Recorded at the request of RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

When recorded mail to
RIVERSIDE COUNTY HABITAT
CONSERVATION AGENCY

Attn: Executive Director 4080 Lemon Street, 12<sup>th</sup> Floor Riverside, CA 92501

Documentary Transfer Tax: \$None (Exempt per Section 11922, California Revenue and Taxation Code) DOC # 2005-0588479

Conformed Copy
Has not been compared with original

Larry W Ward

County of Riverside

Assessor, County Clerk & Recorder

## CONSERVATION EASEMENT GRANT

This Conservation Easement Grant ("Easement") is made this 21st day of June, 2005, by THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public entity ("Grantor"), in favor of the RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY, a public entity ("Grantee").

#### WITNESSETH:

WHEREAS, Grantor is a public entity organized and existing under the Metropolitan Water District Act of the State of California (Stats. 1969, ch. 209, as amended) for purposes including acquiring, developing, storing, transporting, providing and delivering water, ("Water Service") and is the sole owner in fee simple of certain real property located in the County of Riverside, State of California, more particularly described in Exhibits A-1 through A-6, inclusive, and depicted on the maps attached as Exhibits B-1 through B-6, inclusive, attached hereto (the "Protected Property"); and

WHEREAS, the Grantee is a public entity formed pursuant to the laws of the State of California and Government Code Section 6500 *et seq*. for the purpose of acquiring, administering, operating and maintaining land and facilities for protecting habitat required to maintain ecosystems essential for the preservation of species of plants and animals and is authorized to hold conservation easements for these purposes; and

WHEREAS, the Protected Property possesses significant ecological and native habitat values (collectively, "Conservation Values") of great importance to Grantor and Grantee; and

WHEREAS, significant portions of the Protected Property have been presently identified as being occupied by species of native plants and wildlife which Grantor and Grantee desire to conserve, protect, restore, and enhance in accordance with that certain Multiple Species Habitat Conservation Plan and Natural Community Conservation Plan for the Lake Mathews properties of The Metropolitan Water District of Southern California dated July 1995 ("MSHCP/NCCP"); and

WHEREAS, in compliance with the terms of the Cooperative Management Agreement ("CMA") of the MSHCP/NCCP and in consideration of the incidental take permits issued to Grantor pursuant to the federal and California endangered species acts for all the Target Species identified in the MSHCP/NCCP, Grantor intends to convey to Grantee the right to conserve, protect, restore, and enhance the conservation values of the Protected Property; and

WHEREAS, in consideration of the Habitat Conservation Plan for the Stephens' kangaroo rat in Western Riverside County dated March 1996 (SKR HCP), and the corresponding incidental take permits issued to Grantee pursuant to the federal and California endangered species acts for the incidental take of the Stephens' kangaroo rat, Grantee has paid the sum of \$2,500,000.00 towards the cost of managing the Protected Property in accordance with the CMA and the MSHCP/NCCP and has further agreed to accept and hold this Easement for the purpose of ensuring that the Protected Property is managed in accordance with the terms of the CMA and the MSHCP/NCCP; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to conserve, protect, restore, and enhance in perpetuity the conservation values of the Protected Property in accordance with the terms of this Easement, the CMA, and the MSHCP/NCCP;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and Civil Code section 815 *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth.

#### 1. PURPOSE

This Easement is granted pursuant to the Lake Mathews MSHCP/NCCP, and is to be used by Grantor and Grantee solely in connection with that MSHCP/NCCP. It is the purpose of this Easement to assure that the Protected Property will be retained forever in an open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property.

Grantor intends that this Easement (i) will assure that the Protected Property will be used for such activities as are consistent with the purpose of this Easement, and (ii) shall be implemented consistently with the CMA, the MSHCP/NCCP, and with the terms of the Settlement and General Release Agreement dated January 2002 ("Audubon Settlement Agreement") entered into by Grantor, Grantee, the California Department of Fish and Game ("Department"), and the San Bernardino Valley Audubon Society.

# 2. RIGHTS OF GRANTEE

To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement to be exercised by the Reserve Manager for the Lake Mathews Multiple Species Reserve at the direction of the Reserve Management Committee ("RMC") established by the CMA:

- (a) To conserve, protect, restore, and enhance the Protected Property in a manner consistent with the CMA and the MSHCP/NCCP;
- (b) To enter upon and traverse all portions of the Protected Property in order to have access to the Protected Property and to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall not unreasonably impair or interfere with Grantor's use and quiet enjoyment of the Protected Property or unreasonably disturb natural resources on the Protected Property; and
- (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use.
- (d) In consideration of its payment of \$2,500,000.00 towards the cost of management of the Protected Property in perpetuity, and in accordance with the terms of the MSHCP/NCCP, the Grantee is authorized to utilize the credit for 1,269.3 acres of occupied Stephens' kangaroo rat habitat towards its obligations under the SKR HCP and permits issued to Grantee for the incidental take of the Stephens' kangaroo rat.

#### 3. PROHIBITED USES

Subject to the provisions of Paragraph 4 herein, any activity on or use of the Protected Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following acts are prohibited: unseasonal watering, use of herbicides or biocides not authorized pursuant to the MSHCP/NCCP, surface mining and oil exploration, incompatible fire protection activities, introduction of exotic plant species, and any and all other incompatible uses which may adversely affect the Conservation Values of the Protected Property.

## 4. RESERVED RIGHTS

Grantor reserves to itself, and to its personal representatives, successors, assigns, agents, and present and potential future lessees, including but not limited to, Western Municipal Water District, all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. The rights reserved to Grantor herein shall be exercised in accordance with the Audubon Settlement Agreement. Without in any way limiting the foregoing Grantor hereby reserves the right to do all of the following:

- (a) To close or otherwise restrict public access to the Protected Property in accordance with the Audubon Settlement Agreement whenever Grantor determines it is necessary to do so in the interest of its Water Service obligations or operations, public safety or national security;
- (b) To maintain and use existing roads, and water pipelines and ancillary improvements, construct, maintain and use facilities for metering of natural water inflow into Grantor's Lake Mathews Reservoir and, subject to the prior written approval of the Department, and the Service, which approval shall not be unreasonably withheld, to designate, construct, and use or authorize rights of way for roads, trails, irrigation works, flood control structures and channels, utility corridors, sewers, water pipelines, firebreaks, and ancillary improvements, telephone and electric power lines, across the Protected Property for operational and water supply purposes as described in the Lake Mathews Plan;
- (c) To authorize its directors, officers, employees, licensees, agents and contractors to enter on, pass over, and egress from the Protected Property as necessary to protect any right or carry out Grantor's Water Service obligations or operations, including, but not limited to, the protection of water quality;
- (d) To remove or demolish any unauthorized structure or other improvement located on the Protected Property that may conflict with Grantor's Water Service obligations or operations;
- (e) To utilize the credits established in the Mitigation Bank established by the Mitigation Banking Agreement in the MSHCP/NCCP in accordance with the terms of the Audubon Settlement Agreement; and
  - (f) To carry out any other right reserved under the CMA.

## 5. <u>REMEDIES</u>

If either party determines that the other party is in violation of the terms of this Easement or that a violation is threatened, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation and,

where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured. If a party fails to cure a violation within sixty (60) days after receipt of notice thereof from the other party, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, and fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. If a party, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, such party may pursue its remedies under this paragraph without prior notice to the other party or without waiting for the period provided for the cure to expire. Each party's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and each party agrees that the other party's remedies at law for any violation of the terms of this Easement are inadequate and that such party shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which such party may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. Each party's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Furthermore, the provisions of Civil Code section 815 et seq., are incorporated herein by this reference and this grant is made subject to all of the rights and remedies set forth therein. If at any time in the future either party or any subsequent transferee or assignee uses or threatens to use such lands for purposes not in conformance with the provisions of this Easement, or releases or abandons this Easement in whole or in part, notwithstanding Civil Code section 815 et seq., the Department, the California Attorney General, the Service or any entities organized for conservation purposes shall have standing as interested parties, and as third party beneficiaries in any proceeding affecting this Easement.

- (a) <u>Costs of Enforcement</u>. Any costs incurred by either party in enforcing the terms of this Easement against the other, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by a violation of the terms of this Easement shall be borne by the breaching party. If a party prevails in any action to enforce the terms of this Easement, such party's costs of suit including, without limitation, attorneys' fees, shall be borne by the other party.
- (b) <u>Grantee's Discretion</u>. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent

breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(c) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, drought, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

# 6. ACCESS

Grantee, its successors, assigns, agents, invitees and licensees shall have the right of access to the Protected Property solely for the purposes authorized by this Easement, the CMA, and the MSHCP/NCCP and subject to reasonable procedures for coordination of such access between Grantee and Grantor.

## 7. COSTS AND LIABILITIES

Except as set forth in this Easement, the MSHCP/NCCP, or as otherwise agreed in writing between the parties hereto, Grantor retains all responsibilities related to the ownership, operation, upkeep, and maintenance of the Protected Property.

# 8. ASSIGNMENT

This Easement is transferable or assignable only with the written approval of Grantor, the Department and the United States Fish and Wildlife Service ("Service"), and Grantee shall give Grantor, the Department, and the Service at least sixty (60) days prior written notice of any proposed transfer or assignment. Grantee may transfer or assign its rights and obligations under this Easement only to an organization that is 1) approved by the Department and the Service, 2) a public agency or a qualified organization at the time of transfer or assignment under section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and 3) authorized to acquire and hold conservation easements under California Civil Code section 815 et seq. (or any successor provision then applicable). As a condition of such assignment or transfer, the assignee or transferee shall agree in writing that the conservation purposes that this grant is intended to advance shall continue to be fulfilled. In the event of the termination of Grantee's existence, the rights and obligations of Grantee hereunder shall ipso facto, and without any further action on the part of any entity, be deemed assigned to the Department.

#### 9. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least fifteen (15) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

# 10. ESTOPPEL CERTIFICATES

Upon any request by Grantor, Grantee shall within fifteen (15) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

# 11. NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: The Metropolitan Water District

of Southern California

Post Office Box 54153

Los Angeles, California 90054-0153

Attn: CEO/General Manager

To Grantee: Riverside County Habitat Conservation Agency

4080 Lemon Street, 12<sup>th</sup> Floor Riverside, California 92501 Attn: Executive Director

or to such other address or the attention of such other officer as either party from time to time shall designate by written notice to the other.

A copy of such notice shall also be sent by the party to the Service and the Department at the respective addresses provided for in the CMA.

#### 12. RECORDATION

Grantee shall promptly record this instrument in the official records of Riverside County, California and may re-record it any time as may be required to preserve its rights in this Easement.

# 13. GENERAL PROVISIONS

- (a) <u>Controlling Law</u>. The interpretation and performance of this Easement shall be governed by the laws of the State of California.
- (b) <u>Construction</u>. Any general rule of construction to the contrary notwithstanding, this Easement shall be construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of Civil Code section 815 *et seq*. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) <u>Severability</u>. If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) <u>Entire Agreement</u>. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.
- (e) <u>No Forfeiture</u>. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (f) <u>Successors</u>. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property.
- (g) <u>Captions</u>. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (h) <u>Counterparts</u>. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Easement the day and year first above written.

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Approved as to form and legality

Dennis B Underwood CEO/General Manager Jeffrey Kightlinger General Counsel

By:

Roy L. Wolfe

Corporate Resources Group Manager

By: Joseph Vanderhorst

Senior Deputy General Counsel

RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

Approved as to form and legality

C. Robin Reeser Lowe

Chair, Board of Directors

Karin Watts-Bazan General Counsel

# ACKNOWLEDGEMENT STATE OF CALIFORNIA ) ss COUNTY OF LOS ANGELES On Tune 24 , 2005, before me, Doo 1. Williamed a Notary Public in and for said County and State, personally appeared Roy L. Wolfe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Conservation Easement Grant between The Metropolitan Water District of Southern California as Grantor and the Riverside County Habitat Conservation Agency as Grantee, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity on behalf of which he acted, executed the instrument. WITNESS my hand and official seal. DORA L. WILLIAMSON Commission # 1526941 Notangeles County My Comm. Expires Nov 15, 2008 NOTARY PUBLIC

# CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Conservation

Easement Grant dated June 21, 2005, from The Metropolitan Water District of Southern

California, a public entity, to the Riverside County Habitat Conservation Agency, a joint powers authority, is hereby accepted by order of its Board of Directors on June 22, 2005, and the Riverside County Habitat Conservation Agency consents to the recordation thereof by its duly authorized officer.

Dated: 07/10/05

RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

Bv:

Carolyn Syms Luna Executive Director

140-1-1,3, 140-1A-1A,3A Permanent Easement MWD to RCHCA

All that portion of Section 36, Township 3 South, Range 6 West, and all that portion of Section 1, Township 4 South, Range 6 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Beginning at the northwest corner of said Section 1, as shown on a Record of Survey filed in Book 95, Pages 37 through 57, inclusive, of Records of Survey, Records of said County of Riverside; thence along the Metropolitan Water District of Southern California property line per the following courses as shown on said Record of Survey:

N 88° 36′ 19″ W 707.75 feet to the southwest corner of the E½SW¼SW¼ of said Section 36; thence N 00° 17′ 13″ E 1661.25 feet to the northwest corner of the S½SE½NW¼SW¼ of said Section 36; thence S 89° 09′ 13″ E 1977.73 feet to the northwest corner of the S½SW½NW¼SE¼ of said Section 36; thence N 89° 35′ 32″ E 658.46 feet to the northeast corner of said S½SW½NW¼SE¼ of said Section 36; thence S 00° 24′ 35″ W 1006.35 feet to the southeast corner of the NW¼SW¼SE¼ of said Section 36; thence S 89° 55′ 55″ E 657.86 feet to the northeast corner of the S½SW½SE¼ of said Section 36; thence S 00° 25′ 53″ W 685.30 feet to the southeast

PAUL M. OGILVIE

Exp: 12-31-06

No. 6439

PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

J:/projects/mathews/lkma1B.doc 3:01 PM-2/2/2005

140-1-1,3, 140-1A-1A,3A Permanent Easement MWD to RCHCA

corner of said S%SW%SE% of said Section 36; thence leaving said property line S 26° 14′ 45″ W 2694.55 feet; thence S 43° 14′ 03″ W 2168.80 feet to the westerly line of said Section 1; thence N 01° 20′ 52″ E 4036.43 feet along said line to the TRUE POINT OF BEGINNING.

