging and firewood harvesting, removal of rock outcrops and ground debris, and human collection.	Reserve Managers will manage the known and future occurrences of this species with regard to logging and firewood harvesting, removal of rock outcrops and ground debris and human collection.
San Diego banded gecko <i>Coleonyx variegatus abbotii</i>	2	2, 4, 5	Riverside lowlands and San Jacinto foothills and bioregions	Chaparral, coastal sage scrub, desert scrub, Riversidean alluvial fan sage scrub, with boulders and ground debris	Off-road vehicles, Habitat destruction (including dirt road and trail construction), artificial lighting, non-native predators, introduction of exotic grasses and illegal collecting.	Reserve Managers will manage the San Diego banded gecko within Core Areas for this species with regard to illegal collecting, Habitat destruction (including dirt road and trail construction), artificial lighting, non-native predators, introduction of exotic grasses, and off-road vehicle usage.
San Diego horned lizard <i>Phrynosoma coronatum blainvillii</i>	1	2, 3, 4, 5	Santa Rosa Plateau, Lake Skinner, Diamond Valley Lake, Lake Matthews, San Jacinto Wildlife Area, Badlands, Potrero Valley, Banning Bench, Sage, Anza Valley	Chaparral, coastal sage scrub, grassland, montane coniferous forest, riparian scrub, woodlands & forest, Riversidean alluvial fan sage scrub, woodlands & forest	Fire and fire suppression; exotic, invasive species (e.g., Argentine ants); non-native predators (e.g., domestic cats); farming and discing; sheep and cattle grazing; off-road vehicles; and human collection.	General Management Measures 1, 3 and 4.
San Diego mountain kingsnake <i>Lampropeltis zonata pulchra</i>	2		Santa Ana Mountains and Agua Tiba Mountains	Montane coniferous forest, riparian scrub, woodlands and forest, woodlands & forest	Logging and firewood harvesting, removal of rock outcrops and ground debris, and human collection.	Reserve Managers will manage the known and future occurrences of this species with regard to logging and firewood harvesting, removal of rock outcrops and ground debris, and human collection.
southern rubber boa <i>Charina bottae umbratica</i>	2	3	San Jacinto Mountains	Chaparral, grassland, montane coniferous forest, woodlands & forest	Fire and fire suppression, logging and firewood harvesting, off-road vehicle use, fern harvesting, commercial timber harvesting, Habitat loss and fragmentation.	Reserve Managers will manage this species in order to maintain sufficient suitable microhabitat sites (i.e., fallen debris, rock piles) within the general Habitats. Particular management emphasis will be given with regard to fire and fire suppression, logging and firewood harvesting, fern harvesting, commercial timber harvesting and Habitat fragmentation.
southern sagebrush lizard <i>Sceloporus graciosus vandenburgianus</i>	2	3	San Jacinto Mountains, Santa Rosa Mountains	Chaparral, coastal sage scrub, desert scrub, montane coniferous forest, Riversidean alluvial fan sage scrub, woodlands & forest	Fire and fire suppression, off-road vehicle use, catastrophic fire, invasive species, human collection, predation and harassment by cats and dogs, local isolation of populations, road construction, and habitat conversion.	Reserve Managers will manage this species in order to maintain sufficient suitable microhabitat sites (i.e., fallen debris, rock piles) within the general Habitats. Particular management emphasis will be given with regard to fire and fire suppression, off-road vehicle use, catastrophic fire, invasive species, human collection, predation and harassment by cats and dogs, and local isolation of populations.
western pond turtle <i>Chrysemys marmorata pallida</i>	3	1, 2, 3, 4, 5	Santa Ana River, San Jacinto River, Temecula Creek, Murietta Creek, Santa Rosa Plateau	Riparian scrub, woodlands and forest, water	Flood control, altered hydrology, sheep and cattle grazing, off-road vehicles, human collection, Habitat fragmentation, predation on young by introduced aquatic species (e.g., bullfrogs, bass, and catfish), urban-related predation pressures (e.g., dogs raccoons, skunks), competition with non-native turtles, contaminant spills, grazing, and vehicle strikes on roads.	General Management Measure 4. Reserve Managers will maintain ecological processes within occupied Habitat and suitable new areas within the MSHCP Conservation Area. At a minimum, these areas will include portions of Temecula Creek, Santa Margarita River, Murietta Creek, Santa Ana River, San Jacinto River, and potentially others. Maintaining within occupied and potentially suitable streams and ponds; maintaining natural hydrologic processes; limiting livestock access to streams, creeks, ponds, and pools; limiting recreational use of certain areas; altering water use; managing for urban-related predators; and removing exotic vegetation and aquatic species. Reserve Managers will ensure the continued use at a minimum of 75% of the conserved Core Areas as measured once every 3 years.

