

A G R E E M E N T

THIS AGREEMENT made this ⁴⁰⁰⁰¹7 day of December, 1967, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Edison", party of the first part, and the CITY OF REDLANDS, hereinafter called "Redlands", MILL CREEK WATER USERS ASSOCIATION, hereinafter called "Association", and CRAFTON WATER COMPANY, hereinafter called "Crafton", parties of the second part,

WITNESSETH:

WHEREAS, by an Indenture dated February 1, 1896, recorded on June 18, 1896, in Book 257 of Deeds, Page 46, Records of San Bernardino County, between the predecessors in interest of Southern California Edison Company and of all parties having an interest in the waters of Mill Creek below Mill Creek Powerhouse No. 1, Edison was granted the right to use the waters of Mill Creek upon the condition, among others, that said waters be conducted to the tailrace of said powerhouse and there delivered to said parties; and

WHEREAS, since the date of said Indenture, the waters of Mill Creek, after passing through Mill Creek Powerhouse No. 1, have been conveyed by Edison from the tailrace of said powerhouse through a pipe and a ditch located in Sections 14, 23 and 22 of Township 1 South, Range 2 West, S.B.B. & M. to a point in Section 22 approximately 300 feet southerly of the Northeast corner of said Section 22, except for certain portions of said waters delivered to Redlands from said pipe at a point in Section 14 near the Southwest corner of said Section 14, all as shown on the map attached hereto marked Exhibit "A",

SER. 37967A
I.O. 2843
FUNC. 2444
APPROVED AS TO DESCRIPTION
P. B. PEECOCK, MGR. BY *128*
DATE *10-24-67* R/W & LAND DEPT.

DUPLICATE ORIGINAL

which map is by this reference hereby made a part hereof; and

WHEREAS, some doubt exists as to the precise location of the point or points along said pipe and ditch where said waters are to be delivered and as a consequence, some doubt exists as to the obligations of the parties to convey said waters and to maintain said pipe and ditch or portions thereof; and

WHEREAS, the parties desire, by this Agreement, to fix an exact location for said point of delivery.

NOW THEREFORE, it is mutually understood and agreed as follows:

1. Edison agrees that the waters of Mill Creek which it diverts and uses at said Mill Creek Powerhouse No 1 shall be conveyed by Edison through a pipe or pipes owned and maintained by Edison to a point where the existing pipeline or lines cross the southerly line of Section 14, Township 1 South, Range 1 West, S.B.B. & M., all as shown on a map attached hereto marked Exhibit "B" which map by this reference is made a part hereof.

2. The Association, Crafton and Redlands, and each of them, hereby consent and agree to the establishment of said point of delivery and further consent and agree that they will not cause the water surface in the Edison Mill Creek Powerhouse No. 1 tailrace to exceed an elevation of 2,397 feet msl and that they will provide a positive means for Edison to drain said tailrace for maintenance to an elevation of 2,395 feet.

3. Redlands, Crafton and the Association, and each of them, hereby agree that Edison shall have no obligation to convey said waters to Mill Creek beyond said point of delivery and that they,

and each of them, do hereby agree to indemnify and hold Edison harmless from any loss, damage, cost or expense resulting from the establishment of said point of delivery and the fixing of the respective obligations to convey said waters of Mill Creek as hereinafter provided.

4. Edison agrees that it will convey to Redlands the fee title and all improvements on that portion of the Northeast one-quarter of Section 22, Township 1 South, Range 2 West, S.B.B. & M., in the County of San Bernardino, State of California, as described more fully in the copy of the Grant Deed attached hereto marked Exhibit "C", which by this reference is made a part hereof. The form of Grant Deed shall be the same as said Exhibit "C".