EXCEPTING therefrom that portion lying within that certain parcel of land conveyed by deed recorded December 3, 1970 as Instrument No. 121651, Official Records of said Riverside County.

ALSO EXCEPTING therefrom those portions lying within those certain parcels of land conveyed as Parcels 2 and 3 by deed recorded April 13, 1959 as Instrument No. 31019, Official Records of said Riverside County.

ALSO SUBJECT TO all covenants, conditions, reservations, restrictions, rights of way, and easements of record.

All as shown on EXHIBIT "B-1" attached hereto and made a part hereof.

#### END OF DESCRIPTION

PAUL M. OGILVIE

Exp: 12-31-06

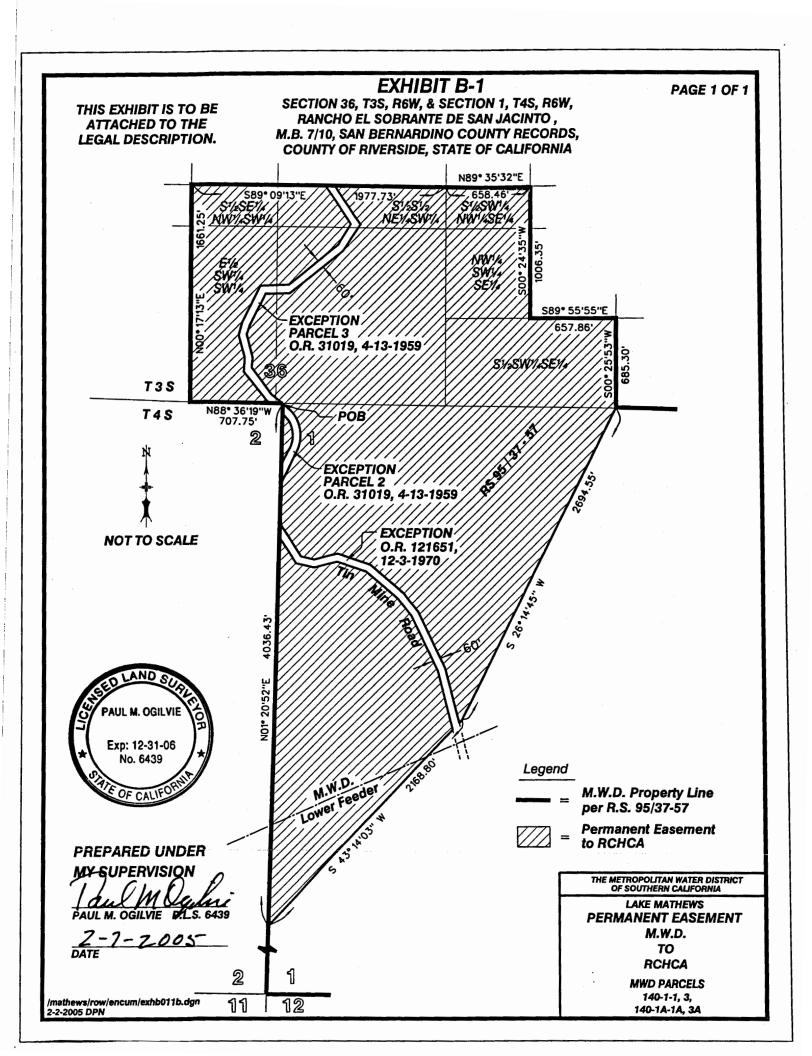
No. 6439

PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

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140-10-1,7,9, 140-10B-2, 140-11-1A,3 140-12-1,3,4,5,7,9,11A, 140-13-13,27,37,49,51,51A,53 140-16-1,3, 140-17-1 Permanent Easement MWD to RCHCA

# PARCEL A

All that portion of the west half of Section 12, Township 4 South, Range 6 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Beginning at the west quarter corner of said Section 12, said corner being marked by a 2-inch diameter iron pipe with disk stamped "T4S R6W % S11 S12 LS 4339 1983" as shown on a Record of Survey filed in Book 95, Pages 37 through 57, inclusive, of Records of Survey, Records of said County of Riverside; thence N 01° 20′ 58" E 1114.50 feet along the westerly line of said Section 12 to the most southwesterly corner of that certain parcel quitclaimed by The Metropolitan Water District of Southern California to Lawrence Holmes, et al, by deed recorded September 10, 1943 in Book 591, Page 379, Official Records of Riverside County; thence along the southeasterly line of said quitclaimed



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Date: Z-1-2005

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Permanent Easement MWD to RCHCA

parcel N 70° 45′ 12″ E 715.00 feet; thence N 12° 20′ 18″ E 161.44 feet; thence leaving said southeasterly line, and The Metropolitan Water District of Southern California (M.W.D.) property line as shown on said Record of Survey, S 78° 35′ 29″ E 229.63 feet; thence S 20° 32′ 24″ W 2100.70 feet; thence S 83° 43′ 31″ W 237.87 feet to said westerly line of Section 12; thence N 01° 21′ 43″ E 531.13 feet to the Point of Beginning.

# PARCEL B

All those portions of the following aliquot parcels: the south half of Section 12, and those portions of the north half of Section 13, both of Township 4 South, Range 6 West, and all those portions of Section 18, those portions of the west half and the southeast quarter of Section 17, that portion of the northeast quarter of Section 19, and that portion of the north half of Section 20, all of Township 4 South, Range 5 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Beginning at the southwest corner of the SE%SW% of said Section 12, said corner being marked by a 1-inch diameter iron pipe, tagged "RCE 19640" as shown on a Record of Survey filed in

PAUL M. OGILVIE

Exp: 12-31-06

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Date: Z-7-2005

Permanent Easement MWD to RCHCA

Book 95, Pages 37 through 57, inclusive, of Records of Survey, Records of said County of Riverside; thence N 01° 24′ 48″ E 1316.76 feet to the northwest corner of said SE%SW%; thence leaving The M.W.D. property line as shown on said Record of Survey, S 89° 59′ 59″ E 535.39 feet; thence the following courses:

1. - S 02° 32' 23" W 7.45 feet; 2. - S 06° 05' 32" E 71.99 feet; 3. - S 10° 14' 14" E 72.08 feet; 4. - S 14° 16' 08" E 72.31 feet; 5. - S 18° 34' 07" E 71.82 feet; 6. - S 22° 32′ 43″ E 72.22 feet; 7. - S 26° 45′ 13" E 72.03 feet; 8. - S 31° 00′ 31" E 72.10 feet; 9. - S 35° 07' 20" E 72.14 feet; 10. - S 40° 05' 34" E 70.76 feet; 11. - S 42° 29' 07" E 75.59 feet; 12. - S 40° 51' 55" W 28.25 feet; 13. - S 17° 18′ 58" E 189.34 feet; 14. - S 15° 23' 08" W 86.73 feet; 15. - S 11° 50′ 41″ W 14.08 feet; 16. - S 07° 01' 58" W 250.67 feet;



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Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

# Permanent Easement MWD to RCHCA

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17. - S 74° 18' 30" E 479.52 feet;
18. - N 84° 06′ 39" E 90.35 feet;
19. - S 80° 16' 19" E 118.37 feet;
20. - S 65° 31' 34" E 90.33 feet;
21. - S 83° 27' 29" E 10.97 feet;
22. - S 86° 32' 37" E 707.01 feet;
23. - S 83° 25' 02" E 47.46 feet;
24. - S 81° 31' 52" E 60.03 feet;
25. - S 79° 33' 14" E 47.88 feet;
26. - S 77° 31' 04" E 47.94 feet;
27. - S 75° 53' 28" E 47.80 feet;
28. - S 73° 42' 46" E 47.68 feet:
29. - S 72° 10' 20" E 48.05 feet;
30. - S 70° 00' 46" E 48.45 feet;
31. - S 68° 20' 35" E 47.83 feet;
32. - S 64° 50' 54" E 1772.58 feet;
33. - S 66° 32' 15" E 106.68 feet;
34. - S 67° 17' 24" E 83.02 feet;
35. - S 70° 36' 34" E 47.59 feet;
36. - S 73° 51' 10" E 58.87 feet;
37. - S 77° 25' 05" E 46.83 feet:
38. - S 80° 45′ 08" E 60.18 feet;
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PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

# Permanent Easement MWD to RCHCA

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39. - S 85° 02' 58" E 71.04 feet;
40. - S 87° 54' 14" E 35.82 feet;
41. - N 88° 58' 15" E 46.77 feet;
42. - N 86° 06' 58" E 48.58 feet;
43. - N 84° 00' 46" E 35.86 feet;
44. - N 82° 58' 29" E 252.50 feet;
45. - N 88° 36' 41" E 2354.69 feet;
46. - S 25° 46' 55" E 114.87 feet;
47. - N 85° 14' 12" E 108.87 feet;
48. - N 89° 51' 55" E 165.79 feet;
49. - S 64° 51' 30" E 158.09 feet;
50. - S 74° 19' 13" E 30.53 feet;
51. - S 77° 11' 29" E 78.22 feet;
52. - S 66° 16' 52" E 43.24 feet;
53. - S 55° 58' 46" E 19.23 feet;
54. - S 49° 38' 17" E 171.41 feet;
55. - S 53° 27' 43" E 80.50 feet;
56. - S 62° 10' 58" E 323.58 feet;
57. - S 59° 33' 02" E 28.85 feet;
58. - S 57° 50' 34" E 30.80 feet;
59. - S 56° 16′ 38" E 29.11 feet;
60. - S 54° 34' 10" E 40.37 feet;
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PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie, P.L.S. 6439

Date:

# Permanent Easement MWD to RCHCA

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61. - S 51° 41' 22" E 39.46 feet;
62. - S 49° 20' 22" E 59.72 feet;
63. - S 46° 03' 18" E 30.72 feet;
64. - S 44° 57' 31" E 48.94 feet;
65. - S 42° 20' 02" E 815.03 feet;
66. - S 36° 44′ 40" E 79.49 feet;
67. - S 33° 36′ 03" E 58.71 feet;
68. - S 32° 29' 56" E 30.15 feet;
69. - S 31° 32′ 07" E 19.77 feet:
70. - S 29° 30′ 13" E 29.75 feet;
71. - S 28° 37′ 18" E 77.77 feet;
72. - S 24° 58' 45" E 58.66 feet;
73. - S 23° 44′ 06" E 48.82 feet;
74. - S 21° 29′ 16″ E 310.20 feet;
75. - S 19° 32′ 53″ E 77.65 feet;
76. - S 23° 07' 33" E 195.48 feet;
77. - S 19° 29' 58" E 243.28 feet;
78. - S 21° 09' 24" E 528.22 feet:
79. - S 27° 26′ 13″ E 77.59 feet;
80. - S 33° 32′ 49" E 67.70 feet;
81. - S 38° 43' 12" E 57.86 feet;
82. - S 43° 49' 42" E 69.51 feet;
```



PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

# Permanent Easement MWD to RCHCA

- 83. S 49° 08' 15" E 49.01 feet; 84. - S 54° 51' 44" E 78.28 feet; 85. - S 62° 00' 41" E 97.75 feet;
- 86. S 68° 46′ 09" E 58.55 feet;
- 87. S 74° 24′ 51" E 78.39 feet;
- 88. S 80° 58′ 22″ E 99.62 feet;
- 89. S 84° 04' 43" E 36.25 feet;
- 90. S 86° 00' 43" E 67.26 feet;
- 91. S 88° 33' 02" E 74.33 feet;
- 92. N 88° 41' 01" E 64.42 feet;
- 93. N 86° 10' 34" E 77.53 feet;
- 94. N 83° 12' 06" E 70.04 feet;
- 95. N 80° 50′ 45" E 68.77 feet;
- 96. N 77° 13′ 55″ E 76.99 feet to the easterly line of the W½E½SW½ of said Section 17; thence along the M.W.D. property line the following courses as shown on said Record of Survey:
- 97. S 00° 52′ 39″ W 460.98 feet to the northwest corner of the SE½SE½SW½ of said Section 17;
- 98. S 89° 18′ 20″ E 660.91 feet to the northwest corner of the SW\SW\SE\% of said Section 17;
- 99. S 89° 18′ 54" E 2646.83 feet to the northeast corner of the SE%SE%SE% of said Section 17;



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Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

Permanent Easement MWD to RCHCA

- 100. S 00° 53′ 23″ W 658.64 feet to the southeast corner of said Section 17;
- 101. N 89° 19′ 39″ W 662.03 feet to the northeast corner of the WkNE%NE% of said Section 20;
- 102. S 00° 55′ 18″ W 1984.36 feet to the southeast corner of the NW\SE\NE\% of said Section 20;
- 103. N 89° 21′ 03″ W 661.64 feet to the northeast corner of the S%SW%NE% of said Section 20;
- 104. S 00° 49′ 08″ W 662.33 feet to the southeast corner of said S%SW%NE% of Section 20;
- 105. N 89° 23′ 46″ W 1323.24 feet to the center of said Section 20;
- 106. N 89° 24′ 04″ W 2643.77 feet to the east quarter corner of said Section 19;
- 107. N 89° 08' 02" W 2495.35 feet to the center of said Section 19;
- 108. N 00° 47′ 52″ E 2644.40 feet to the south quarter corner of said Section 18;
- 109. N 00° 38′ 13″ W 1980.31 feet to the southeast corner of the N½NE½SW¼ of said Section 18;
- 110. N 89° 18′ 11″ W 2068.85 feet to the southwest corner of the NE½NW½SW¼ of said Section 18;
- 111. N 00° 29′ 40″ E 660.48 feet to the southeast corner of the W%SW%NW% of said Section 18;

PAUL M. OGILVIE

Exp: 12-31-06

No. 6439

PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie P.L.S. 6439

Date: 2-7-2005

Permanent Easement
MWD to RCHCA

- 112. N 89° 18' 25" W 818.68 feet to the east quarter corner of said Section 13;
- 113. N 01° 33′ 51″ E 661.24 feet to the southeast corner of the N%SE%NE% of said Section 13;
- 114. N 89° 17′ 47″ W 1309.00 feet to the southwest corner of the N½SE½NE½ of said Section 13;
- 115. N 01° 29' 27" E 991.45 feet to the southeast corner of the N%S%NW%NE% of said Section 13;
- 116. N 89° 19' 22" W 1309.74 feet to the southeast corner of the N%S%NE%NW% of said Section 13;
- 117. N 89° 18′ 03″ W 1006.11 feet to the southeasterly corner of the westerly 304 feet of said N½S½NE½NW½ of said Section 13;
- 118. N 01° 22' 26" E 990.77 feet to the northeasterly corner of said westerly 304 feet of the N%NE%NW% of said Section 13; thence N 89° 20' 06" W 304.00 feet along the northerly line of said Section 13 to the Point of Beginning.

EXCEPTING therefrom those portions lying within Cajalco Road, of variable width, and lying within La Sierra Avenue, of variable width, as established by easement deeds to the County of Riverside recorded August 2, 1946 in Book 760, Pages 67 and 76, by deed recorded April 9, 1962 as Instrument No. 32433 in Book 3114, Page 188, and by deed recorded October 29, 1987 as



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Paul M. Ogilvie P.L.S. 6439

Date: 2-7-2005

Permanent Easement MWD to RCHCA

Instrument No. 312463, all of Official Records of Riverside County, as shown on said Record of Survey.

ALSO EXCEPTING therefrom that portion lying within Lake Mathews Drive, as established by easement deed to the County of Riverside recorded July 11, 1963 as Instrument No. 72662, Official Records of Riverside County, as shown on said Record of Survey.

ALSO EXCEPTING therefrom that portion lying within that certain grant of conservation easement conveyed to the Riverside County Habitat Conservation Agency by deed recorded January 13, 1998, as Instrument No. 010630, Official Records of said County of Riverside.

ALSO SUBJECT TO all covenants, conditions, reservations, restrictions, rights of way, and easements of record.

All as shown on EXHIBIT "B-2" attached hereto and made a part hereof.

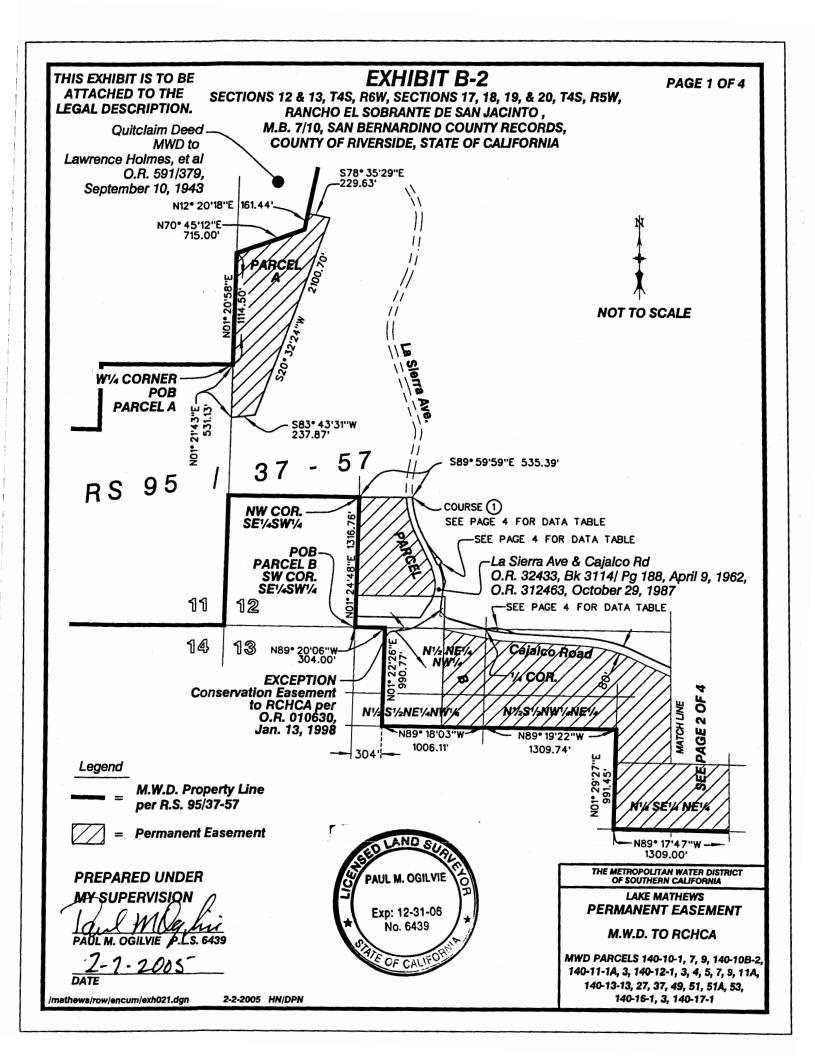
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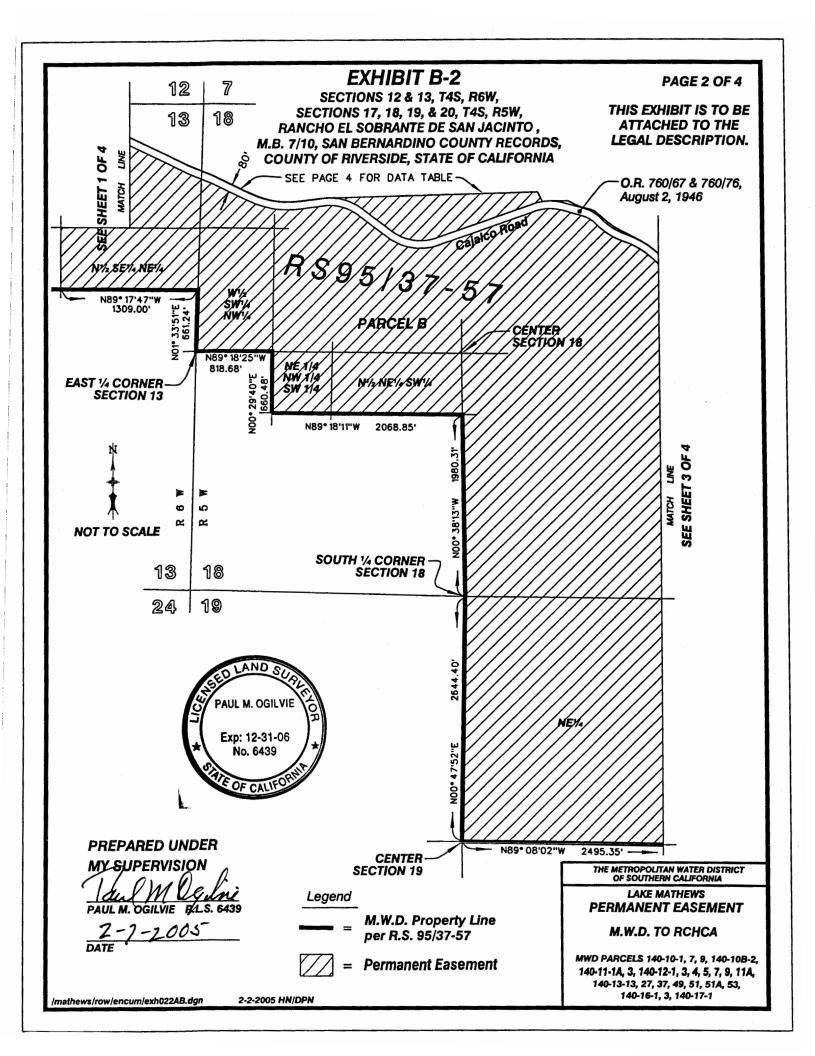


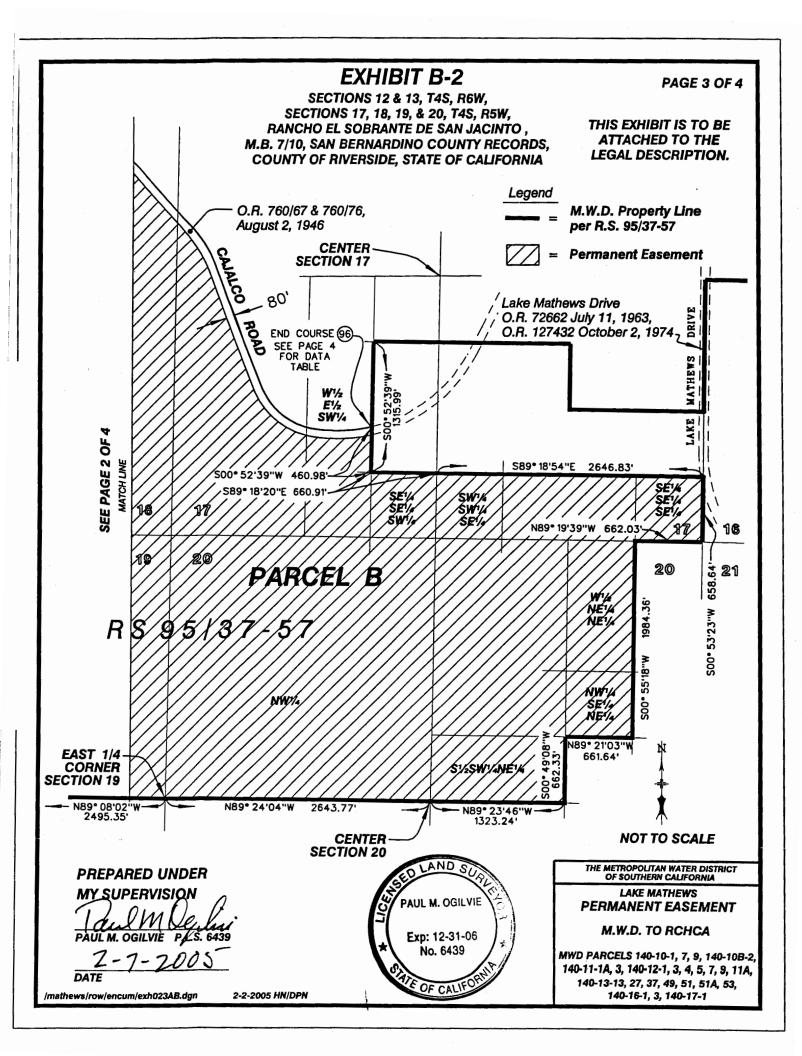
PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005







THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION.

SECTIONS 12 & 13, T4S, R6W, SECTIONS 17, 18, 19, & 20, T4S, R5W,
RANCHO EL SOBRANTE DE SAN JACINTO ,
M.B. 7/10, SAN BERNARDINO COUNTY RECORDS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	S02° 32'23"W	7.45'	34	S67° 17'24"E	83.02'	67	\$33° 36'03"E	58.71'
2	S06° 05'32"E	71.99'	35	S70° 36'34"E	47.59'	68	S32° 29'56"E	30.15'
3	S10° 14'14"E	72.08'	36	S73° 51'10"E	58.87'	69	S31° 32'07"E	19.77'
4	S14 • 16'08"E	72.31	37	S77* 25'05"E	46.83'	70	S29° 30'13"E	29.75'
5	S18* 34'07"E	71.82'	38	S80° 45'08"E	60.18'	71	S28° 37'18"E	77.77'
6	S22° 32'43"E	72.22'	39	S85° 02'58"E	71.04'	72	S24* 58'45"E	58.66'
7	S26° 45'13"E	72.03'	40	S87° 54'14"E	35.82'	73	S23° 44'06"E	48.82'
8	S31° 00'31"E	72.10'	41	N88° 58'15"E	46.77'	74	S21° 29'16"E	310.20'
9	S35° 07'20"E	72.14'	42	N86* 06'58"E	48.58'	75	S19* 32'53"E	77.65'
10	S40° 05'34"E	70.76'	43	N84° 00'46"E	35.86'	76	S23° 07'33"E	195.48'
11	S42° 29'07"E	75.59'	44	N82* 58'29"E	252.50'	77	S19* 29'58"E	243.28'
12	S40° 51'55"W	28.25'	45	N88° 36'41"E	2354.69'	78	S21° 09'24"E	528.22'
13	S17* 18'58"E	189.341	46	S25* 46'55"E	114.87'	79	S27° 26'13"E	77.59'
14	S15* 23'08"W	86.73'	. 47	N85* 14'12"E	108.87'	80	S33° 32'49"E	67.70'
15	S11° 50'41"W	14.08'	48	N89* 51'55"E	165.79'	81	S38* 43'12"E	57.86'
16	S07* 01'58"W	250.67'	49	S64* 51'30"E	158.09'	82	S43° 49'42"E	69.51'
17	S74* 18'30"E	479.52'	50	S74* 19'13"E	30.53'	83	S49* 08'15"E	49.01
18	N84 ° 06'39"E	90.35'	51	S77* 11'29"E	78.22'	84	S54* 51'44"E	78.28'
19	S80° 16'19"E	118.37'	52	S66* 16'52"E	43.24'	85	S62* 00'41"E	97.75'
20	S65* 31'34"E	90.33'	53	S55* 58'46"E	19.23'	86	S68* 46'09"E	58.55'
21	S83° 27'29"E	10.97'	54	S49* 38'17"E	171.41'	87	S74° 24'51"E	78.39'
22	S86° 32'37"E	707.01'	55	S53* 27'43"E	80.50'	88	S80° 58'22"E	99.62'
23	S83° 25'02"E	47.46'	56	S62* 10'58"E	323.58'	89	S84° 04'43"E	36.25'