5.0 Management & Monitoring



➤ Adaptive Management Activities

In addition to the general management activities, experimental Adaptive Management activities may be undertaken as identified, prioritized and funded by the Western Riverside County Regional Conservation Authority (RCA) (with recommendations from the RMOC). While Adaptive Management, by definition, deals with uncertainty, the RMOC and RCA will work collaboratively with Reserve Managers to identify experimental Adaptive Management activities that may be undertaken in response to specific issues identified as a result of management and monitoring efforts. Adaptive Management activities may involve basic and applied research undertaken by scientists and their students, participating in on-the-ground work as part of their own research programs. It is important that such research efforts be conducted with the oversight of the RMOC and RCA to provide consistency with the procedures, policy direction and decision-making process of the overall MSHCP.

Adaptive Management hypothesis testing will occur throughout the life of the Permit. The extent of the testing will be determined based on the “conceptual models” developed for various species and the identified stressors. The level of Adaptive Management hypothesis testing will be included annually in the 3-5 work plans (*Section 6.6.6*).

➤ Responsibilities

Parties responsible for the management plan include Permittees, the Wildlife Agencies, and other regulatory agencies (*i.e.*, Federal, State, and local governments). The institutional structure defining the ways in which these entities will work together to implement the MSHCP management and Adaptive Management Programs is presented in *Section 6.6* (Cooperative Organizational Structure) of this document.

In the initial stages of MSHCP implementation, the MSHCP Conservation Area will be comprised of the approximately 347,000-acres of existing Public/Quasi-Public Lands with assembly of the Additional Reserve Lands over an approximately 25 to 30 year period. At the outset, management of the existing Public/Quasi-Public Lands will continue to occur as under existing conditions; however, coordination among existing Reserve Managers will be strengthened through the structure developed by the RCA and described in *Section 6.6* of this document. This structure will enable greater communication and data sharing among existing Reserve Managers and will ensure that existing Reserve Managers become familiar with the monitoring and management activities identified for MSHCP Covered Species. This existing structure will be defined during the first three years of MSHCP implementation. Methods to consolidate management efforts and ensure that

5.0 Management & Monitoring



appropriate management and monitoring activities are undertaken will be addressed at the coordination meetings scheduled to occur every 90 days during the early years of MSHCP implementation, as discussed in *Section 6.6* of this document.

Reserve Managers will be responsible for implementing the general management activities described above. To this end, each Reserve Manager will prepare an annual work plan. The annual work plans will be prepared in a consistent format. Each work plan should include the following categories; however, the ultimate format may be different.

1. Executive summary
2. Description of conserved lands (location, acreage, major habitat components, Covered Species known to occur within conserved lands)
3. Description of existing disturbance regimes known to occur within conserved lands
4. Description of proposed management measures (including experimental activities)
5. Work Schedule (work to be completed in one year, five years, in perpetuity, etc.)
6. Budget

The annual work plans will be submitted to the RMOC for review and comment and then submitted to the RCA for funding approval. The RCA, with input from the RMOC, will prioritize funding for management and Adaptive Management activities, based on the monitoring activities described in *Section 5.3* and a review of the Reserve Managers' annual work plans. Management activities that benefit one Covered Species may be detrimental to another Covered Species, or management activities for one species in a particular Management Unit may be futile for the same species in another Management Unit. By this process, the RCA will address conflicting management policy among MSHCP Conservation Area management entities.

