

considerations to it in hand paid by said second party, the receipt whereof is hereby acknowledged, does by these presents and upon the conditions and subject to the provisions and reservations hereinafter expressed hereby grant unto said second party the easement, right, and privilege of entering upon the hereinafter described real property and constructing and maintaining upon, over and across said real property, ditches, shafts, embankments, walls and other diversion structures, including excavations, dams, cuts, weirs, dikes, and all kinds of conduits and their appurtenances, all for the purpose of conserving and controlling flood water on, over and across said real property, all of which said real property is situate in the County of San Bernardino, State of California, and is described as follows:

1. Lots 13, 48, 49, 86, 87, 124, 125, 164 to 168 inclusive, 205 to 210 inclusive, 240 to 248 inclusive, 271 to 281 inclusive, 302 to 308 inclusive, 308-1/2, 309 to 314 inclusive, the east one-half of Lot 315, the east one-half of Lot 336, all of Lots 337 to 350 inclusive, 374 to 384 inclusive, all of said lots being delineated on map of ONTARIO COLONY LANDS as per plat recorded in Book 11 of Maps, at page 6 thereof, in the office of the County Recorder of said County.

2. Also all of those portions of the following described property that lie in the Cucamonga Wash, as follows:

(a) Blocks 13, 14, 29 and 59 of the SAN ANTONIO HEIGHTS TRACT, as per map of said tract recorded in said office in Book 4 of Maps, at page 48.

(b) Lot 3, in Block 23, and those portions owned by the SAN ANTONIO WATER COMPANY of Lots 1 to 6 inclusive and Lot 12, in Block 20, and that portion owned by the SAN ANTONIO WATER COMPANY of Lot 7, in Block 24, of the CUCAMONGA HOMESTEAD ASSOCIATION LANDS, as per map of said tract recorded in said office in Book 6 of Maps, at page 46.

This conveyance is made upon and is subject to each of the following conditions, provisions and reservations, to-wit:

1. No water or the right to the use of any water now or hereafter existing upon or flowing onto, over or across, or contained in any of said real property is conveyed hereunder, and none of the rights now owned by said first party to sink or spread water in or on any of said real property, or in or on any other lands owned by said first party, shall be impaired or affected by this conveyance, and said second party shall not hereby or by reason of any work to be done in pursuance hereof acquire any right, title or interest in or to the waters which shall at any time fall on or flow on, over or across said real property or exist therein, or in or to the waters of Cucamonga Creek; and it is agreed that the ownership and enjoyment of all of said waters shall remain vested in the parties now owning the same.

2. Said first party reserves the right at any and all times and from time to time to enter upon any of said real property for any purpose connected with the business it is now or may be hereafter carrying on, including the right to construct and maintain upon said real property any and all water and gas conduits, electrical transmission lines, wells, pumping plants, water development works, water conservation works, and other structures, and also including the exclusive right of first party to spread and conserve water on said real property, each of which reserved rights shall be and remain a continuing right which may be exercised by first party at any time and from time to time, and the exercise of any such right shall never impair the power of first party to again exercise any such right.

3. All structures, embankments, ditches, facilities and other construction work for which said easement, right and privilege are granted hereunder, which may be constructed and performed or caused to be constructed and performed by second party, and all repairs and maintenance work thereon caused to be done by second party, shall be without expense to first party, and all of said structures, embankments, ditches and other facilities shall always be maintained by second party in a first-class and safe condition, and in the performance of any of said construction or maintenance work and in the diversion or handling of water on, in or through any of said flood control or water conservation works, or on, in or through said real property, or in the use of said works at any time by second party, it is expressly agreed that no relationship of principal and agent shall ever exist between the parties hereto, and first party shall never be answerable or liable in damages for any act or omission of second party in performing any of said work or in causing the same to be done.

4. In the performance of any of said work second party shall, at all times, prevent such work causing any injury to any well, pumping plant or other structure now or hereafter owned by first party on said real property; but it is understood and agreed that second party is

accepting the easement and rights conveyed hereunder for the public and general purpose of controlling and conserving storm and flood waters, and hence if second party reasonably and properly constructs and maintains the works for which such easement and rights are granted hereunder, then second party shall not be answerable in damages for injury to any property of first party if such injury arises from any cause not reasonably within the control of second party or of which second party has not had actual or implied notice.

5. The cross-wall No. 12, mentioned in said indenture dated November 10, 1934, having been partially destroyed, said second party, so far as first party is concerned, shall be released from any obligation to restore or maintain said wall on its present location, but such release shall not become effective until another wall shall be erected by second party in substitution of said partially destroyed wall, and such substituted wall shall be erected about fifty feet north of and above the present location of said wall No. 12 and at the westerly end of such substituted wall a water-gate shall be constructed by second party in said wall, the dimensions of which shall be not less than twenty feet in width.

6. Whenever any debris, contiguous at any time to the north side of any artificial backfill adjacent to any of the cross-walls Nos. 1 to 12 inclusive (mentioned in said indenture) or of any wall substituted for any of said twelve walls, is removed, then the floor or bottom of the excavation from which such debris is removed shall at all times be left on a level east and west grade paralleling such wall throughout the full length of such wall. As used herein the word "debris" does not include, but is exclusive of, any artificial backfill adjacent to any wall.

7. Nothing herein contained shall affect or impair any of the provisions contained in paragraph 3, or contained in subdivision (f) of said indenture dated November 10, 1934, and all of such provisions shall remain in full force and effect save and except the provisions of said subdivision (f) covering the time of constructing and installing the eleven walls mentioned in said subdivision are, so far as first party is concerned, hereby annulled, said walls having been heretofore constructed.

