

ORIGINAL TO WATER CO

COPY

GRANT OF RIPARIAN WATER RIGHT AND RIGHT OF WAY  
AGREEMENT TO MAINTAIN AND USE EXISTING  
WATER DISTRIBUTING SYSTEM

Whereas, CASCADEL RANCH PROPERTIES, Inc., of the City of North Fork, County of Madero, State of California, party of the first part for upwards of seventy-five years has enjoyed a continuous flowing stream of spring water originating from a spring atop a mountain adjacent the properties of said party, said spring water unharnessed running freely over and above said properties owned and maintained by said party as a private club and vacation resort for the benefit of its membership, and

Whereas, said party of the first part has caused to be subdivided a portion of its said properties into residential lots, has sold and is offering for sale additional of said lots exclusively to the members, and

Whereas, said party of the first part believing it to be essential and of material benefit that said lots be provided with running water for domestic consumption, and to enhance its recreational and club advantages, has caused to be constructed on its said properties a reservoir and a pipe line to and from said spring to and in connection with said reservoir for the impounding of said spring water, and also has caused to be laid a plurality of pipe lines from said reservoir to all of said subdivided lots, in order to provide a complete water system in and about its said properties, and

Whereas, said party of the first part is desirous of relieving itself of the responsibilities of supervising, the upkeep and maintenance of said water system, has offered to assign the same without cost and free of encumbrance to Cascadel Mutual Water Co., Inc., of said city of North Fork,

Basil Robinson 12:30 P.M.  
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AUG 23 1955

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county and state aforesaid, party of the second part, inclusive of any and all riparian rights it has or may have to said riparian running spring water, subject to the conditions and restriction hereinafter set forth, and

Whereas, said Cascadel Mutual Water Co., party of the second part has accepted said offer and has agreed to supervise, maintain and provide said lots with said running spring water for domestic purposes, said party of the first part by these presents, hereby assigns, transfers and sets over unto said party of the second part, all right, title and interest it has or may have in and to its riparian water right to said spring water, in further consideration of the foregoing and of the covenants on the part of said party of the second part, hereinafter contained, together with the further rights and liberties following, namely:-

(a) The right, for the purpose of conveying water from said spring to that certain reservoir existing on the properties of party of the first part, the right to maintain and use, through and under said properties the multiple number of pipes in covered trenches, extending from said reservoir to and about the said tract so as to properly distribute the water to the separate lots party of the first part has caused to be subdivided in a portion of its properties,

(b) Liberty from time to time to enter upon said properties and to open up said covered trenches to expose said pipe lines, or any part thereof for the purpose of inspection, repairing or renewing the same as occasion may require at its own expense, doing no unnecessary damage to properties and restoring the surface thereof whenever opened up, as soon as may be;

(c) Liberty to enter upon said properties, whenever

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the right to maintain the water system for any reason shall cease, said riparian water right to said spring water, and any interest the party of the second part has acquired or assumed by reason of the aforesaid assignment, inclusive of the entire water system, shall revert back to the party of the first part without cost or obligation of any kind, free from encumbrance, inclusive of any and all improvements and additions party of the second part provided, the party of the second part, its officers and directors by reason of the foregoing hereby agreeing that in said event, its officers and directors shall be and hereby are authorized and directed to execute all documents, and to take such action as may be necessary in order to carry into effect and perform said obligation to the party of the first part.

The properties of the party of the first part affected by this agreement which said party of the second part under the conditions therein set forth is to develop, improve and maintain is as follows:

Beginning at the East end of Cascadel Drive, East 400 feet to a settling tank, at which point a strip of land approximately 60' X 100' is included as an easement or right of way to the party of the second part. Thence East 400 feet to the Forestry boundary line. Thence, in an Easterly direction 1200 feet to the reservoir site, being 900 feet Easterly from the East end of Cascadel Drive N., a strip of land approximately 60' X 100' is included as an easement or right of way to the party of the second part. Thence from a settling tank, 600' to the East end of Cascadel Drive E. Thence, following Cascadel Drive East to the junction of Cascadel Drive 2000'. Thence, Southerly and Westerly along Cascadel Road, 700'. Thence from the end of Cascadel drive N. running Westerly on said Drive, 12000' to the junction of Cascadel Drive and Cascadel Drive n. Thence, 100' to the lodge or club building located on Cascadel Dr.