5.2.2 Preliminary Management Units Description

This section identifies Reserve Management Units that may form the structure for the MSHCP management efforts over the long-term. Preliminary Management Unit boundaries may be refined, changed or consolidated based on information gathered during this period. If determined appropriate by the western Riverside County Regional Conservation Authority (RCA), Reserve Management Plans (RMP) may be prepared within five years after Permit issuance for each Management Unit incorporating the general management measures and Adaptive Management activities in *Section*

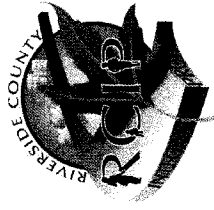
5.0 Management & Monitoring



5.2.1 with appropriate refinements. The RCA may determine that it is appropriate to have the RMPs formatted as Comprehensive Conservation Plans (CCPs). CCPs are management plans prepared for USFWS Wildlife Refuges. Suggested format and guidelines for the preparation of CCPs have been prepared by the Service for its Refuges (USFWS National Conservation Training Center 2002). CCPs generally contain the following elements and such elements could also be incorporated in the MSHCP RMPs:

1. Short description of the Management Unit, including acreage, regional setting, current staffing and management efforts, existing partnerships, recreational uses, and previous land uses.
2. MSHCP Plan mission and goals.
3. Goals and objectives for species, groups of species, Habitats and communities.
4. Physical description of the Management Unit including, but not limited to, distribution and abundance of Covered Species, Vegetation Communities present, significant problems that may affect the Management Unit, and the context of the Management Unit with respect to the MSHCP Plan.
5. Maps of proposed future conditions, including recreational facilities, administrative facilities, habitat management areas, etc.).
6. Identification of specific management plans to implement the CCP.
7. Prioritization of projects and project cost estimates.
8. Staffing and funding requirements.
9. Partnership opportunities.
10. Monitoring plan to determine effectiveness of MSHCP Plan and CCP management projects.

Based on three major considerations – *existing ownership/management structures, common biological issues, and geography* – the MSHCP Conservation Area was divided into five units. The relative importance of each of these three considerations varied substantially among Management Units. The five Management Units resulting from these considerations are shown in *Figure 5-1*. As shown in the figure, the following Management Units have been identified:



5.0 Management & Monitoring

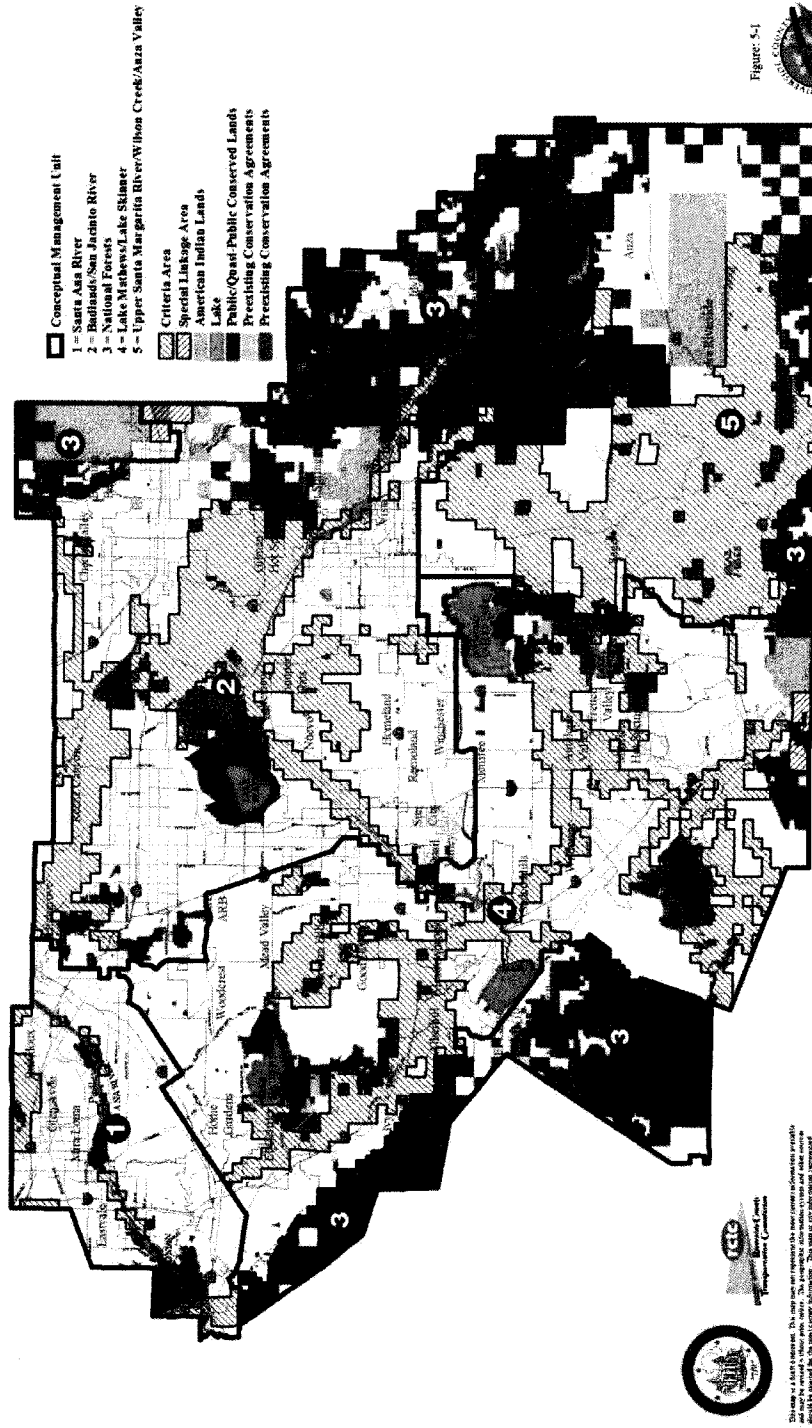
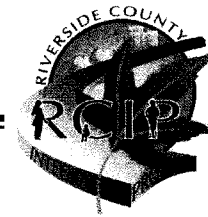