24	S81° 31'52"E	60.03'	57	S59* 33'02"E	28.85	90	S86* 00'43"E	67.26'
25	S79° 33'14"E	47.88'	58	\$57° 50'34"E	30.80'	91	S88° 33'02"E	74.33'
26	S77° 31'04"E	47.94'	59	S56° 16'38"E	29.11'	92	N88° 41'01"E	64.42'
27	S75° 53'28"E	47.80'	60	S54° 34'10"E	40.37'	93	N86° 10'34"E	77.53'
28	S73* 42'46"E	47.68'	61	S51° 41'22"E	39.46'	94	N83° 12'06"E	70.04'
29	S72° 10'20"E	48.05'	62	S49* 20'22"E	59.72'	95	N80° 50'45"E	68.77'
30	S70° 00'46"E	48.45'	63	S46° 03'18"E	30.72'	96	N77° 13'55"E	76.99'
31	S68° 20'35"E	47.83'	64	S44* 57'31"E	48.94'			
32	S64° 50'54"E	1772.58'	65	S42* 20'02"E	815.03'	1		
						i		

PREPARED UNDER
MY SUPERVISION

1 2. 0 W De La

PAUL M. OGILVIE P.ES. 6439

33

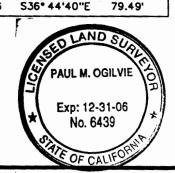
S66° 32'15"E

2-7-2005

/mathews/row/encum/exh024A.dgn

2-2-2005 HN/DPN

106.68



THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

LAKE MATHEWS
PERMANENT EASEMENT

M.W.D. TO RCHCA

MWD PARCELS 140-10-1, 7, 9, 140-10B-2, 140-11-1A, 3, 140-12-1, 3, 4, 5, 7, 9, 11A, 140-13-13, 27, 37, 49, 51, 51A, 53, 140-16-1, 3, 140-17-1

140-3-2,5,11,12,16,17,21,
23,25,27,31,33,35,37,
140-4-1,3,5,7,9,11A,13,15,
17,19,23,25,27,29A,31,33,
35,37A,39,41,43,45,53,55,57,
140-4A-1,3,5,7,8,9,10,11,
140-4B-1,3,5,7,9
140-5-19,21,25,27,29,33,35,
41,71,72,73,75A,
140-6A-1,3,5,7A
Permanent Easement
MWD to RCHCA

All those portions of the following aliquot parcels: the south half of Section 2, the west half and the southeast quarter of Section 3, the north half of Section 4, the north half of Section 5, and the north half of Section 11, all of Township 4 South, Range 5 West, and all those portions of the south half of Section 33 and the southwest quarter of Section 34, all of Township 3 South, Range 5 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Beginning at the south quarter corner of said Section 33, said corner marked by a 2-inch diameter iron pipe, with a brass disk stamped "MWD 1992 LS 5113" as shown on a Record of Survey



PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

Permanent Easement MWD to RCHCA

filed in Book 95, Pages 37 through 57, inclusive, of Records of Survey, Records of said County of Riverside; thence along the Metropolitan Water District of Southern California (M.W.D.) property line as shown on said Record of Survey the following courses:

N 00° 55′ 11″ E 660.15 feet to the northwest corner of the SW%SW%SE% of said Section 33;

thence S 89° 16′ 59" E 1319.48 feet to the northwest corner of the SW/SE1/SE1/ of said Section 33;

thence S 89° 13′ 34″ E 659.69 feet to the southwest corner of the W½NE½SE½SE½ of said Section 33;

thence N 00° 53' 57" E 988.83 feet to the northwest corner of the SW\( SE\( NE\( SE\) \) of said Section 33;

thence S 89° 18′ 04" E 660.09 feet to the northwest corner of the S%S%NW%SW% of said Section 34;

thence S 89° 23' 13" E 723.35 feet to the northwest corner of that certain parcel of land conveyed to the Western Municipal Water District by grant deed recorded November 13, 1958, as

PAUL M. OGILVIE

Exp: 12-31-06

No. 6439

OF CALIFORNIA

PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

Permanent Easement MWD to RCHCA

Instrument No. 81860, in Book 2363, Page 461, Official Records of Riverside County;

thence S 00° 50' 18" W 330.13 feet to the southwest corner of said parcel recorded November 13, 1958;

thence S 89° 21' 55" E 595.11 feet to the southeast corner of that certain parcel of land conveyed to the Western Municipal Water District by grant deed recorded October 17, 1956 in Book 1986, Page 384, Official Records of Riverside County;

thence S 00° 50' 17" W 331.11 feet to the southeast corner of the N%N%SW%SW% of said Section 34;

thence N 89° 18' 50" W 659.84 feet to the northeast corner of the S%NW%SW%SW% of said Section 34;

thence S 00° 51' 34" W 990.85 feet to the southeast corner of the E%SW%SW%SW% of said Section 34;

thence N 89° 11' 43" W 165.06 feet to the northeast corner of the WXNXNEXNEX of said Section 4;

thence S 00° 46′ 33″ W 1317.59 feet to the southeast corner of the S%SWANE%NE% of said Section 4;

PAUL M. OGILVIE

Exp: 12-31-06

No. 6439

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Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

Permanent Easement MWD to RCHCA

thence N 89° 12′ 08″ W 169.08 feet along the south line of said S%SW%NE%NE% of said Section 4 to the centerline of El Sobrante Road as established by easement deed recorded August 2, 1946 in Book 760, Page 76, Official Records of Riverside County, as shown on said Record of Survey; thence along said centerline the following courses:

S 53° 27' 21" E 309.76 feet;

thence southeasterly 1344.21 feet along a tangent curve, concave northeasterly, having a radius of 2500 feet through a central angle of 30° 48′ 25″;

thence S 84° 15' 46" E 777.78 feet;

thence southeasterly 796.93 feet along a tangent curve, concave southwesterly, having a radius of 1500 feet through a central angle of 30° 26′ 26″;

thence S 53° 49' 20" E 1456.43 feet;

thence southeasterly 611.76 feet along a tangent curve, concave northeasterly, having a radius of 4000 feet through a central angle of 08° 45′ 46″;



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Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

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thence S 62° 35′ 06" E 690.31 feet;

thence southeasterly 707.44 feet along a tangent curve, concave northeasterly, having a radius of 3000 feet through a central angle of 13° 30′ 40″;

thence S 76° 05' 46" E 1055.46 feet;

thence southeasterly 956.69 feet along a tangent curve, concave southwesterly, having a radius of 1000 feet through a central angle of 54° 48′ 52″;

thence S 21° 16′ 54″ E 459.76 feet to the north line of said Section 11;

thence leaving said Metropolitan property line and continuing along said centerline S 21° 16′ 54″ E 179.45 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 2000.00 feet;

thence southeasterly along said curve, through a central angle of 25° 30′ 54″, an arc distance of 890.64 feet; thence leaving said centerline on a radial bearing S 43° 12′ 12″ W 40.00 feet to the southwesterly right of way line of said El Sobrante Road; said

PAUL M. OGILVIE

Exp: 12-31-06

No. 6439

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OF CALIFORNIA

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Date: 2-7-2005

Permanent Easement MWD to RCHCA

point also being the northwesterly corner of the proposed expansion area of an unrecorded lease from M.W.D. to Western Municipal Water District (RL 718); thence S 36° 11′ 15″ W 350.95 feet along the westerly line of said expansion area; thence leaving said westerly line N 51° 07′ 26″ W 6009.60 feet;

thence N 70° 42′ 39" W 2547.87 feet;

thence N 77° 00' 41" W 1401.69 feet;

thence N 89° 04' 23" W 5649.85 feet;

thence N 89° 04' 08" W 2829.75 feet;

thence N 00° 00′ 00″ E 336.59 feet to north line of the NE½SW½NW½ of said Section 5; said north line being said Metropolitan property line as shown on said Record of Survey; thence along said property line the following courses:

S 89° 20' 03" E 313.28 feet to the southwest corner of the S%SW%NE%NW% of said Section 5;

thence N 00° 45′ 49" E 1325.72 feet to the northwest corner of the N½NE½NW¼ of said Section 5;



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Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

Permanent Easement MWD to RCHCA

thence S 89° 37′ 40″ E 1325.00 feet to the north quarter corner of said Section 5;