Thence, on Cascadel Drive, Westerly to a point #1, the junction of Cascadel Drive and Hillcrest Road. Thence, from point #1, Northerly on Hillcrest Road 150 feet to Point #2. Thence, from point #2, North-erly, on Hillcrest Road to the point of the end of said road.

Thence from point #2 Northerly, on Vista Drive, 900 feet to point #3. Thence, from point #3 S. Westerly to point #4, 700 feet. Thence, from point #3, 300 feet North to Reservoir site, and including a parcel of land 60 X 100 feet, for said reservoir.

Thence, from point #1, Westerly along Cascadel Drive to Loma Linda Drive at point #4. Thence from point #4 North Westerly on Loma Linda Drive 500 feet.

From Reservoir #1, thence 650 feet West to point #6 on Loma Linda Drive,

An area of land equal to ~~6000~~ <sup>18,000 sq ft</sup> square feet is allotted to Cascadel Mutual Water Co., for its three reservoirs.

Said party of the second part covenants with said party of the first part as follows; namely,-That said party of the second part:

(a) Will do all work and things hereby authorized to be done by it upon or affecting said properties of party of the first part, in a good and workmanlike manner so as to cause no unnecessary damage or disturbance in its operation of the same;

(b) Will be responsible for and pay to said party of the first part for any damage to it by said party of the second part or its agents in so laying, repairing, renewing, or removing any line of pipe, or any part thereof, or by reason of said pipe leaking, breaking or bursting, or that may result from any reason or cause to said party of the first part or to its properties, or the dwelling or other premises in consequence of the granting by said party of the first part the said rights and privileges;

(c) Will keep said party of the first part indemnified against all action, claims and demands that may be lawfully brought or made against it by reason of anything done by said party of the second part in the exercise or purported exercise of the rights and privileges hereby granted.

(d) Will at any time, upon ten (10) days notice in writing given by said party of the first part, that it desires to erect a building or buildings upon that part of its properties under which a line of pipe is laid and calculated to interfere with the erection of said building or buildings, remove said line of pipe or so much thereof as is necessary and relay the same in such courses and manner as the officers or agents of said party of the first part in said notice have specified, and restore the ground area from which said pipe line or part thereof was removed, and in which said pipe line, or any part thereof may be relaid in as good a state and condition as it was in immediately before the time of said removal and relaying.

(f) Will, whenever its right to maintain its pipe lines shall cease, within ten (10) days thereafter remove the same, and restore the ground area in as good a state and condition as it was in immediately before the date of such removal.

If there is any breach of any of the covenants on the part of said party of the second part, or the conditions herein contained, then and in any such case, it shall be lawful for said party of the first part on ten (10) days notice in writing given to said party of the second part, to terminate this agreement and thereupon the same shall be determined without prejudice to the remedy in respect of anything done or suffered before said determination, or to any right accruing to party of the first part under the provisions hereof.

Said party of the first part covenants with said party of the second part that said party of the second part performing and observing the covenants and conditions on its

part to be performed and observed, may peaceably hold and enjoy the rights and liberties hereby granted without any interruption on the part of said party of the first part.

The mention in this agreement of either of said parties hereto by name or otherwise, shall be deemed to include their successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused their respective names to be signed hereto by their proper officers thereto duly authorized, and their respective corporate seals to be hereunto attached and duly attested this 31 day of May, 1963.

Cascadel Ranch Properties, Inc.

By [Signature]  
President

Attest [Signature]  
Secretary

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Cascadel Mutual Water Co.

By [Signature]  
President

Attest [Signature]  
B. Alonzo Cornwell, Secretary

STATE OF CALIFORNIA )  
County of Los Angeles ) SS:

on this 31 day of May, 1963, before me Katherine E. Molz, a notary Public in and for said County, personally appeared Barclay Robinson known to me to be the president of Cascadel Ranch Properties, Inc., that executed the within instrument and acknowledge to that said corporation executed the same.

[Signature]  
Notary Public in and for  
said County and State.

KATHERINE E. MOLZ  
My Commission Expires July 1, 1966

STATE OF CALIFORNIA )  
County of Los Angeles ) SS:

On this 31 day of May, 1963, before me  
Katherine E. Molz, a Notary Public in and for  
said county, personally appeared Basil Robinson  
known to me to be the president of Cascadel Mutual Water  
Co., Inc., that executed the within instrument and acknowl-  
edged to me that said corporation executed the same.

Katherine E. Molz  
Notary Public in and  
for said County and State

KATHERINE E. MOLZ  
My Commission Expires July 1, 1965

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