Figure 5-1



MSHCP Conceptual Management Units with Criteria Area

5.0 Management & Monitoring



- Santa Ana River Management Unit
- Badlands/San Jacinto River Management Unit
- National Forests Management Unit
- Lake Mathews/Lake Skinner Management Unit
- Upper Santa Margarita River/Wilson Creek/Anza Valley Management Unit

Brief descriptions of existing characteristics and management entities within each Management Unit are presented below.

Santa Ana River Management Unit

► Description of Unit

The Santa Ana River Management Unit, located in the northwestern corner of the Plan Area, is largely composed of the Santa Ana River and Prado Basin, which form the backbone of the unit. Lands within this unit fall under a variety of different ownerships: Riverside County Regional Parks and Open Space District (RCRPOSD), California Department of Fish and Game (CDFG), the U.S. Army Corps of Engineers (ACOE), and Orange County Water District (OCWD). Anticipated Conservation within this unit includes approximately 9,400 acres of existing Public/Quasi-Public Lands and 5,000 acres of Additional Reserve Lands.

► Existing Management Entities

Existing management entities within the Management Unit are comprised of the various entities involved along the Santa Ana River and a small portion of Chino Hills State Park (*Table 5-3*).

**TABLE 5-3
EXISTING MANAGEMENT ENTITIES FOR MANAGEMENT UNIT 1**

LANDS	MANAGEMENT ENTITY
Santa Ana Regional Park	County of Riverside Parks & Open Space District U.S. Army Corps of Engineers
Prado Basin	U.S. Army Corps of Engineers
Orange County Water District Lands	Orange County Water District
Chino Hills State Park	California Department of Parks and Recreation

5.0 Management & Monitoring



Existing activities and management regimes associated with these entities are presented below.

Santa Ana Regional Park: Santa Ana Regional Park refers to the parks, wildlife areas and other open-space areas along the Santa Ana River located in the northwestern section of Riverside County. Santa Ana Regional Park is comprised of several landowners, including RCRPOSD, CDFG, City of Riverside, and the Riverside County Flood Control and Water Conservation District (RCFCWCD). Management of parks within the Santa Ana Regional Park vary according to the presiding agency. County parks are managed for recreation and Conservation purposes.

