SHARES LEASE

This Shares Lease ("Lease") is entered into between the the City of Redlands ("Lessor") and R. Craig Wesson ("Lessee"). Lessor and Lessee agree as follows:

A. Lessor is the owner of shares of the Capital Stock of Crafton Water Company ("Shares"); and

B. Lessor desires to lease **60** of its Shares (hereinafter the "Leased Shares") to Lessee on the terms and conditions set forth hereinafter.

1. **Lease.** Lessor hereby agrees to lease the Leased Shares to Lessee and Lessee agrees to lease same from Lessor for the purpose of providing water to Lessee. Said water shall not be used by Lessee for human consumption prior to treatment by Lessee, to California Department of Health Services, Office of Drinking Water Standards.
2. **Term.** The term of this lease shall be 12 months beginning on May 1, 2001 and ending on April 30, 2002, (in no event more than one year) ("Lease term"). Notwithstanding the foregoing, Lessee understands and agrees that (a) the real property owned by the Lessor ("Lessor's Real Property") could be the subject of a condemnation proceeding or other taking, (b) the Leased Shares are not currently subject to a condemnation proceeding or other taking, (c) In the event the Leased Shares are the subject matter of a condemnation award or in the event the Leased Shares as described are the subject matter of a condemnation proceeding then in that event the entire amount of any such award shall be the sole and exclusive property of Lessor and the Lessee shall have no interest therein, (d) in the event there is a taking of the Leased Shares by condemnation, then in that event this Lease shall terminate and the Lessee shall be entitled to a pro rata refund of the Rent as defined hereinbelow, and (e) there is no implied intention that this Lease or any rights or interest hereunder will be extended beyond the Lease Term.
3. **Rent.** Lessee hereby agrees to pay Lessor the sum of $4,260.00 upon execution of the Lease for the Leased Shares as set forth herein.
4. **Assignability.** Lessee hereby agrees that it shall not have the right to assign, sublet or otherwise transfer or encumber the Leased Shares under this Lease.
5. **Voting Rights.** Lessor retains voting rights associated with ownership of the Leased Shares.
6. **Waiver.** Lessee hereby agrees to hold harmless Lessor from any loss, cost, expense and claims arising directly or indirectly out of (a) condemnation of the Lessor's Real Property or the Leased Shares prior to expiration of this Lease, (b) this Lease, and (c) from any environmental contamination of any water attendant to the Leased Shares, from whatever cause. Lessor assumes no responsibility for the quality or purity of any water attendant to the Leased Shares.

This Lease is executed on the 1st day of May 2001.

"Lessor:" City of Redlands	"Lessee:" R. Craig Wesson
BY: Pat Gilbreath Pat Gilbreath Mayor	BY: R Craig Wesson
Attest: Lorrie Poyzer City Clerk	

SHARES LEASE

This Shares Lease ("Lease") is entered into between Western Water Company ("Lessor") and the City of Redlands ("Lessee"). Lessor and Lessee agree as follows:

A. Lessor is the owner of 4,950 shares of the Capital Stock of Bear Valley Mutual Water Company ("Shares"); and

B. Lessor desires to lease 4,950 of its Shares (hereinafter the "Leased Shares") to Lessee on the terms and conditions set forth hereinafter.

1. **Lease.** Lessor hereby agrees to lease the Leased Shares to Lessee and Lessee agrees to lease same from Lessor for the purpose of providing water to Lessee. Said water shall not be used by Lessee for human consumption prior to treatment by Lessee, to California Department of Health Services, Office of Drinking Water Standards.
2. **Term.** The term of this lease shall be 12 months beginning on May 1, 2001 and ending on April 30, 2002, (in no event more than one year) ("Lease term"). Notwithstanding the foregoing, Lessee understands and agrees that (a) the real property owned by the Lessor ("Lessor's Real Property") could be the subject of a condemnation proceeding or other taking, (b) the Leased Shares are not currently subject to a condemnation proceeding or other taking, (c) In the event the Leased Shares are the subject matter of a condemnation award or in the event the Leased Shares as described are the subject matter of a condemnation proceeding then in that event the entire amount of any such award shall be the sole and exclusive property of Lessor and the Lessee shall have no interest therein, (d) in the event there is a taking of the Leased Shares by condemnation, then in that event this Lease shall terminate and the Lessee shall be entitled to a pro rata refund of the Rent as defined hereinbelow, and (e) there is no implied intention that this Lease or any rights or interest hereunder will be extended beyond the Lease Term.
3. **Rent.** Lessee hereby agrees to pay Lessor the sum of $9,900.00 upon execution of the Lease for the Leased Shares as set forth herein. Lessee further agrees to pay Lessor, within 30 days of an invoice, the amount of any stock assessment on said shares which would result in an annual assessment in excess of $1.00 per share, if any, and any delivery charges levied by Bear Valley Mutual for delivery of water associated with water deliveries associated with said shares.
4. **Assignability.** Lessee hereby agrees that it shall not have the right to assign, sublet or otherwise transfer or encumber the Leased Shares under this Lease.
5. **Voting Rights.** Lessor retains voting rights associated with ownership of the Leased Shares.
6. **Waiver.** Lessee hereby agrees to hold harmless Lessor from any loss, cost, expense and claims arising directly or indirectly out of (a) condemnation of the Lessor's Real Property or the Leased Shares prior to expiration of this Lease, (b) this Lease, and (c) from any environmental contamination of any water attendant to the Leased Shares, from whatever cause. Lessor assumes no responsibility for the quality or purity of any water attendant to the Leased Shares.