thence S 00° 51′ 29″ W 1332.41 feet to the northwest corner of the NW/XSW/NE% of said Section 5;

thence S 88° 46′ 34" E 1647.45 feet to the southwest corner of the E%SW%NE%NE% of said Section 5;

thence N 00° 48′ 25″ E 661.84 feet to the northwest corner of said E%SW4NE%NE% of said Section 5;

thence N 88° 46′ 19″ W 329.24 feet to the southwest corner of the NW\(\text{NE\(\text{NE\(\text{N}\)}}\) of said Section 5;

thence N 00° 49′ 29″ E 663.14 feet to the northwest corner of said NW\nE\ne\next{NE\next{N}} of said Section 5;

thence S 88° 27′ 13" E 78.88 feet to the southwest corner of said Section 33;

thence S 88° 28′ 50″ E 580.07 feet to the northeast corner of said NW\nE\nE\ne of said Section 5;

thence S 00° 46′ 56″ W 661.14 feet to the northwest corner of the SE¼NE¼NE¼ of said Section 5;

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Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

Permanent Easement MWD to RCHCA

thence S 88° 38' 07" E 658.96 feet to the northeast corner of the SEKNEKNEK of said Section 5;

thence N 00° 45′ 39" E 659.36 feet to the northwest corner of said Section 4;

thence S 89° 22' 09" E 1517.47 feet to the Point of Beginning.

EXCEPTING therefrom that portion lying within El Sobrante Road, 80 feet wide, as established by easement deed to the County of Riverside recorded August 2, 1946 in Book 760, Page 76, Official Records of Riverside County, as shown on said Record of Survey.

SUBJECT TO all covenants, conditions, reservations, restrictions, rights of way, and easements of record.

All as shown on EXHIBIT "B-3" attached hereto and made a part hereof.

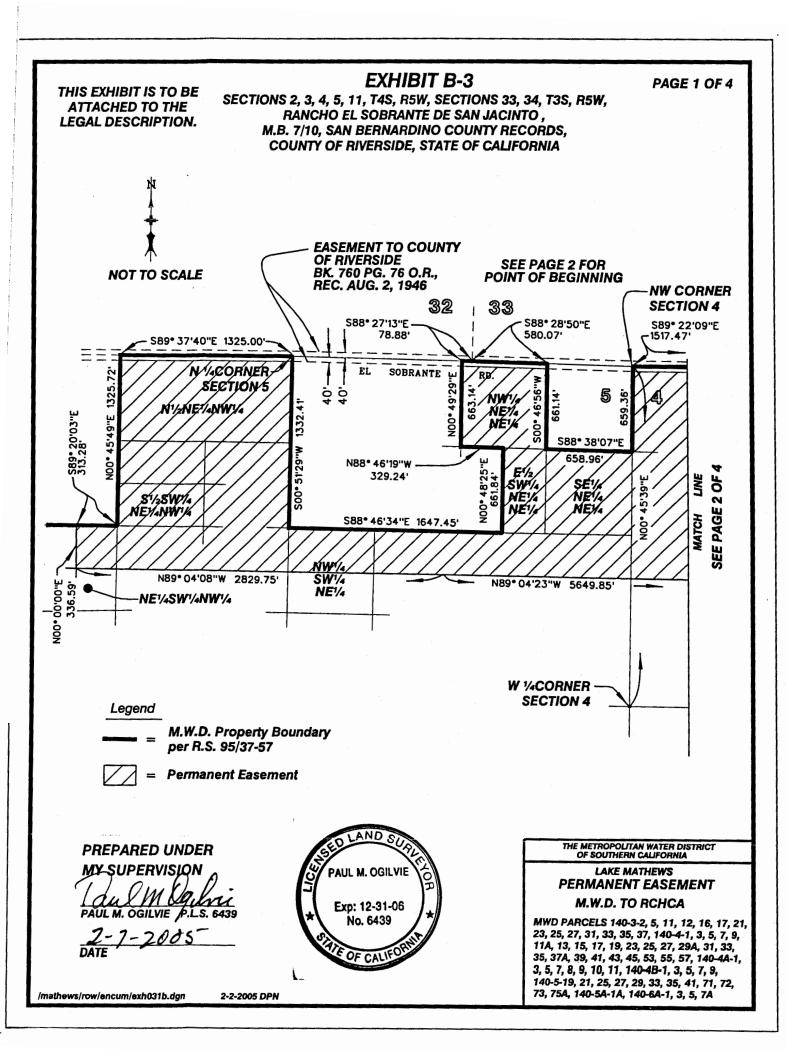
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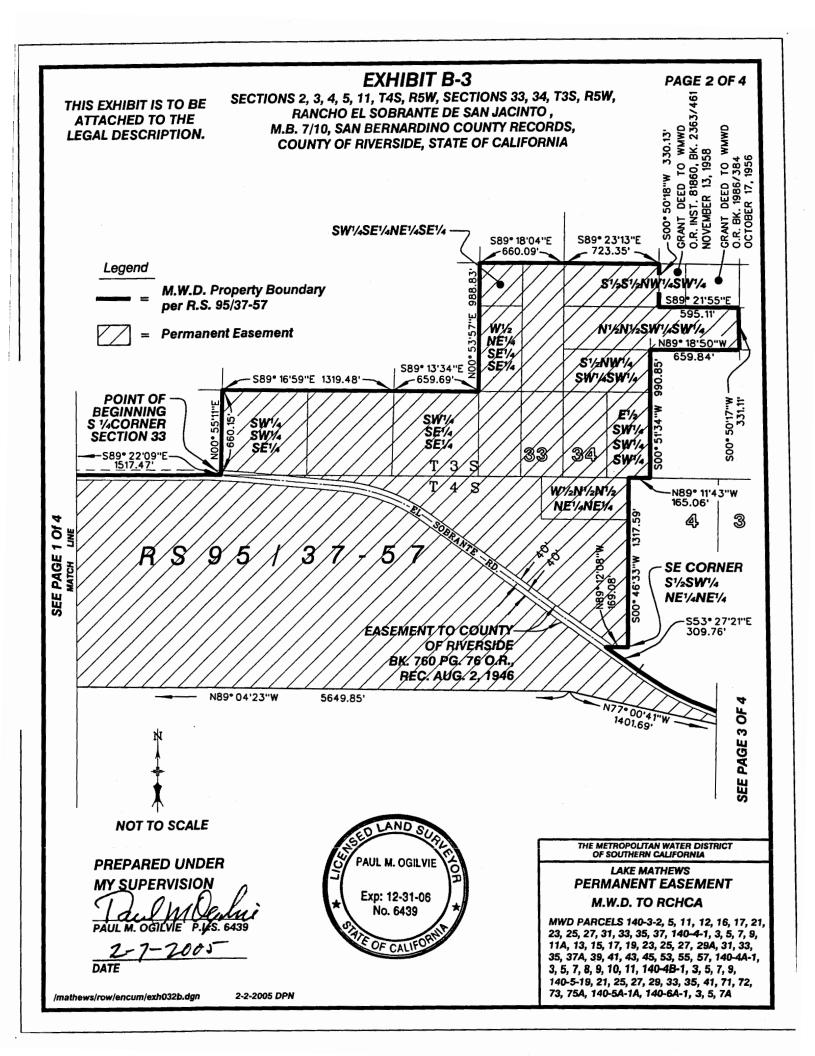


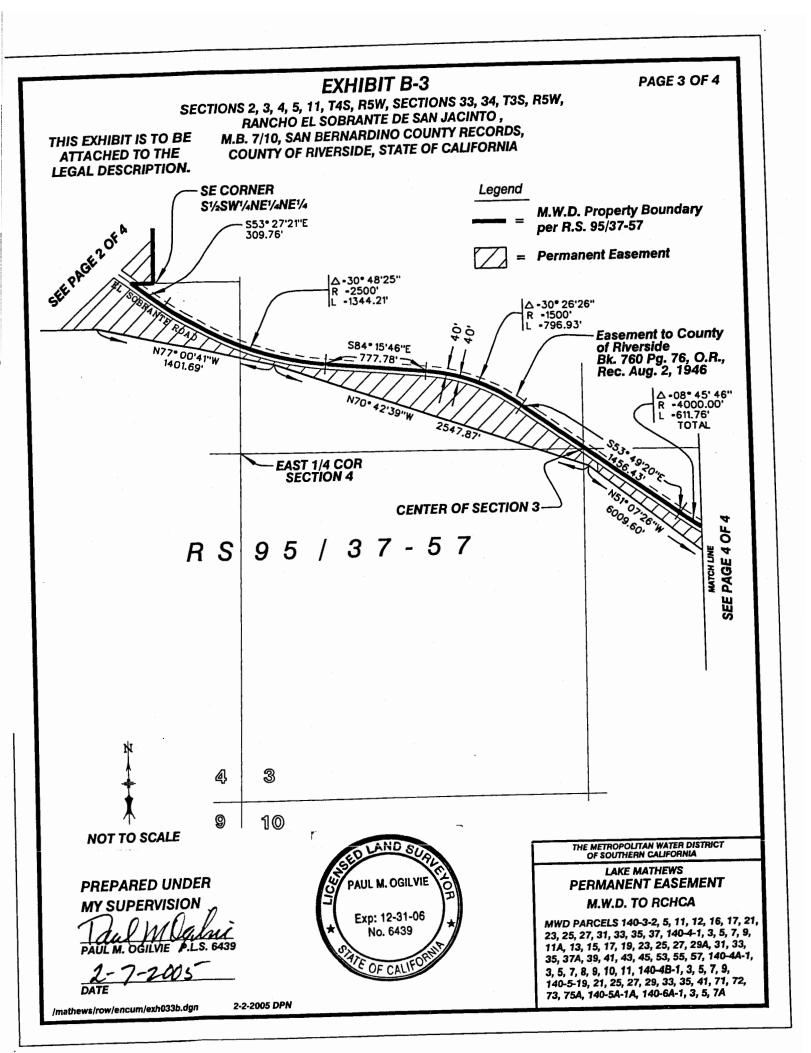
PREPARED UNDER MY SUPERVISION

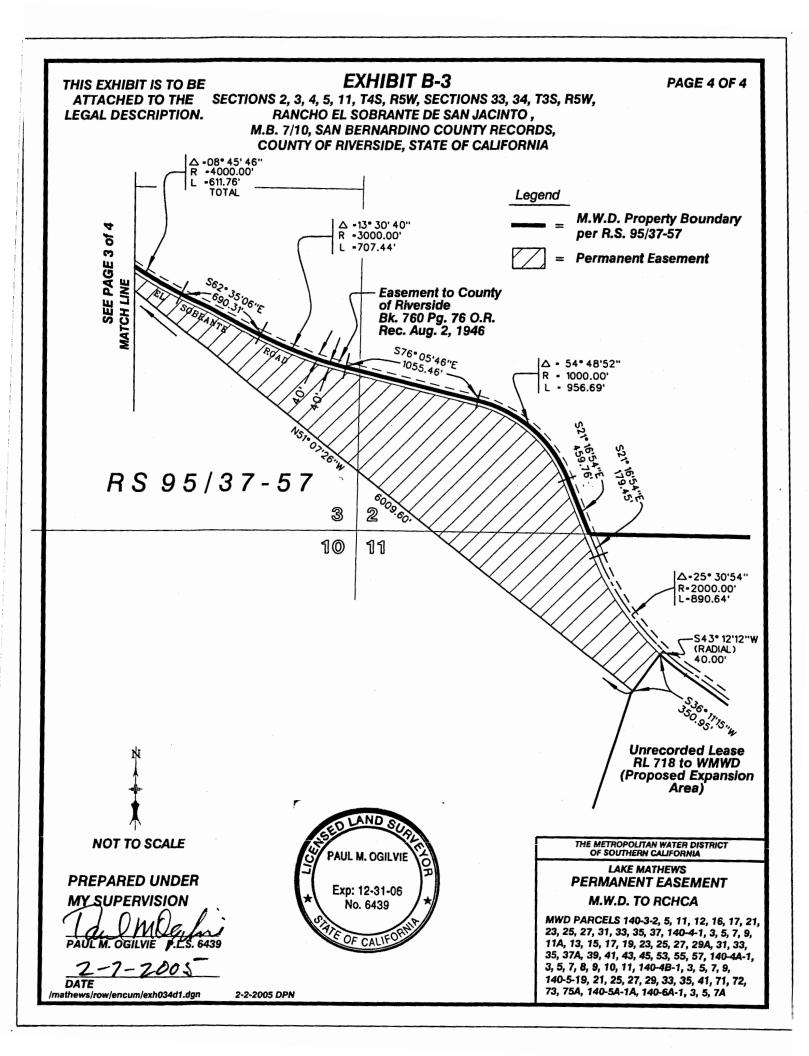
Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005









139-2-8,12, 140-6-10, 33, 35, 37, 39, 41, 43,45,47,49,51,53,55,57 140-6A-7B, 23A, 45, 47, 48, 49A, 51, 53 140-7-5, 140-13-9, 11, 21, 23, 25, 31, 33, 35 140-14-3,5,7A, 9A, 11A 140-15-1A Permanent Easement MWD to RCHCA

All those portions of the following aliquot parcels: the southeast quarter of Section 9, the south half of Section 10, the south half of Section 11, the southwest quarter of Section 12, the northwest quarter of Section 15, the north half of Section 16, the east half of Section 17, all in Township 4 South, Range 5 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Beginning at the west quarter corner of said Section 16, as shown on a Record of Survey filed in Book 95, Pages 37 through 57, inclusive, of Records of Survey, Records of said County of Riverside; thence along The Metropolitan Water District of Southern California property line as shown on said Record of Survey the following courses:



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Paul M. Ogilvie, P.L.S. 6439

Date: 2-7-2005

Permanent Easement MWD to RCHCA

S 89° 14′ 59" E 1332.50 feet to the southeast corner of the E%SW%NW% of said Section 16; thence N 00° 49′ 41″ E 658.63 feet to the southwest corner of the N\'\SE\'\NW\'\' of the said Section 16; thence S 89° 13′ 57" E 1331.71 feet to the southwest corner of the NW\SW\NE\ of said Section 16; thence S 89° 13' 44" E 662.63 feet to the southeast corner of said NW\sw\ne\no of said Section 16; thence N 00° 47' 30" E 659.03 feet to the northeast corner of said NW\sW\nE\footnotes of said Section 16; thence S 89° 14' 42" E 1987.12 feet to the southeast corner of the NE%NE% of said Section 16; thence N 00° 52' 02" E 658.41 feet to the southwest corner of the N½NW¼NW¼ of said Section 15; thence S 89° 15′ 15″ E 1324.21 feet to the southeast corner of said N%NW%NW% of said Section 15; thence N 00° 49' 24" E 657.68 feet to the southeast corner of the S%SE%SW%SW% of said Section 10; thence N 00° 48' 52" E 330.06 feet to the southwest corner of the N%S%SE%SW% of said Section 10; thence S 89° 12' 22" E 1324.32 feet to the southeast corner of said N%S%SE%SW% of said Section 10; thence N 00° 47' 49" E 330.30 feet to the southwest corner of the N\(\frac{1}{2}\)SW\(\frac{1}{2}\)SW of said Section 10; thence S 89° 11' 27" E 1317.50 feet to the southeast corner of said N%SW%SE% of said Section 10; thence N 00° 52' 12" E 329.70 feet to the southwest corner of the N½N½SE¼SE¼ of said Section 10; thence S 89° 15' 56" E 1318.03 feet to the southwest corner of the N%NW%SW%SW% of said Section 11; thence S 89° 14'



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Permanent Easement MWD to RCHCA

23" E 1324.44 feet to the southwest corner of the N\(\)N\(\)SE\(\)SW\(\) of said Section 11; thence S 89° 15' 53" E 1326.79 feet to the southwest corner of the N½N½SW¼SE¼ of said Section 11; thence S 89° 13′ 38" E 2640.61 feet to the southeast corner of the N½N½SE½SE½ of said Section 11; thence S 00° 51' 16" W 329.67 feet to the southwest corner of the N\%SW\%SW\% of said Section 12; thence S 89° 14' 29" E 1328.58 feet to the southeast corner of said N%SW%SW% of said Section 12; thence N 00° 52′ 44″ E 991.05 feet to the southwest corner of the N%SW%NE%SW% of said Section 12; thence S 89° 17′ 09" E 1303.66 feet along the southerly line of said N%SW%NE%SW% of said Section 12, and along the southerly line of the N%SE%NE%SW% of said Section 12 to the westerly right of way line of Smith Road (25 feet wide) per that permanent easement to the County of Riverside, recorded May 5, 1964 as Instrument No. 54805 in Book 3683, page 355 Official Records of said County; thence leaving said property line N 00° 54' 02" E 264.83 feet along said westerly right of way line to the southerly right of way line of Cajalco Road as dedicated and accepted by that certain grant of road easement recorded June 22, 2004, as Document No. 0478171, Official Records of said County and as shown on last said Record of Survey; thence along said southerly right of way line N 89° 00' 36" W 321.63 feet to the beginning of a tangent curve concave southeasterly, having a radius of 2343.00 feet; thence southwesterly along said curve,



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through a central angle of 21° 49' 28", an arc distance of 892.47 feet; thence S 20° 50′ 04" E 10.00 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 2333.00 feet, to which a radial line bears N 20° 50′ 04″ W; thence southwesterly along said curve, through a central angle of 02° 40′ 04″, an arc distance of 108.63 feet; thence N 23° 30′ 08″ W 4.00 to the beginning of a non-tangent curve concave southeasterly, having a radius of 2337.00 feet to which a radial line bears N 23° 30′ 08" W; thence southwesterly along said curve, through a central angle of 08° 31' 00" an arc distance of 347.38 feet to a point of reverse curve, concave northwesterly, having a radius of 2463.00 feet, to which a radial line bears S 32° 01' 08" E; thence southwesterly along said curve, through a central angle of 09° 31' 56", an arc distance of 409.77 feet; thence S 22° 29' 12" E 24.00 feet to the beginning of a nontangent curve concave northwesterly, having a radius of 2487.00 feet, to which a radial line bears S 22° 29′ 12″ E; thence southwesterly along said curve, through a central angle of 02° 34' 00", an arc distance of 111.41 feet; thence S 19° 55' 12" E 23.00 feet to the beginning of a non-tangent curve concave northwesterly, to which a radial line bears S 19° 55′ 12" E. having a radius of 2510.00 feet; thence southwesterly along said curve, through a central angle of 16° 09' 25", an arc distance of 707.80 feet; thence N 03° 45' 47" W 42.00 feet to the beginning