Prado Basin: Prado Basin, which is located 4.5 miles northwest of the city of Corona in western Riverside County, is comprised of federal, county and private landowners and is primarily managed for recreation and flood control/water quality purposes. The ACOE maintains and operates their facilities within the 4,000-acre Prado Flood Control Basin and the Prado Dam. The County of Riverside owns the 1,837 acres which make up Prado Basin Park. OCWD owns and manages approximately 2,400 acres behind the Prado Dam as part of the Prado Flood Control Basin. These lands consist of nearly 465 acres of constructed wetland and a 300-acre wetlands mitigation site.

Chino Hills State Park: Chino Hills State Park is approximately 13,000 acres, of which 350 acres of the southeastern tip are within Western Riverside County.

Badlands/San Jacinto River Management Unit

➤ Description of Unit

The Badlands Management Unit generally occupies the northeast section of the MSHCP Plan Area and is bisected by two large, connected habitat blocks: the Badlands and the San Jacinto River. Also included in the unit are the Box Springs Mountain Reserve, Sycamore Canyon Park, Reche Canyon, San Timoteo Canyon, the Norton Younglove Reserve, Potrero Valley, San Jacinto Wildlife Area, Bautista Creek, the vernal pools of Hemet, Lakeview Mountains, the Four Seasons Conservation Land, and Kabian Park. Connections from the Badlands area to the north and east, along San Timoteo Creek, and from Norton Younglove Reserve through Cherry Valley, are also made within this Management Unit. Anticipated Conservation within this unit includes approximately 46,500 acres of existing Public/Quasi-Public Lands and 44,000 acres of Additional Reserve Lands.

5.0 Management & Monitoring



➤ Existing Management Entities

Existing management entities within this Management Unit are presented in the following table (Table 5-4).

**TABLE 5-4. EXISTING MANAGEMENT ENTITIES
FOR MANAGEMENT UNIT 2**

LANDS	MANAGEMENT ENTITY
Box Springs Reserve	University of California Regents
Sycamore Canyon Wilderness Park	City of Riverside Park and Recreation Department
Lake Perris State Recreation Area	California Department of Parks and Recreation
San Jacinto Wildlife Area	California Department of Fish and Game California Department of Parks and Recreation
De Anza Cycle Park/Norton Younglove Reserve	County of Riverside Park & Open Space District

Existing activities and management regimes associated with these entities are presented below.

Box Springs Reserve. The Box Springs Reserve is a 160-acre reserve located directly above the University of California, Riverside (UC Riverside) campus. It is maintained as a research and instructional site by UC Riverside.

Sycamore Canyon Wilderness Park. The Sycamore Canyon Wilderness Park is a 1,550-acre reserve located within southeast Riverside that is owned and managed by the City of Riverside Parks and Recreation Department. This reserve area has been designated as a Core Area of the Stephens' kangaroo rat reserve.

Lake Perris State Recreation Area. Lake Perris State Recreation Area, which is part of the California State Park system, is an 8,800-acre park managed by the California Department of Parks and Recreation. It is a state-designated recreation area that consists of areas selected and developed to provide multiple recreational opportunities. The non-recreational areas are

5.0 Management & Monitoring



managed as a state park. Some areas of the Lake Perris State Recreation Area have been designated as a Core Area for Stephens' kangaroo rat.

San Jacinto Wildlife Area. The San Jacinto Wildlife Area is a 7,116-acre ecological reserve owned and managed by the CDFG. The wildlife area has approximately 400-600 acres of permanent wetlands and five miles of restored riparian areas. The San Jacinto Wildlife Area management plan is currently under revision.

Norton Younglove Reserve. The Norton Younglove Reserve is located within the San Timoteo Creek area between I-10 and SR 60 west of the Cities of Beaumont and Calimesa and owned by the County of Riverside. The County is currently in the process of evaluating conservation opportunities within the cycle park area and therefore, the eventual use of this land has not been resolved at this time.