This Lease is executed on the 1st day of May 2001.

"Lessor:"	"Lessee:"
Western Water Company	City of Redlands
BY: William T. Aschnner	BY: Pat Gilbreath
Title CFO	Pat Gilbreath Mayor
	Attest: Lorrie Poyzer City Clerk

SHARES LEASE

This Shares Lease ("Lease") is entered into between the Tom Slemmer ("Lessor") and the City of Redlands ("Lessee"). Lessor and Lessee agree as follows:

A. Lessor is the owner of 275 shares of the Capital Stock of Bear Valley Mutual Water Company ("Shares"); and

B. Lessor desires to lease 275 of its Shares (hereinafter the "Leased Shares") to Lessee on the terms and conditions set forth hereinafter.

1. **Lease.** Lessor hereby agrees to lease the Leased Shares to Lessee and Lessee agrees to lease same from Lessor for the purpose of providing water to Lessee. Said water shall not be used by Lessee for human consumption prior to treatment by Lessee, to California Department of Health Services, Office of Drinking Water Standards.
2. **Term.** The term of this lease shall be 12 months beginning on May 1, 2001 and ending on April 30, 2002, (in no event more than one year) ("Lease term"). Notwithstanding the foregoing, Lessee understands and agrees that (a) the real property owned by the Lessor ("Lessor's Real Property") could be the subject of a condemnation proceeding or other taking, (b) the Leased Shares are not currently subject to a condemnation proceeding or other taking, (c) In the event the Leased Shares are the subject matter of a condemnation award or in the event the Leased Shares as described are the subject matter of a condemnation proceeding then in that event the entire amount of any such award shall be the sole and exclusive property of Lessor and the Lessee shall have no interest therein, (d) in the event there is a taking of the Leased Shares by condemnation, then in that event this Lease shall terminate and the Lessee shall be entitled to a pro rata refund of the Rent as defined hereinbelow, and (e) there is no implied intention that this Lease or any rights or interest hereunder will be extended beyond the Lease Term.
3. **Rent.** Lessee hereby agrees to pay Lessor the sum of $550.00 upon execution of the Lease for the Leased Shares as set forth herein. Lessee further agrees to pay Lessor, within 30 days of an invoice, the amount of any stock assessment on said shares which would result in an annual assessment in excess of $1.00 per share, if any, and any delivery charges levied by Bear Valley Mutual for delivery of water associated with water deliveries associated with said shares.
4. **Assignability.** Lessee hereby agrees that it shall not have the right to assign, sublet or otherwise transfer or encumber the Leased Shares under this Lease.
5. **Voting Rights.** Lessor retains voting rights associated with ownership of the Leased Shares.
6. **Waiver.** Lessee hereby agrees to hold harmless Lessor from any loss, cost, expense and claims arising directly or indirectly out of (a) condemnation of the Lessor's Real Property or the Leased Shares prior to expiration of this Lease, (b) this Lease, and (c) from any environmental contamination of any water attendant to the Leased Shares, from whatever cause. Lessor assumes no responsibility for the quality or purity of any water attendant to the Leased Shares.

This Lease is executed on the 1st day of May, 2001.

"Lessor:"	"Lessee:"
Tom Slemmer	City of Redlands
BY: Tom Slemmer	BY: Pat Gilbreath
	Pat Gilbreath
	Mayor
	Attest: Lorrie Poyzer
	City Clerk

SHARES LEASE

This Shares Lease ("Lease") is entered into between the David Knight ("Lessor") and the City of Redlands ("Lessee"). Lessor and Lessee agree as follows:

A. Lessor is the owner of 1,012 shares of the Capital Stock of Bear Valley Mutual Water Company ("Shares"); and

B. Lessor desires to lease 1000 of its Shares (hereinafter the "Leased Shares") to Lessee on the terms and conditions set forth hereinafter.