5. Edison agrees to quitclaim to Redlands all of its right, title and interest in and to that portion of the existing water conduit shown on Exhibit "A" as being within Section 23.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in quadruplicate originals

CITY OF REDLANDS

By Walter F. Burroughs
Mayor

By Peggy A. Mandy
City Clerk

MILL CREEK WATER USERS ASSOCIATION

By Walter F. Burroughs
By Leslie P. Gay

CRAFTON WATER COMPANY

By Leslie P. Gay Pres
By Dr. John Tagubay

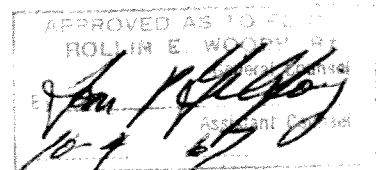
PARTIES OF THE SECOND PART

SOUTHERN CALIFORNIA EDISON COMPANY

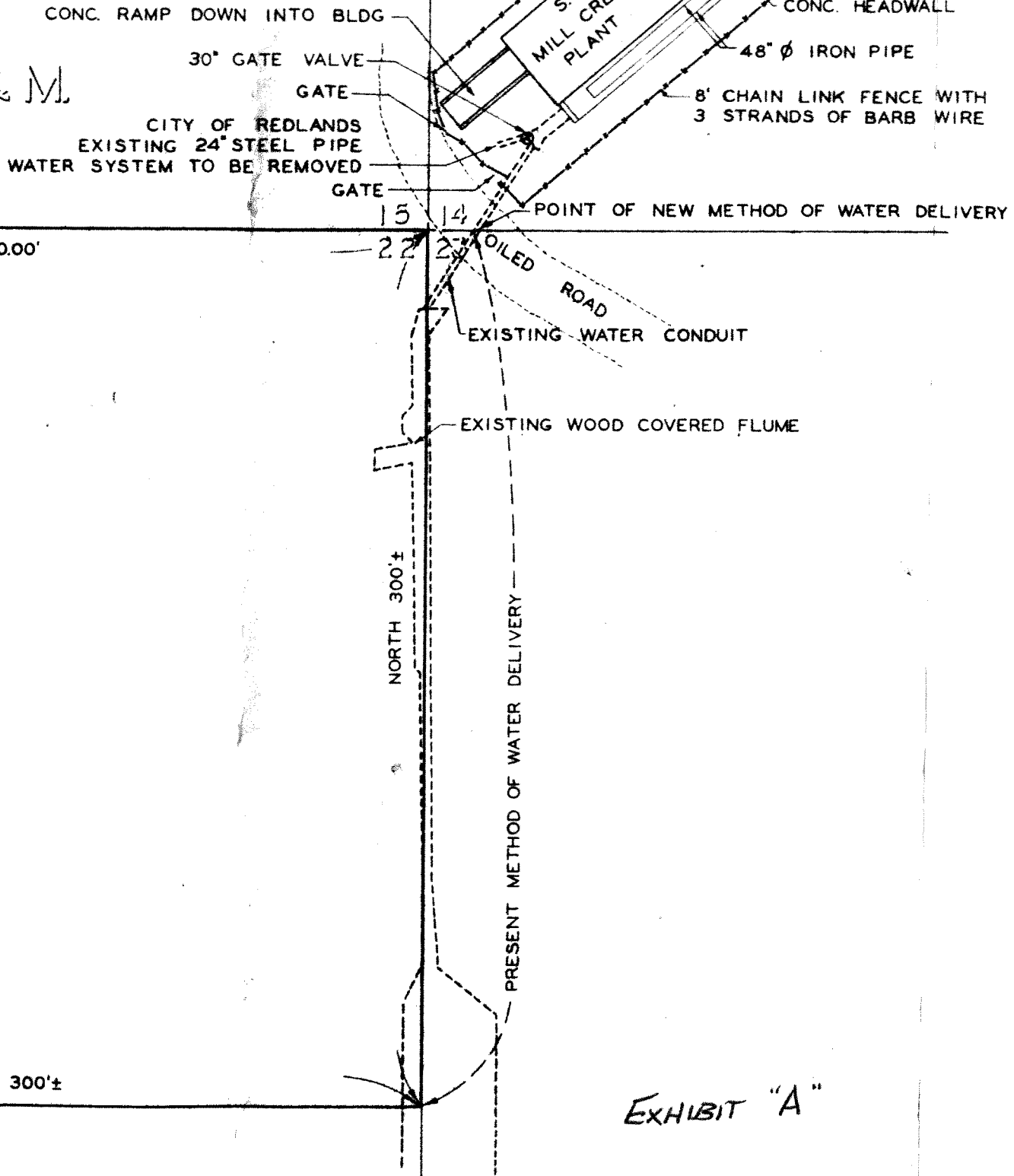
By Frank Odenberg
Vice President

By J. L. Selby
Assistant Secretary

PARTY OF THE FIRST PART



S.B.B. & M.