National Forests Management Unit

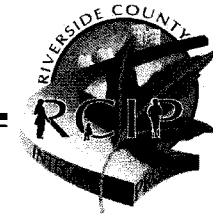
► Description of Unit

The National Forests Management Unit is located in three large, disjunct blocks along the western, southern, and eastern edges of the Plan Area. These blocks are united by a common management entity/ownership regime, the U.S. Forest Service. The western block (Cleveland National Forest) consists of a long strip of land along the west/southwest edge of the Plan Area, from the 91 Freeway in the north through the Elsinore Mountains in the south. The southern block (Cleveland National Forest) consists of a parcel south of Highway 79, encompassing the Agua Tibia Mountains. The eastern block (San Bernardino National Forest) includes all of the San Bernardino Mountains inside the Plan Area, Banning, Pine Cove, Idyllwild, Mountain Center, and the San Jacinto Mountains. Anticipated Conservation within this unit includes approximately 202,700 acres of existing Public/Quasi-Public Lands.

► Existing Management Entities

Existing management entities within this Management Unit are presented in the following table (*Table 5-5*).

5.0 Management & Monitoring



**TABLE 5-5. EXISTING MANAGEMENT ENTITIES
FOR MANAGEMENT UNIT 3**

LANDS	MANAGEMENT ENTITY
Cleveland National Forest	U.S. Forest Service
San Bernardino National Forest	U.S. Forest Service

Existing activities and management regimes associated with these entities are presented below.

Cleveland National Forest. The Cleveland National Forest consists of three ranger districts: northern, located within eastern Orange County and Western Riverside County; middle, largely located within north central San Diego County as well as a small portion of southwest Riverside County; and the southern region located east of the San Diego Metropolitan Area. The northern region, referred to as the Trabuco Ranger District, is approximately 136,000 acres and has been divided into seven management areas including Black Star Canyon, Coldwater, Trabuco Canyon, Trabuco Hot Springs, Blue Jay-El Cariso, San Mateo Wilderness and General Forest. The middle region, referred to as the Palomar Ranger District, is approximately 131,500 acres and is divided into the Agua Tibia Wilderness, Agua Tibia Research Natural Area, Cutca Valley, Fry Creek Observatory, Barker Valley, San Luis Rey SIA, Caliente and General Forest.

San Bernardino National Forest. The San Bernardino National Forest consists of a northern region, located within the western portion of San Bernardino and Riverside Counties and a southern region, located along the easternmost portion of Western Riverside County. The northern region is approximately 460,990 acres and is divided into eight management areas: the Cucamonga, Cajon, Back Country, Front Country, Santa Ana, Big Bear, San Gorgonio Wilderness and Cucamonga Wilderness. The southern region of the forest encompasses 188,740 acres and has been divided into seven management areas: the Soboba, San Jacinto, Garner, Pinyon, Pyramid Peak, San Jacinto Wilderness and Santa Rosa Wilderness (U.S. Forest Service 1988).

5.0 Management & Monitoring



Lake Mathews/ Lake Skinner Management Unit

➤ Description of Unit

The Lake Mathews/Lake Skinner Management Unit is located in the east-central portion of the Plan Area. Included in this unit are the communities/regions of La Sierra Hills, Lake Mathews, Estelle Mountain, Gavilan Hills, Good Hope, Alberhill, Meadowbrook, Canyon Lake, Lake Elsinore, Sedco Hills, Wildomar, Antelope Valley, Murrieta Hot Springs, French Valley, Lake Skinner, Diamond Valley Lake, Murrieta Creek, and Pechanga Creek. The North Peak Conservation Bank, Motte Rimrock Reserve, El Sobrante Landfill, and other conservation lands such as Granite Homes Conservation Land and Sedco Hills Conservation Bank, are also included in the Management Unit. Several habitat connections are incorporated in the MSHCP from Temescal Wash to the Santa Ana Mountains, including along Indian Canyon, Horsethief Canyon, and Rice Canyon. Reserve lands also connect parcels in the Tenaja Corridor and on the Santa Rosa Plateau (connecting the Santa Margarita Ecological Reserve and the Santa Rosa Plateau Nature Reserve). Anticipated Conservation within this unit includes approximately 62,500 acres of existing Public/Quasi-Public Lands and 40,000 acres of Additional Reserve Lands.

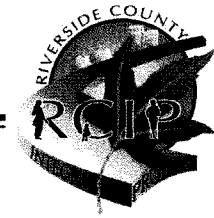
➤ Existing Management Entities

Existing management entities within this Management Unit are shown in the following table (*Table 5-6*).