1. **Lease.** Lessor hereby agrees to lease the Leased Shares to Lessee and Lessee agrees to lease same from Lessor for the purpose of providing water to Lessee. Said water shall not be used by Lessee for human consumption prior to treatment by Lessee, to California Department of Health Services, Office of Drinking Water Standards.
2. **Term.** The term of this lease shall be 12 months beginning on May 1, 2001 and ending on April 30, 2002, (in no event more than one year) ("Lease term"). Notwithstanding the foregoing, Lessee understands and agrees that (a) the real property owned by the Lessor ("Lessor's Real Property") could be the subject of a condemnation proceeding or other taking, (b) the Leased Shares are not currently subject to a condemnation proceeding or other taking, (c) In the event the Leased Shares are the subject matter of a condemnation award or in the event the Leased Shares as described are the subject matter of a condemnation proceeding then in that event the entire amount of any such award shall be the sole and exclusive property of Lessor and the Lessee shall have no interest therein, (d) in the event there is a taking of the Leased Shares by condemnation, then in that event this Lease shall terminate and the Lessee shall be entitled to a pro rata refund of the Rent as defined hereinbelow, and (e) there is no implied intention that this Lease or any rights or interest hereunder will be extended beyond the Lease Term.
3. **Rent.** Lessee hereby agrees to pay Lessor the sum of $1,777.00 upon execution of the Lease for the Leased Shares as set forth herein. Lessee further agrees to pay Lessor, within 30 days of an invoice, the amount of any stock assessment on said shares which would result in an annual assessment in excess of $1.00 per share, if any, and any delivery charges levied by Bear Valley Mutual for delivery of water associated with water deliveries associated with said shares.
4. **Assignability.** Lessee hereby agrees that it shall not have the right to assign, sublet or otherwise transfer or encumber the Leased Shares under this Lease.
5. **Voting Rights.** Lessor retains voting rights associated with ownership of the Leased Shares.
6. **Waiver.** Lessee hereby agrees to hold harmless Lessor from any loss, cost, expense and claims arising directly or indirectly out of (a) condemnation of the Lessor's Real Property or the Leased Shares prior to expiration of this Lease, (b) this Lease, and (c) from any environmental contamination of any water attendant to the Leased Shares, from whatever cause. Lessor assumes no responsibility for the quality or purity of any water attendant to the Leased Shares.

This Lease is executed on the 1st day of May 2001.

"Lessor:"
David Knight

BY: David B. Knight

"Lessee:"
City of Redlands

BY: Pat Gilbreath
Pat Gilbreath
Mayor

Attest: Lorrie Poyzer
City Clerk

SHARES LEASE

This Shares Lease ("Lease") is entered into between the Arnold and Margaret Wright ("Lessor") and the City of Redlands ("Lessee"). Lessor and Lessee agree as follows:

A. Lessor is the owner of 918 shares of the Capital Stock of Bear Valley Mutual Water Company ("Shares"); and

B. Lessor desires to lease 918 of its Shares (hereinafter the "Leased Shares") to Lessee on the terms and conditions set forth hereinafter.

1. **Lease.** Lessor hereby agrees to lease the Leased Shares to Lessee and Lessee agrees to lease same from Lessor for the purpose of providing water to Lessee. Said water shall not be used by Lessee for human consumption prior to treatment by Lessee, to California Department of Health Services, Office of Drinking Water Standards.
2. **Term.** The term of this lease shall be 12 months beginning on May 1, 2001 and ending on April 30, 2002, (in no event more than one year) ("Lease term"). Notwithstanding the foregoing, Lessee understands and agrees that (a) the real property owned by the Lessor ("Lessor's Real Property") could be the subject of a condemnation proceeding or other taking, (b) the Leased Shares are not currently subject to a condemnation proceeding or other taking, (c) In the event the Leased Shares are the subject matter of a condemnation award or in the event the Leased Shares as described are the subject matter of a condemnation proceeding then in that event the entire amount of any such award shall be the sole and exclusive property of Lessor and the Lessee shall have no interest therein, (d) in the event there is a taking of the Leased Shares by condemnation, then in that event this Lease shall terminate and the Lessee shall be entitled to a pro rata refund of the Rent as defined hereinbelow, and (e) there is no implied intention that this Lease or any rights or interest hereunder will be extended beyond the Lease Term.
3. **Rent.** Lessee hereby agrees to pay Lessor the sum of $1,836.00 upon execution of the Lease for the Leased Shares as set forth herein. Lessee further agrees to pay Lessor, within 30 days of an invoice, the amount of any stock assessment on said shares which would result in an annual assessment in excess of $1.00 per share, if any, and any delivery charges levied by Bear Valley Mutual for delivery of water associated with water deliveries associated with said shares.
4. **Assignability.** Lessee hereby agrees that it shall not have the right to assign, sublet or otherwise transfer or encumber the Leased Shares under this Lease.
5. **Voting Rights.** Lessor retains voting rights associated with ownership of the Leased Shares.
6. **Waiver.** Lessee hereby agrees to hold harmless Lessor from any loss, cost, expense and claims arising directly or indirectly out of (a) condemnation of the Lessor's Real Property or the Leased Shares prior to expiration of this Lease, (b) this Lease, and (c) from any environmental contamination of any water attendant to the Leased Shares, from whatever cause. Lessor assumes no responsibility for the quality or purity of any water attendant to the Leased Shares.