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of a non tangent curve, concave northeasterly, having a radius of 2468.00 feet, to which a radial line bears S 03° 45′ 47" E; thence northwesterly along said curve through a central angle of 38° 03' 52" an arc distance of 1639.62 feet to the beginning of a reverse curve, concave southwesterly, having a radius of 2332.00 feet to which a radial line bears N 34° 18' 05" E; thence westerly along said curve, through a central angle of 08° 59' 34", an arc distance of 366.02 feet; thence N 25° 18' 31" E 29.50 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 2361.50 feet, to which a radial line bears N 25° 18′ 31" E; thence northwesterly along said curve through a central angle of 27° 33' 25", an arc distance of 1135.79 feet; thence S 02° 14′ 54" E 18.50 feet to the beginning of a non-tangent curve concave southerly, having a radius of 2343.00 feet to which a radial line bears N 02° 14′ 54″ W; thence northwesterly along said curve, through a central angle of 01° 34′ 25″, an arc distance of 64.35 feet; thence tangent to last said curve S 86° 10′ 41″ W 165.03 feet; thence leaving said southerly line of said Cajalco Road N 03° 49′ 19″ W 216.05 feet; S 82° 52′ 39″ W 1018.93 feet; thence S 86° 10′ 06″ W 836.11 feet; thence S 86° 09' 12" W 1314.92 feet; thence S 86° 00' 50" W 157.93 feet; thence S 85° 21' 20" W 208.58 feet; thence S 81° 44' 46" W 331.70 feet; thence S 78° 07' 49" W 399.17 feet; thence S



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74° 00′ 19″ W 303.92 feet; thence S 69° 45′ 21″ W 347.32 feet; thence S 68° 21' 47" W 4926.13 feet; thence S 69° 24' 42" W 150.38 feet; thence S 76° 06' 55" W 186.75 feet; thence S 81° 33' 21" W 170.44 feet; thence S 86° 25' 20" W 139.50 feet; thence N 88° 22' 09" W 174.71 feet; thence N 84° 57' 04" W 136.42 feet; thence N 88° 43' 35" W 175.62 feet; thence S 86° 42' 16" W 181.08 feet; thence S 80° 32' 00" W 221.51 feet; thence S 74° 04' 15" W 220.87 feet; thence S 68° 27' 39" W 1580.65 feet; thence S 34° 44' 14" W 138.08 feet to a point on the northerly right of way line of Cajalco Road per permanent easement recorded August 2, 1946 in book 760, page 76, Official Records of said County; as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive; thence S 24° 57′ 03" E 40.00 to the centerline of said Cajalco Road; thence along said centerline S 65° 02' 57" W 1417.69 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1145.92 feet; thence southwesterly along said curve through a central angle of 37° 29' 59" an arc distance of 750.00 feet; thence tangent to last said curve S 27° 32' 58" W 837.05 feet to the intersection of said centerline with the southerly line of the NW%NW%SE% of said Section 17, as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive; thence leaving said centerline and along said property line S 89° 22' 05" E 930.48 feet to the



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southeast corner of the NE½NW½SE½ of said Section 17; thence S 00° 55′ 46″ W 659.00 feet to the southwest corner of the NE½SE½ of said Section 17; thence S 89° 18′ 22″ E 1323.45 feet to the southeast corner of said NE½SE½ of said Section 17; thence N 00° 53′ 23″ E 1317.06 feet to the Point of Beginning.

EXCEPTING therefrom that portion of said south half of Section 11 ("Basin No. 1") described as follows:

Commencing at the southwest corner of said Section 11, as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive; thence along the westerly line of said Section 11 N 00° 52′ 07″ E 987.50 feet said property line; thence N 53° 16′ 23″ E 888.40 feet to THE TRUE POINT OF BEGINNING of this exception; thence N 03° 49′ 19″ W 315.00 feet to the southerly right of way line of said Cajalco Road; thence along said southerly right of way line N 86° 10′ 41″ E 323.00 feet; thence leaving said southerly right of way line S 03° 49′ 19″ E 270.70; thence S 78° 22′ 05″ W 326.02 feet to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING therefrom that portion of said south half of Section 10, and that portion of said northwest quarter of Section 15 ("Basin No. 2") described as follows:

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Commencing at the west quarter corner of said Section 15 as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive; thence along the west line of said Section 15 N 00° 52′ 02″ E 2634.12 feet to the northwest corner of said Section 15 as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive; thence N 23° 54′ 27″ E 402.46 feet to the southerly right of way line of said Cajalco Road, also being THE TRUE POINT OF BEGINNING of this exception; thence S 21° 41′ 52″ E 615.18 feet; thence N 68° 18′ 08″ E 707.00 feet; thence N 21° 41′ 52″ W 615.18 feet to said southerly right of way line; thence along said southerly right of way line S 68° 18′ 08″ W 707.00 feet to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING therefrom that portion of said north half of Section 16, ("Basin No. 3") described as follows:

Commencing at the southwest corner of said Section 16, as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive; thence along the west line of said Section 16, N 00° 53′ 23″ E 2634.43 feet to the west quarter corner of said Section 16; thence N 39° 15′ 03″ E 1798.47 feet to THE TRUE POINT OF BEGINNING of this exception; thence N 21° 36′ 12″ W 254.54 feet to the southerly right of way line of said Cajalco Road;

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thence along said southerly right of way line N 68° 23′ 48″ E 420.08 feet to the beginning of a tangent curve, concave southerly; having a radius of 1869.86 feet; thence northeasterly, through a central angle of 06° 12′ 45″, an arc distance of 202.74 feet; thence leaving said southerly right of way line S 21° 36′ 12″ E 243.56 feet; thence S 68° 23′ 48″ W 622.43 feet to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING therefrom that portion of said east half of Section 17, ("Basin No. 4A") described as follows:

Commencing at the southeast corner of said Section 17, as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive; thence along the east line of said Section 17, N 00 53' 23" E 2634.43 feet to the east quarter corner of said Section 17; thence N 62° 28' 23" W 1372.39 feet to southerly right of way line of said Cajalco Road, also being THE TRUE POINT OF BEGINNING; thence leaving said southerly right of way line S 28° 06' 23" E 544.77 feet; thence S 62° 28' 13" W 595.88 feet; thence N 41° 01' 16" W 433.08 feet to said southerly right of way line, also being the beginning of a non-tangent curve, concave southeasterly, having a radius of 1105.92 feet, to which a radial line bears N 55° 36' 40" W; thence northeasterly along said southerly right of way line and along said curve, through a central angle of 30° 39' 38", an arc distance of 591.81 feet;



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thence N 65° 02' 57" E 121.21 feet to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING therefrom that portion of said south half of Section 11 lying within that certain grant of easement to Western Municipal Water District recorded July 16, 1965 as Instrument No. 82406, Official Records of said County.