Existing activities and management regimes associated with these entities are summarized below.

Lake Mathews/Estelle Mountain Reserve. The Lake Mathews/Estelle Mountain Reserve is located along the southern and western shores of Lake Mathews, extending south to the Lee Lake area. A total of 5,160 acres of the reserve is owned by the Metropolitan Water District of Southern California. Approximately 226 acres of land is owned by CDFG, 6,296 acres by the Riverside County Habitat Conservation Agency and 1,032 acres by the Bureau of Land Management (BLM), for an approximate total of 13,000 acres. Agreements have been made with Riverside County Waste Management for future contribution of an additional 286 acres to the reserve as a result of impacts incurred at the El Sobrante Landfill. In order to mitigate for impacts incurred as a result of the Cajalco Detention Basin, Metropolitan has contributed an additional 50 acres.

5.0 Management & Monitoring



**TABLE 5-6
EXISTING MANAGEMENT ENTITIES FOR MANAGEMENT UNIT 4**

LANDS	MANAGEMENT ENTITY
Lake Mathews/Estelle Mountain Reserve	Metropolitan Water District of Southern California California Department of Fish and Game Riverside County Habitat Conservation Agency Bureau of Land Management
Southwestern Riverside County Multi-Species Reserve	Metropolitan Water District of Southern California Riverside County Habitat Conservation Agency Riverside County Parks and Open Space District Bureau of Land Management
Santa Margarita Ecological Preserve	California State University, San Diego The Nature Conservancy California Department of Fish and Game
Santa Rosa Plateau Nature Reserve	California Department of Parks and Recreation County of Riverside The Nature Conservancy
Motte Rimrock Preserve	University of California Regents
Harford Springs Reserve	County of Riverside Parks & Open Space District
Kabian Park	County of Riverside Parks & Open Space District Bureau of Land Management
Emerson Oaks Reserve	University of California Regents

Southwestern Riverside County Multi-Species Reserve. The Southwestern Riverside County Multi-Species Reserve is largely located within the area north of Lake Skinner and south of Diamond Valley Lake. It was created in 1992 as mitigation for impacts to native Habitats and sensitive species as a result of the Diamond Valley Lake project. An HCP was also prepared and included the acquisition of contiguous Habitat within the Diamond Valley Lake/Lake Skinner area. The reserve is comprised of approximately 13,000 acres and is a Stephens' kangaroo rat Core Area.

5.0 Management & Monitoring



Santa Margarita Ecological Preserve. The Santa Margarita Ecological Preserve totals 4,344 acres and is a component of the San Diego State University Field Station Program (San Diego State University College of Sciences). Approximately 939 acres are managed under lease from BLM, 230 acres are managed in cooperation with CDFG and 21 acres are managed in cooperation with The Nature Conservancy (TNC). Of the remaining land, 7 acres are held by the Metropolitan Water District of Southern California (MWD) as a pipeline easement while the remaining 3,147 acres are held by the California State University system or the San Diego State University Foundation. The SDSU Field Station team manages these lands for the purpose of education; educational research is largely based out of the Philip C. Miller Research Station.

Santa Rosa Plateau Nature Reserve. The Santa Rosa Plateau Nature Reserve is an 8,300-acre reserve. Management of the reserve is focused habitat restoration of five target areas: riparian, red-legged frog, vernal pools, Engelmann oak and grasslands.

Motte Rimrock Reserve. The 644-acre Motte Rimrock Reserve is part of a statewide UC Natural Reserve System owned by the University of California Regents. The reserve is funded and managed by the UC Riverside as a research and instructional site and is a Stephens' kangaroo rat Core Area.

Harford Springs Reserve. Harford Springs Reserve is a 325-acre park located within the Gavilan Hills. This largely undeveloped park is owned and managed by RCRPOSD for equestrian use as well as hiking and wildlife viewing.

Kabian Park. Kabian Park consists of 640 acres of land owned by BLM and managed by RCRPOSD. Due to the diversity of wildlife utilizing this open space area, including Stephens' kangaroo rat and coastal California gnatcatcher, a majority of the park is left in its natural state.