This Lease is executed on the 1st day of May 2001.

"Lessor:"
Arnold and Margaret Wright

BY: Arnold L. Wright

BY: Margaret C. Wright

"Lessee:"
City of Redlands

BY: Pat Gilbreath
Pat Gilbreath
Mayor

Attest: Lorrie Poyzer
City Clerk

SHARES LEASE

This Shares Lease ("Lease") is entered into between the San Bernardino Valley Municipal Water District ("Lessor") and the City of Redlands ("Lessee"). Lessor and Lessee agree as follows:

A. Lessor is the owner of 21,180 shares of the Capital Stock of Bear Valley Mutual Water Company ("Shares"); and

B. Lessor desires to lease 14,500 of its Shares (hereinafter the "Leased Shares") to Lessee on the terms and conditions set forth hereinafter.

1. **Lease.** Lessor hereby agrees to lease the Leased Shares to Lessee and Lessee agrees to lease same from Lessor for the purpose of providing water to Lessee. Said water shall not be used by Lessee for human consumption prior to treatment by Lessee, to California Department of Health Services, Office of Drinking Water Standards.
2. **Term.** The term of this lease shall be 12 months beginning on May 1, 2001 and ending on April 30, 2002, (in no event more than one year) ("Lease term"). Notwithstanding the foregoing, Lessee understands and agrees that (a) the real property owned by the Lessor ("Lessor's Real Property") could be the subject of a condemnation proceeding or other taking, (b) the Leased Shares are not currently subject to a condemnation proceeding or other taking, (c) In the event the Leased Shares are the subject matter of a condemnation award or in the event the Leased Shares as described are the subject matter of a condemnation proceeding then in that event the entire amount of any such award shall be the sole and exclusive property of Lessor and the Lessee shall have no interest therein, (d) in the event there is a taking of the Leased Shares by condemnation, then in that event this Lease shall terminate and the Lessee shall be entitled to a pro rata refund of the Rent as defined hereinbelow, and (e) there is no implied intention that this Lease or any rights or interest hereunder will be extended beyond the Lease Term.
3. **Rent.** Lessee hereby agrees to pay Lessor the sum of $29,000.00 upon execution of the Lease for the Leased Shares as set forth herein. Lessee further agrees to pay Lessor, within 30 days of an invoice, the amount of any stock assessment on said shares which would result in an annual assessment in excess of $1.00 per share, if any, and any delivery charges levied by Bear Valley Mutual for delivery of water associated with water deliveries associated with said shares.
4. **Assignability.** Lessee hereby agrees that it shall not have the right to assign, sublet or otherwise transfer or encumber the Leased Shares under this Lease.
5. **Voting Rights.** Lessor retains voting rights associated with ownership of the Leased Shares.
6. **Waiver.** Lessee hereby agrees to hold harmless Lessor from any loss, cost, expense and claims arising directly or indirectly out of (a) condemnation of the Lessor's Real Property or the Leased Shares prior to expiration of this Lease, (b) this Lease, and (c) from any environmental contamination of any water attendant to the Leased Shares, from whatever cause. Lessor assumes no responsibility for the quality or purity of any water attendant to the Leased Shares.

This Lease is executed on the 1st day of May 2001.

"Lessor:"
San Bernardino Valley Municipal
Water District

BY: [signature]

Title General Manager

"Lessee:"
City of Redlands

BY: Pat Gilbreath
Pat Gilbreath
Mayor

Attest: Lorrie Poyzer
City Clerk