ALSO EXCEPTING therefrom those portions lying within Cajalco Road, 80 feet wide, as established by deed recorded August 2, 1946 in Book 760, Page 76, Official Records of Riverside County, as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive.

ALSO EXCEPTING therefrom those portions of said Sections 11 and 12 lying within Gavilan Road as shown on said Record of Survey filed in Book 111, Pages 46 through 49, inclusive, and as dedicated and accepted by that certain grant of road easement recorded June 22, 2004 as Document No. 0478171, Official Records of said County.

ALSO EXCEPTING therefrom those portions of said Sections 16 and 17 lying within Lake Mathews Drive as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive, and as dedicated and accepted by those certain grants of road easement recorded July 11, 1963 as Instrument No. 72662, recorded October

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2, 1974 as Instruments No.127432 and No. 127435 all of Official Records of said County.

ALSO EXCEPTING therefrom that portion of said Section 10 lying within Archer Road as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive, and as dedicated and accepted by that certain grant of road easement recorded November 17, 1977 as Instrument No. 230272, Official Records of said County.

ALSO EXCEPTING therefrom that portion of said Section 11 lying within Kirkpatrick Road as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive, and as dedicated and accepted by that certain grant of road easement recorded August 7, 1968 as Instrument No. 76546, Official Records of said County.

All as shown on EXHIBIT "B-4" attached hereto and made a part hereof.

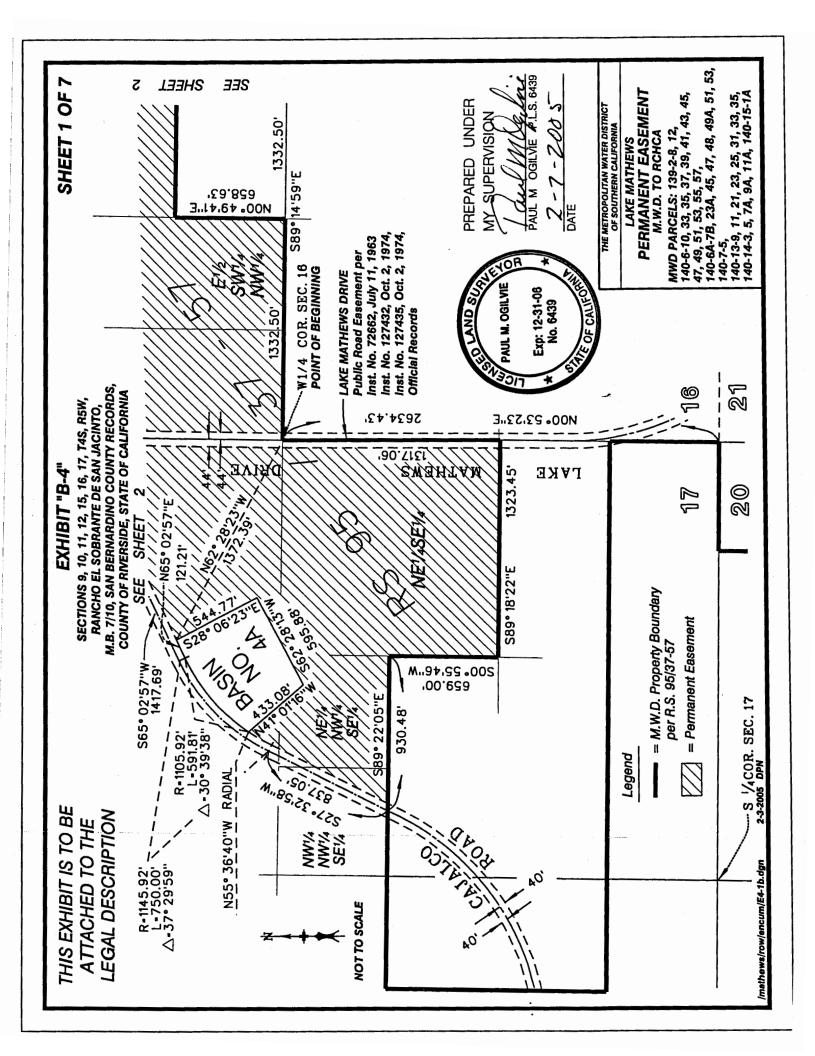
#### END OF DESCRIPTION

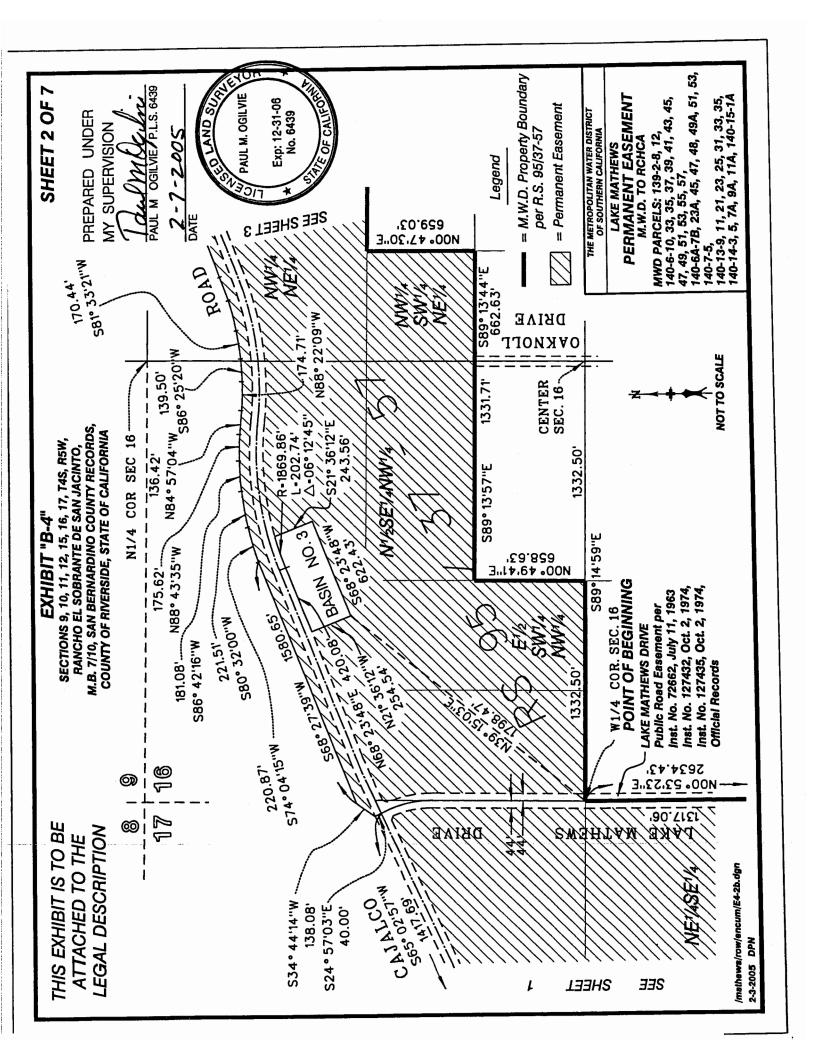


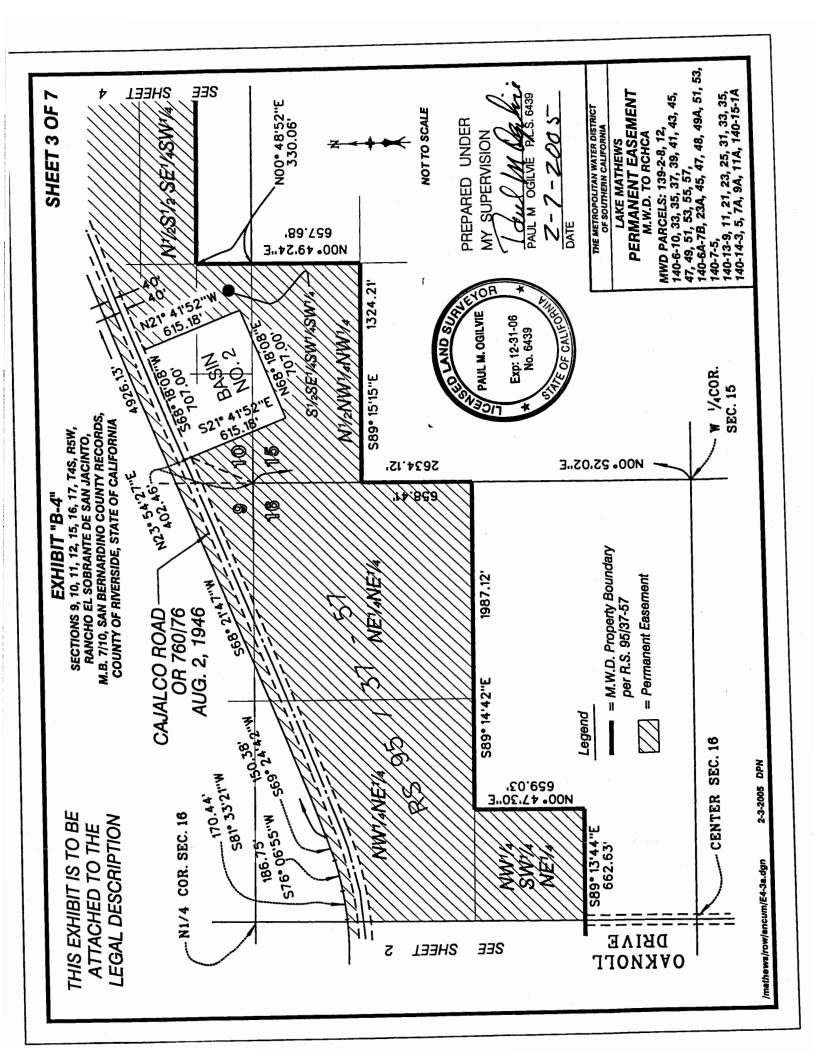
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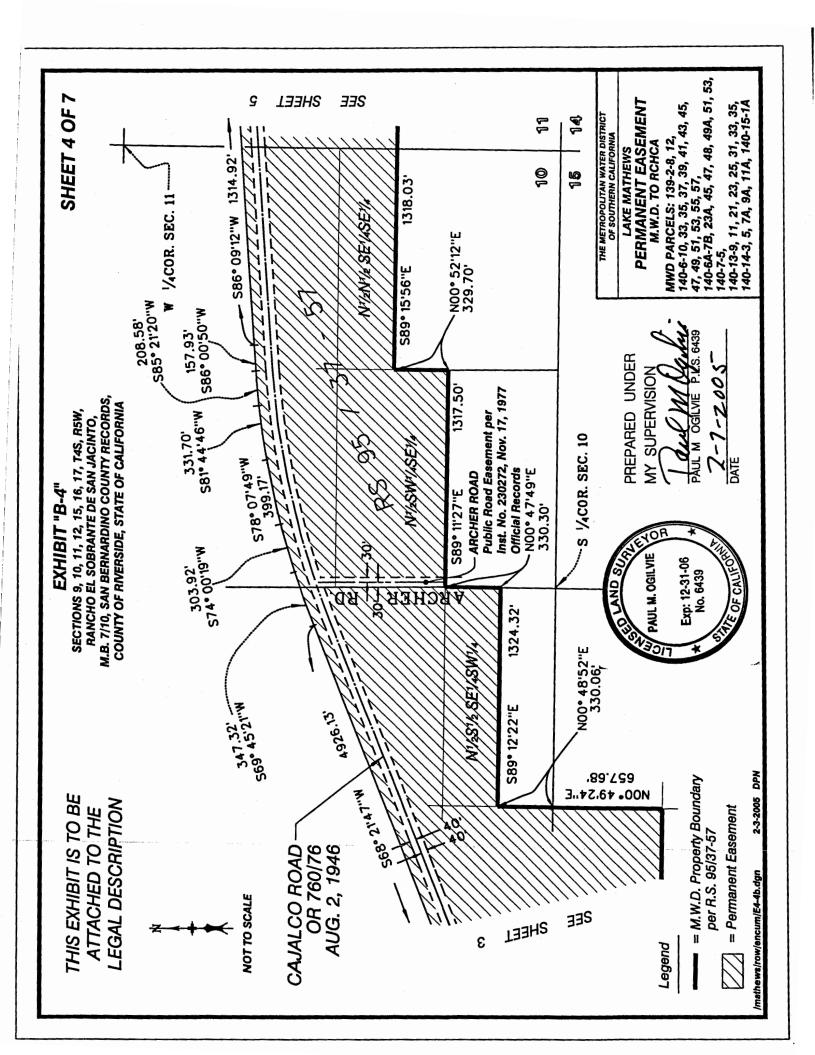
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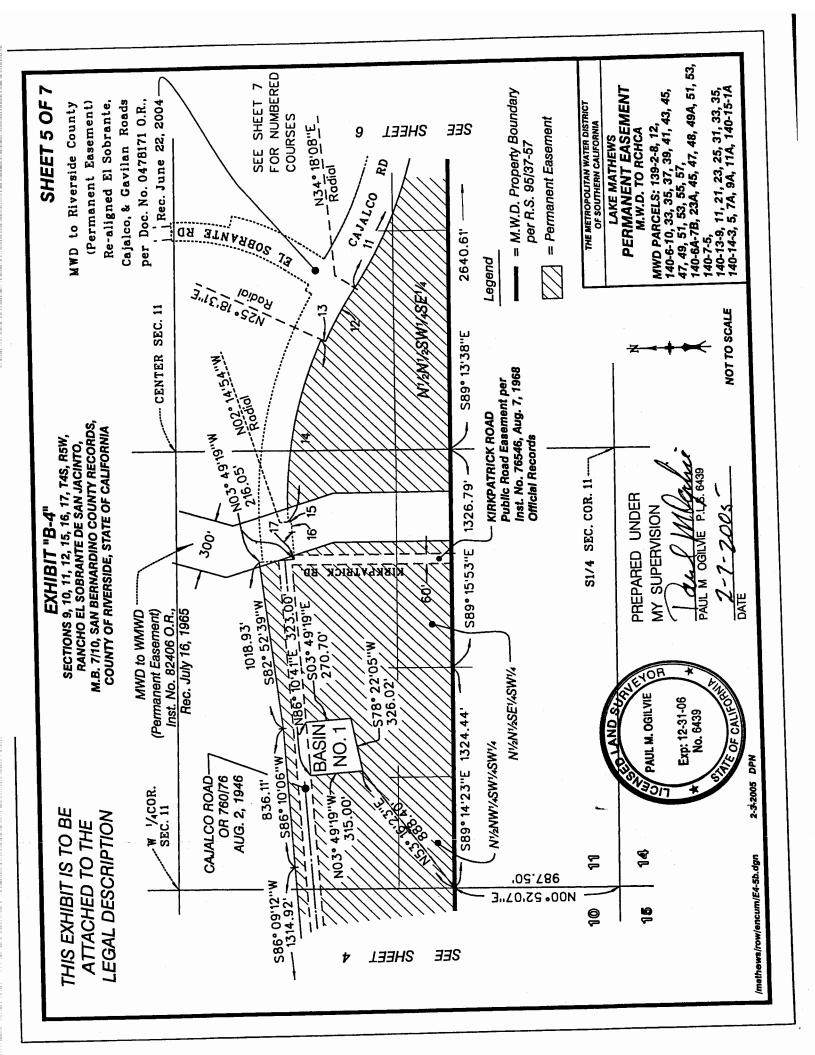
Date: 2-7-2005

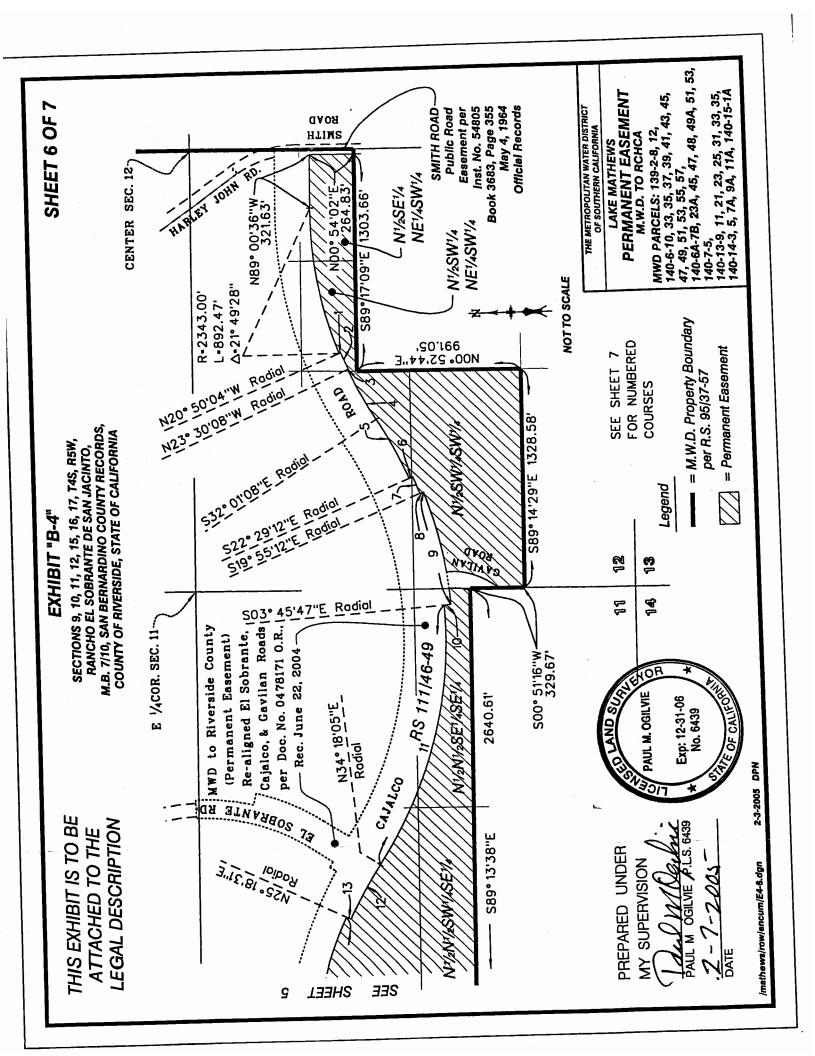












# THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

SECTIONS 9, 10, 11, 12, 15, 16, 17, 14S, R5W, RANCHO EL SOBRANTE DE SAN JACINTO, M.B. 7/10, SAN BERNARDINO COUNTY RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

		∆=02° 40'04"		△=08° 31'00"	△=09° 31'56"		△-02°34'00"		∆=16° 09'25''		△=38°03'52"	△=08° 59'34"		∆=27° 33'25"		△-01° 34'25"	
	10.00'	L=108.63'	4.00'	L=347.38'	L=409.77 <sup>1</sup>	24.00'	L=111.41'	23.00	L=707.80'	42.00'	L=1639.62 <sup>1</sup>	L-366.02'	29.50	L=1135.79'	18.50'	L-64.35'	165.03'
TABLE	S20° 50'04"E	R=2333.00'	N23° 30'08"W	R=2337.00'	R-2463.00'	S22° 29'12"E	R=2487.00	S19° 55'12"E	R=2510.00'	NO3° 45'47"W	R-2468.00	R-2332.00'	N25° 18'31"E	R=2361.50'	S02° 14'54"E	R=2343.00	S86° 10'41"W
DATA	1	2	3	4	5	9	2	8	6	10	11	12	13	14	15	16	17

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PAUL M DGILVIE PLS. 6439

2-7-2005 DATE

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

LAKE MATHEWS
PERMANENT EASEMENT
M.W.D. TO RCHCA

MWD PARCELS: 139-2-8, 12, 140-6-10, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 140-6A-7B, 23A, 45, 47, 48, 49A, 51, 53, 140-7-5, 140-13-9, 11, 21, 23, 25, 31, 33, 35, 140-14-3, 5, 7A, 9A, 11A, 140-15-1A

139-2-9A,10,13,13A 140-6A-5,7A,9,15,15A, 17,19, Permanent Easement MWD to RCHCA

#### PARCEL 1

All that portion of the south half of the south half of the southeast quarter of the northwest quarter, and all that portion of the northeast quarter of the northeast quarter of the southwest quarter of Section 12, both in Township 4 South, Range 5 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, lying northeasterly of the northeasterly right of way line of Harley John Road, 60 feet wide, as established by deed recorded February 25, 1975 as Instrument No. 22077, Official Records of Riverside County, and as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive, of Records of Survey, Records of said County of Riverside.

#### PARCEL 2

All that portion of the north half of Section 11, and that portion of the northwest quarter of Section 12, both in Township 4 South, Range 5 West, of the sectionalized survey of Rancho El



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Date: 2-7-2005

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Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Commencing at the center of said Section 12, as shown on said Record of Survey; thence along the property line of The Metropolitan Water District of Southern California (MWD) as shown on said Record of Survey N 00° 54' 10" E 330.32 feet to the northeast corner of the S\s\SE\NW\% of said Section 12; thence N 89° 18' 43" W 1329.05 feet to the northwest corner of said SXSXSEXNWX of said Section 12, said northwest corner being the POINT OF BEGINNING; thence continuing along said property line N 00° 51' 25" E 1648.86 feet to the northeast corner of the NXSEXNWXNW% of said Section 12; thence N 89° 11' 47" W 1330.57 feet to the northwest corner of the N½SW¼NW¼NW¼ of said Section 12; thence N 00° 49′ 52″ E 659.82 feet to the northeast corner of said Section 11; thence N 89° 18' 15" W 566.67 feet along the north line of said Section 11 to the northeast corner of that certain parcel of land designated as Improvement District No. 1, Tank Site No. 2 conveyed to Western Municipal Water District by Grant Deed recorded February 20, 1962 as Instrument No. 16107, Official Records of Riverside County; thence S 00° 41' 50" W 200.01 feet along the easterly line of said conveyed parcel; thence N 89° 18′ 13″ W 239.99 feet along the southerly line of said conveyed parcel; thence N 00° 41' 41" E 200.00 feet along

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the westerly line of said conveyed parcel to said north line of said Section 11; thence N 89° 18' 15" W 1832.33 feet to the north quarter corner of said Section 11; thence N 89° 14' 41" W 857.61 feet along said north line of said Section 11 to the centerline of El Sobrante Road, 80 feet in width, per easement recorded August 2, 1946 in Book 760, page 76 Official Records of said County; thence along said centerline and leaving said property line S 21° 16′ 54" E 179.45 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 2000.00 feet; thence southeasterly along said curve, through a central angle of 32° 31' 51", an arc distance of 1135.54 feet; thence S 53° 48' 45" E 1112.22 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1200.00 feet; thence southeasterly along said curve, through a central angle of 16° 16' 50", an arc distance of 340.98 feet; thence non-tangent to said curve, and leaving said centerline N 62° 42′ 37" E 40.63 feet to the easterly right of way line of said El Sobrante Road; thence leaving said easterly right of way line N 62° 42′ 37" E 171.12 feet; thence S 34° 47' 06" E 205.12 feet; thence S 56° 57′ 03" E 163.17 feet; thence N 86° 11′ 21" E 115.41 feet; thence N 48° 04' 49" E 57.38 feet; thence N 32° 06' 05" E 62.03 feet; thence N 06° 40' 41" W 50.57 feet; thence N 45° 00' 39" E 37.53 feet; thence S 88° 55′ 25″ E 78.80 feet; thence S 37° 35′ 05" E 15.23 feet; thence N 82° 19′ 57" E 97.22 feet;

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Date: 2-7-2005