J.O. 2813

MII
EX
OF
RE
CC

2-14-67

B.B. & M.

CONC. RAMP DOWN INTO BLDG.

GATE

S.C.E. CO.
MILL CREEK HYDRO
PLANT No 1

CONC. HEADWALL

48" ϕ IRON PIPE

8' CHAIN LINK FENCE WITH
3 STRANDS OF BARB WIRE

GATE

GATE

POINT OF NEW METHOD OF WATER DELIVERY

15

14

22

23

ROAD

NORTH 300' $\pm$

EAST 300' $\pm$

EXHIBIT "B"

EX

J.O. 2813

MILL CR

SOUTHERN
WATER DEL
AND CRAFT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereby GRANTS to CITY OF REDLANDS, a municipal corporation, that certain real property in the County of San Bernardino, State of California, described as follows:

That portion of the Northeast quarter of the Northeast quarter of Section 22, Township 1 South, Range 2 West, S. B. B. and M., in said County and State, described as follows:

Beginning at the Northeast corner of said Section 22; thence West, along the North line of said Section 22, a distance of 300 feet; thence due South a distance of 300 feet; thence East to the East line of said Section 22; thence North along said East line to the Point of Beginning.

EXCEPTING AND RESERVING unto the Grantor herein, its successors and assigns, all oil, gas, petroleum and other mineral or hydrocarbon substances in and under or which may be produced from said land, together with the right to use only that portion of said land which underlies a plane parallel with and five hundred (500) feet below the present surface of said land for the purpose of prospecting for, developing and/or extracting said oil, gas, petroleum and other mineral or hydrocarbon substances.

ALSO EXCEPTING all waters in, or under the lands herein conveyed and all riparian rights appurtenant to the lands conveyed and all other water rights appurtenant thereto as reserved in the deeds to Edison Electric Company, dated August 30, 1905, recorded in Book 360, page 294 and dated August 26, 1905, recorded in Book 360, page 295, both of Deeds in the office of the County Recorder of said County.

SUBJECT TO covenants, conditions, restrictions, reservations, rights and easements of record, including but not in limitation to the generalities of the foregoing, the following:

1. An easement to the public over all streets and highways.
2. Those certain rights granted to Montone Irrigation Company for development of water by Deed recorded in Book 78, page 253 of Deeds in the office of the County Recorder of said County.

ALSO SUBJECT TO, the real property taxes for the fiscal year 1966-1967, second installment.

The real property hereby conveyed is not necessary or useful in the performance of the duties of said Southern California Edison Company to the public.

Grant Deed

Southern California Edison Company, a corp. o

City of Redlands, a municipal corp.

Serial No. _____

IN WITNESS WHEREOF, said Southern California Edison Company has caused its corporate name and seal to be affixed hereto and this and this instrument to be executed by a Vice President and an Assistant Secretary, thereunto duly authorized, this 7th day of December, 1967.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By Frank Alden J.
Vice President

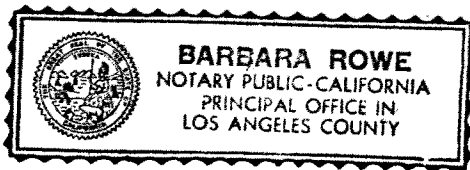
By G. S. Riley
Assistant Secretary

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

On this 7th day of December, 1967, before me, a Notary Public in and for said County and State, personally appeared Frank Alden J., known to me to be a Vice President, and G. S. Riley, known to me to be an Assistant Secretary of Southern California Edison 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, pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Barbara Rowe
BARBARA ROWE
Notary Public in and for said
County and State
My Commission Expires June 14, 1970