Upper Santa Margarita River/Wilson Creek/Anza Valley Management Unit

➤ Description of Unit

The Upper Santa Margarita River/Wilson Creek/Anza Valley Management Unit is located in the southeast section of the Plan Area. Anza Borrego Desert State Park (California Department of Parks and Recreation) and Beauty Mountain Management Area (BLM) are Public/Quasi-Public Lands

5.0 Management & Monitoring



comprising a large portion of the extreme east region of the unit. This unit encompasses one of the largest continuous blocks of Habitat within the Plan Area and includes diverse physiography and Habitats, ranging from the relatively low elevation coastal sage scrub to higher elevation grasslands and chaparral. Anticipated Conservation within this unit includes approximately 28,800 acres of existing Public/Quasi-Public Lands and 64,000 acres of Additional Reserve Lands.

► Existing Management Entities

Existing management entities within this Management Unit include Anza Borrego Desert State Park and BLM Beauty Mountain Management area (*Table 5-7*).

**TABLE 5-7. EXISTING MANAGEMENT ENTITIES
FOR MANAGEMENT UNIT 5**

LANDS	ENTITY
Anza-Borrego Desert State Park	California Department of Parks and Recreation
Beauty Mountain Management Area	Bureau of Land Management

Existing activities and management regimes associated with these entities are presented below.

Anza-Borrego Desert State Park. The entire Anza-Borrego Desert State Park is approximately 600,000 acres, of which 40,000 acres are located within Riverside County. A portion of the 40,000 acres is located within the MSHCP Plan Area. The park is part of the California State Park system, which is managed by the California Department of Parks and Recreation.

The park is managed in accordance with the provisions set forth by California Public Resource Code Section 5019.5 which states that the park shall be managed as a composite whole in order to restore, protect, and maintain its native environmental complexes to the extent compatible with the primary purposes for which the park was established. Therefore, park managers have set up monitoring programs for riparian vegetation communities, the federally endangered Peninsular bighorn sheep (*Ovis canadensis*), least Bell's vireo (*Vireo bellii pusillus*), and other wildlife. In addition, park managers conduct removal of non-native plants such as tamarisk (*Tamarisk* spp.) as well as invasive animals such as feral horses and cowbirds.

5.0 Management & Monitoring



Beauty Mountain Management Area. BLM holdings within this management area are managed in order to perpetuate the following resource conditions: (1) Emphasize protection of sensitive species, open space, watershed and natural values; (2) Improve management effectiveness within the management area through disposal of isolated parcels and consolidation of BLM public land ownership; (3) Enhance Habitats for all wildlife species with an emphasis on deer and quail; and (4) Provide opportunities for low impact recreation through the provision of facilities and services. Management actions have also been established in order to implement all land use allocation directives (BLM 1994).

This management area is a designated Wildlife Habitat Management Area, as well as a Special Recreation Management Area that provides for equestrian use, hiking, backpacking, camping, picnicking, nature study, hunting and motorized vehicle use. The Million Dollar Spring has been designated an Area of Critical Environmental Concern. This 5,830-acre area is located within the eastern portion of the Beauty Mountain Wildlife Study Area and within both San Diego and Riverside counties. This area contains three perennial springs, south coast live oak riparian forest and willow riparian forest. In order to maintain the integrity of these water resources, this area has been designated a right-of-way avoidance area and is not available for material sales. All activities, including grazing, public access, hunting, etc., must be in conformance with the BLM-California 208 Water Quality Management Plan.

5.3 BIOLOGICAL MONITORING PROGRAM

The purpose of this Biological Monitoring Program section is to describe the framework for the approach to monitoring, the preliminary information needed, the steps that will be taken, and how the anticipated results of the initial inventory and assessment phase will direct implementation of the long-term Monitoring Program. This section is not intended to describe a detailed plan for monitoring because it is impossible to determine in advance the number of plots, transects, sampling protocols, or sampling frequencies needed without a scientific basis for establishing the monitoring strategy. The first 5 years of the Monitoring Program are devoted to gathering objective data on species distribution and relative abundances that will be used to determine the long-term monitoring strategy.

As discussed in *Section 6.6.6* of this document, the CDFG shall be responsible for developing the long-term monitoring strategy and for implementing the Monitoring Program for at least the first 8