8. Plans indicating the location of any structure or construction work proposed to be done by second party on said real property shall, before the performance of such work, be submitted to first party, and second party agrees not to perform any such work on any location thereof to which first party makes objection in writing.

9. Said easement and any other right or privilege conveyed hereunder is conveyed subject to any and all burdens, easements, reservations, restrictions, exceptions and encumbrances now existing against or affecting the above described real property or any portion thereof, including any easement or other right owned by the City of Los Angeles or the Metropolitan Water District which affects said property or any part thereof.

10. This instrument is made and recorded for the purpose of correcting the description in Parcel 2 as appears in the instrument heretofore executed on December 19, 1938, by the undersigned SAN ANTONIO WATER COMPANY, and recorded on January 5, 1939, in Official Records Book 1323, page 312, Records Office in aforesaid San Bernardino County.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed.
(CORPORATE SEAL)

SAN ANTONIO WATER COMPANY,
By W. E. Beattie, President
And A. C. Reynolds, Secretary

STATE OF CALIFORNIA, }
COUNTY OF SAN BERNARDINO. } ss.

On this 21st day of January, 1939, before me, H. S. WILSON, a Notary Public in and for the said County and State, personally appeared W. E. BEATTIE, known to me to be the President, and A. C. REYNOLDS, known to me to be the Secretary of SAN ANTONIO 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 therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.
(NOTARIAL SEAL)

H. S. Wilson
Notary Public in and for said County and State.

RESOLUTION ACCEPTING CONVECTION EASEMENT

On motion of SUPERVISOR FOWLER, duly seconded by SUPERVISOR ANDRESON, and carried unani- mously, the following resolution is adopted, and order made:

BE IT RESOLVED, this 23rd day of January, 1939, by the Board of Supervisors of the County of San Bernardino, State of California, that the easement dated the 21st day of January, 1939, executed by the SAN ANTONIO WATER COMPANY, to the County of San Bernardino, State of Cali- fornia, be, and is hereby accepted, for the purposes and intentions as therein set forth; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be attached to said easement, and that the same be recorded in the office of the County Recorder of the County of San Bernardino, State of California, and filed in the records of this Board.

STATE OF CALIFORNIA, }
COUNTY OF SAN BERNARDINO } SS.

I, HARRY L. ALLISON, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the resolution accepting the easement attached hereto and entered on the 23rd day of January, 1939, in Book A-13 of Supervisors' Minutes, at page 51 thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of January, 1939.

(SEAL OF BOARD OF SUPERVISORS)

HARRY L. ALLISON, Clerk of the Board of Supervisors.
By Harold Zenz, Deputy.

No. 115 "Endorsed" Recorded at request of Grantee, Jan. 24, 1939 at 4:35 P.M. in Book 1325, Page 173, Official Records, San Bernardino County, Calif., Ted R. Carpenter, County Re- corder, by O. O. Boyd, Deputy. Fee None/30.

Compared

M.Kinder L.Halo

For instrument as shown this record
in Book 1371 Page 147 Official Records
" " 1389 " 141 " " " (1380)

THIS DEED OF TRUST, Made this 19th day of January, 1939 By and Between A. B. HERKELRATH and LOUISE M. HERKELRATH, husband and wife, hereinafter called Trustor, L. P. PATTERSON, Trus- tee, hereinafter called Trustee, and THE SAN ANTONIO WATER COMPANY, a corporation, hereinafter called Beneficiary;

WITNESSETH, That whereas the said Trustor is a member of, and whereas said Trustor has borrowed and received from the said Beneficiary, the sum of Sixteen Hundred (\$1,600.00) Dollars, and has agreed to repay the same with interest to the said Beneficiary, at its office in the City of San Bernardino, California, according to the terms and conditions of a certain promissory note, of even date herewith, executed and delivered therefor by the said Trustor;

NOW THIS INDENTURE WITNESSETH: That said Trustor, in consideration of the aforesaid in- debtedness to the Beneficiary, and for the purpose of securing the payment of said promissory note and of any sum or sums of money with the interest thereon that may be paid or advanced by, or may otherwise be due to said Trustee or said Beneficiary, under the provisions of this instrument, or in accordance with and under the provisions of the rules or by-laws of said Beneficiary, special reference being had to said rules and by-laws, and particularly to such portions thereof as especially govern and relate to loans made to borrowers, and the payment of such loans and the interest thereon; and also such additional sums as may be hereafter borrowed by the said Trustor, or by the grantee or any successor in interest of Trustor, from said Beneficiary, with interest thereon, does hereby grant and transfer unto said Trustee, and to the successor or successors of said Trustee in the trusts hereby created, with power of sale, all that certain property situate, lying and being in the City of San Bernardino, County of San Bernardino, California, and described as follows, to-wit:

Lot 3, Block 3, HART & MARSHALL SUBDIVISION, in the City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, page 48, records of said County.

ALSO, all structures, fixtures and improvements thereon or that may at any time be placed thereon, together with all shares of the capital stock of any water company, standing in the name of or owned by Trustor, and representing water used on said premises or evidencing any water right connected with said premises.

KODAK SAFETY FILM

I hereby certify that this is a true copy of
the record consisting of 4 pages if the
seal of this office is impressed in purple ink.

Larry Walker

LARRY WALKER
Auditor-Controller/Recorder
San Bernardino County, CA



JAN 3 0 2003