

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, 2002 and ending on April 30, 2003, (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 herein below, 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 \$11,137.50 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 \$1.25 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 16th day of April 2002.

"Lessor:"
Western Water Company

BY: _____

Title: _____


Julie Vice President

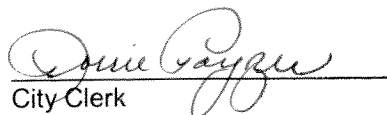
"Lessee:"
City of Redlands

BY: _____

Karl N. (Kasey) Haws
Mayor

Attest: _____

City Clerk



SHARES LEASE

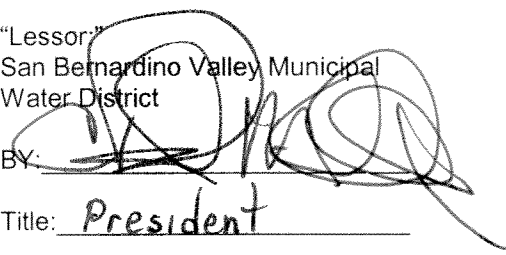
This Shares Lease ("Lease") is entered into between the San Bernardino Valley Municipal Water District ("Lessor") and the City of Redlands ("Lessee"). Lessor and Lessee agree as follows:

- 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, 2002 and ending on April 30, 2003, (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 \$32,625.00 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 16th day of April, 2002.

"Lessor"

San Bernardino Valley Municipal
Water District

BY: 

Title: President

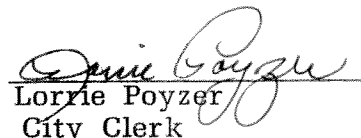
"Lessee:"

City of Redlands

BY: 

Karl N. Haws
Title: Mayor

Attest:


Lorrie Poyzer
City Clerk

SHARES LEASE

This Shares Lease ("Lease") is entered into between the City of Redlands, a Municipal Corporation ("Lessor") and Bear Valley Mutual Water Company ("Lessee"). Lessor and Lessee agree as follows:

A. Lessor is the owner of 98 shares of the Capital Stock of the Crafton Heights Pipeline Company ("Shares"); and

B. Lessor desires to lease its 98 Shares represented by stock certificate numbers 256, 425 and 428 (hereinafter the "Leased Shares") to Lessee on the terms and conditions set forth hereinafter.

1. **Lease.** Lessor hereby agrees to lease the Shares to Lessee and Lessee agrees to lease same from Lessor for the purpose of providing pipeline capacity to Lessee. Any water transported by said pipeline capacity is not intended to be used for human consumption and 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 begin on May 1, 2002 and end on April 30, 2003, [in no event more than one year] ("Lease Term") Notwithstanding the foregoing, Lessee understands and agrees that, 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 \$1,470.00 ("Rent") in full upon execution of the Lease for the Leased Shares as set forth herein. Any and all capacity surcharges or extra water charges associated with use by the Lessee of the Leased Shares are the sole responsibility of the Lessee for the lease term.

4. **Assignability.** Lessor hereby agrees that Lessee shall have the right to assign or sublet (rent pool) but not otherwise transfer or encumber the Leased Shares under this Lease.

5. **Waiver.** Lessee hereby agrees to hold harmless Lessor from any loss, cost, expense and claims arising directly or indirectly out of the use of the Lessor's Leased Shares prior to expiration of this Lease, and 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.

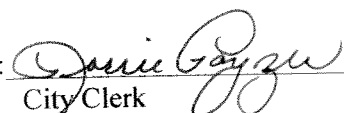
This Lease is executed April 16, 2002

"Lessor":

By: 
Karl N. (Kasey) Haws
Mayor

"Lessee":

By: 
Title: Manager

Attest: 
City Clerk

SHARES LEASE

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

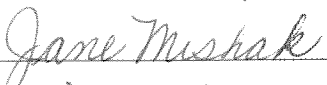
- A. Lessor is the owner of shares of the Capital Stock of Crafton Water Company ("Shares"); and
- B. Lessor desires to lease **20** of its Shares (hereinafter the "Leased Shares") to Lessee on the terms and conditions set forth hereinafter.
1. **Lease.** Lessor hereby agrees to lease the Leased Shares 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 begin on May 1, 2002 and end on April 30, 2003, (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 herein below, 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 \$1,120.00 upon execution of the Lease for the Leased Shares as set forth herein. Lessee further agrees to pay Lessor the amount of any stock assessment on said shares, which would result in an annual assessment in excess of \$55.00 per share, if any, and any delivery or entitlement charge levied by Crafton Water Company for delivery of water 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.

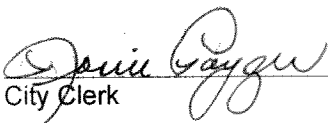
This Lease is executed on the 16th day of April 2002.

"Lessor:"
City of Redlands

BY: 
Karl N. (Kasey) Haws
Mayor

"Lessee:"
Wayne Mishak

BY: 
Mishak Ranches

Attest: 
City Clerk

SHARES LEASE

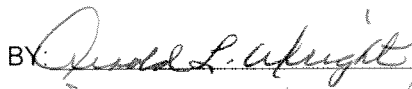
This Shares Lease ("Lease") is entered into between the Arnold and Margaret Wright ("Lessor") and the City of Redlands ("Lessee"). Lessor and Lessee agree as follows:

- 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, 2002 and ending on April 30, 2003, (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 \$2,065.50 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 \$1.25 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 16th day of April 2002.

"Lessor:"
Arnold and Margaret Wright

"Lessee:"
City of Redlands

BY: 
BY: 

BY: 
Karl N. (Kasey) Haws
Mayor

Attest: 
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, 2002 and ending on April 30, 2003, (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 \$2,250.00 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 \$1.25 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 16th day of April 2002.

"Lessor:"
David Knight

"Lessee:"
City of Redlands

BY: David Knight

BY: Karl N. (Kasey) Haws

Karl N. (Kasey) Haws
Mayor

Attest: Joan Payne

City Clerk

SHARES LEASE

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

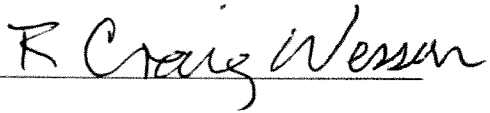
- A. Lessor is the owner of shares of the Capital Stock of Crafton Water Company ("Shares"); and
- B. Lessor desires to lease **60** of its Shares (hereinafter the "Leased Shares") to Lessee on the terms and conditions set forth hereinafter.
 1. **Lease.** Lessor hereby agrees to lease the Leased Shares 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 begin on May 1, 2002 and end on April 30, 2003, (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 herein below, 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 \$3,360.00 upon execution of the Lease for the Leased Shares as set forth herein. Lessee further agrees to pay Lessor the amount of any stock assessment on said shares, which would result in an annual assessment in excess of \$55.00 per share, if any, and any delivery or entitlement charge levied by Crafton Water Company for delivery of water 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.

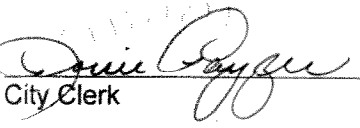
This Lease is executed on the 16th day of April 2002.

"Lessor:"
City of Redlands

BY: 
Karl N. (Kasey) Haws
Mayor

"Lessee:"
R. Craig Wesson

BY: 

Attest: 
City Clerk