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thence N 55° 11′ 58" E 56.11 feet; thence S 30° 40′ 25" E 171.41 feet; thence S 34° 38' 12" E 205.99 feet; thence S 62° 27' 00" E 157.93 feet; thence S 50° 57' 08" E 70.58 feet; thence S 39° 21' 57" E 145.79 feet; thence S 38° 02' 54" E 143.56 feet; thence S 52° 06' 21" E 102.50 feet; thence S 84° 33' 52" E 140.73 feet; thence S 85° 11' 18" E 145.57 feet; thence S 88° 23' 11" E 250.73 feet; S 86° 41′ 33" E 169.36 feet; thence S 87° 44′ 08" E 82.01 feet; thence N 77° 56' 01" E 112.76 feet; thence N 78° 09' 45" E 113.54 feet; thence N 55° 06' 48" E 148.48 feet; thence S 44° 31′ 03" E 99.90 feet; thence N 85° 12′ 43" E 79.67 feet; thence N 56° 40′ 38" E 93.46 feet; thence S 70° 08′ 50" E 68.76 feet; thence S 52° 32' 40" E 153.45 feet; thence S 82° 46′ 26" E 355.08 feet; thence N 61° 46′ 16" E 182.68 feet; thence N 59° 02' 21" E 98.56 feet; thence N 89° 44' 56" E 72.04 feet to the westerly right of way line of said Harley John Road, 60 feet wide, as shown on said Record of Survey; thence N 34° 29′ 00″ W 183.43 feet along said westerly right of way line to said property line on the north line of said S%S%SE%NW% of said Section 12; thence N 89° 18' 43" W 751.23 feet along said property line to the POINT OF BEGINNING.

EXCEPTING therefrom that portion lying within said El Sobrante Road, 80 feet wide, as established by deed recorded

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August 2, 1946 in Book 760, Page 76, Official Records of Riverside County, as shown on said Record of Survey.

ALSO EXCEPTING therefrom that portion of the NW/NW% of said Section 12 lying within Harley John Road as shown on said Record of Survey filed in Book 95, Pages 37 through 57, inclusive, and as dedicated and accepted by that certain grant of road easement recorded February 25, 1975 as Instrument No. 22077, Official Records of said County.

ALSO EXCEPTING therefrom that portion lying within that certain easement parcel conveyed to Western Municipal Water District by deed recorded March 31, 1965, as Instrument No. 36837, Official Records of said County of Riverside.

ALSO EXCEPTING therefrom that portion of the northeast quarter of said Section 11 described as follows:

Commencing at the said north quarter corner of Section 11; thence S 00° 51′ 43″ W 1112.28 feet along the west line of said northeast quarter as shown on said Record of Survey to the intersection with said centerline of El Sobrante Road; thence S 53° 48′ 45″ E 70.35 feet along said centerline; thence leaving said centerline N 36° 11′ 15″ E 40.00 feet to the northeasterly right of way line of said El Sobrante Road, also being the POINT OF BEGINNING; thence along said northeasterly right of way line N 53° 48′ 45″ W 47.91 feet to a line lying 45 feet northwesterly of

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Permanent Easement MWD to RCHCA

and parallel with the northwesterly line of that certain easement parcel 102-B, 20.00 feet in width, conveyed to Western Municipal Water District by deed recorded February 20, 1962, as Instrument No. 16106, Official Records of said County of Riverside; thence along said parallel line N 56° 15' 47" E 91.66 feet; thence N 46° 37' 47" E 370.54 feet; thence N 50° 37' 47" E 325.16 feet; thence leaving said parallel line S 68° 03' 57" E 51.30 feet to said northwesterly line of easement parcel 102-B; thence along said northwesterly line N 50° 37′ 47" E 270.40 feet; thence N 63° 46' 47" E 584.95 feet; thence S 67° 17' 15" E 139.49 feet; thence N 71° 18' 47" E to the easterly termination of said northwesterly line on said westerly line of said parcel of land designated as Improvement District No. 1, Tank Site No. 2; thence along said westerly line S 00° 41′ 41" W 47.70 feet to a line lying 25 feet southeasterly of and parallel with the southeasterly line of said easement parcel 102-B; thence along said southeasterly parallel line S 71° 18' 47" W 316.77 feet; thence N 67° 17' 15" W 136.02 feet; thence S 63° 46' 47" W 559.28 feet; thence S 50° 37' 47" W 240.58 feet; thence leaving said southeasterly parallel line S 68° 03' 57" E 110.65 feet; thence N 80° 24' 31" E 203.46 feet; thence N 57° 36' 52" E 82.98 feet; thence S 77° 46′ 24″ E 199.54 feet; thence S 08° 17′ 07″ E 235.83 feet; thence N 81° 44' 06" E 115.45 feet; thence S 05° 09' 27" E 150.22 feet; thence S 29° 04 11" E 121.69 feet; thence S 43° 01' 34" W 91.56 feet; thence S 73° 30' 53" W 38.86 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 500.00 feet; a radial line to said point bears



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Permanent Easement MWD to RCHCA

S 32° 47′ 09" W; thence northwesterly along said curve through a central angle of 20° 38′ 52", an arc distance of 180.19 feet; thence S 71° 24′ 55" W 257.26 feet; thence N 40° 25′ 34" W 238.39 feet; thence N 22° 20′ 05" W 46.56 feet; thence N 41°29′ 27" E 66.89 feet; thence N 07° 49′ 24" E 81.84 feet; thence N 18° 37′ 43" E 65.42 feet; thence S 80° 24′ 31" W 126.37 feet; thence N 68° 03′ 57" W 201.37 feet to said southeasterly line of easement parcel 102-B; thence along said southeasterly line S 50° 37′ 47" W 272.97 feet; thence S 46° 37′ 47" W 373.75 feet; thence S 56° 15′ 47" W 73.39 feet to said northeasterly right of way line of El Sobrante road; thence along said northeasterly right of way line N 53° 48′ 45" W, 21.29 feet to the POINT OF BEGINNING.

### PARCEL 3

All that portion of said Section 11, described as follows:

Commencing at said north quarter corner of Section 11; thence S 00° 51′ 43″ W 1112.28 feet along said west line of said northeast quarter of Section 11 as shown on said Record of Survey to said centerline of El Sobrante Road, 80 feet in width; thence along said centerline S 53° 48′ 45″ E 733.61 feet; thence at right angles, and leaving said centerline, S 36° 11′ 15″ W 40.00 feet to the southwesterly right-of-way line of said El Sobrante Road, being the most easterly corner of the proposed expansion



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Permanent Easement MWD to RCHCA

area of an unrecorded lease from said MWD to the Western Municipal Water District, (RL 718) and the Point of Beginning; thence along the southeasterly line of said proposed expansion area S 36° 11′ 15″ W 387.23 feet; thence leaving said southeasterly line S 51° 07′ 26″ E 1176.18 feet to a non-tangent curve on said southwesterly right-of-way line of El Sobrante Road, concave southwesterly, having a radius 1160.00 feet, a radial line bears N 87° 58′ 19″ E to the beginning of said non-tangent curve; thence northwesterly along said southwesterly right of way line and said non-tangent curve, through a central angle 51° 47′ 04″, an arc distance of 1048.42 feet; thence N 53° 48′ 45″ W 263.49 feet to the Point of Beginning.

All as shown on EXHIBIT "B-5" attached hereto and made a part hereof.

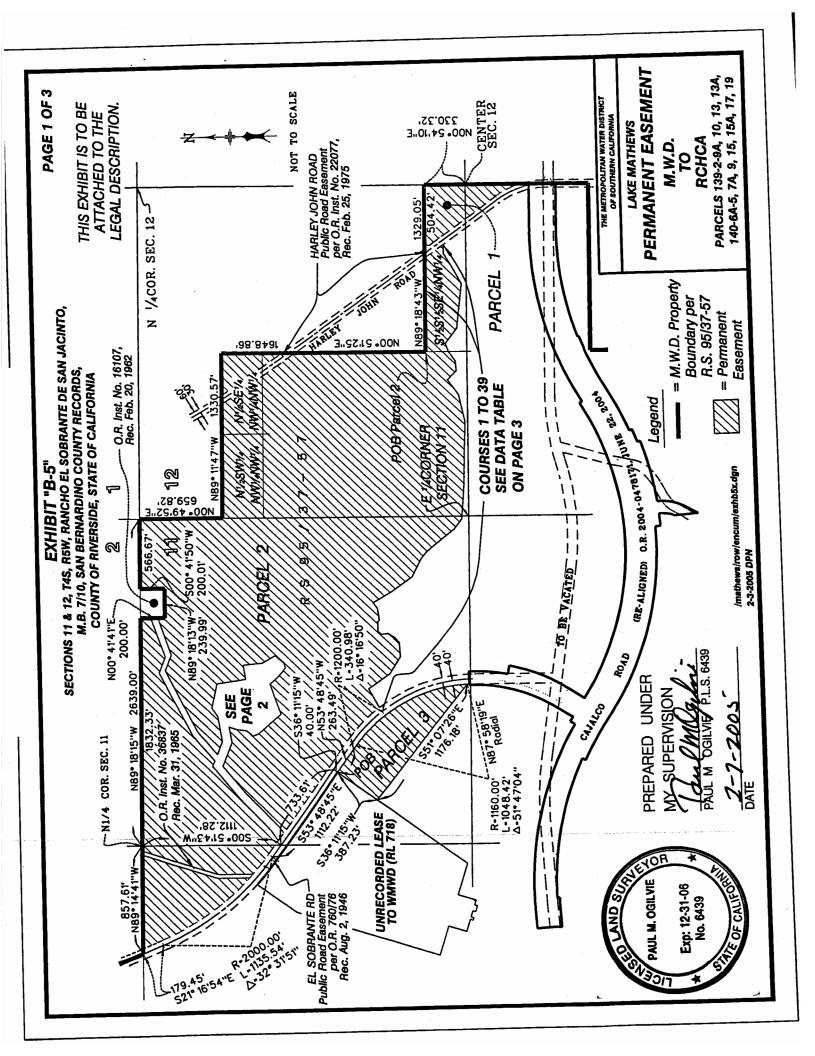
## END OF DESCRIPTION

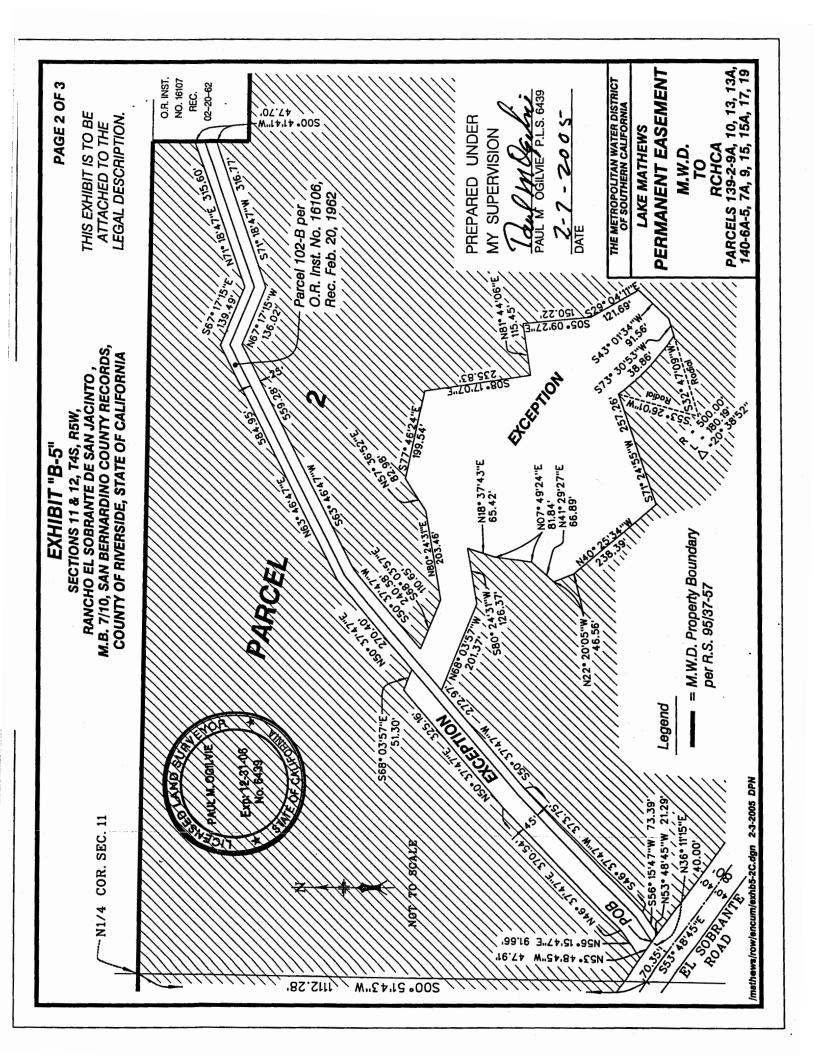


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EXHIBIT "B-5"
SECTIONS 11 & 12, T4S, R5W, RANCHO EL SOBRANTE DE SAN JACINTO,
M.B. 7/10, SAN BERNARDINO COUNTY RECORDS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION.

# DATA TABLE

												_	
,06.66	79.67	93.46′	68.76	153.45'	355.08	182.68	98.56	72.04	183.43	751.23'			
S44°31'03"E	N85°12′43″E	N56°40'38"E	S70°08'50"E	S52°32′40″E	S82°46'26"E	N61°46′16″E	N59°02'21"E	N89°44'56"E	N34°29'00"W	N89°18'43"W			
29	30	31	32	33	34	35	36	37	38	39			
202.99	157.93'	70.58	145.79'	143.56'	102.50'	140.73'	145.57'	250.73'	169.36	82.01	112.76'	113.54	148.48′
S34°38′12″E	S62°27'00"E	S50°57'08"E	S39°21'57"E	S38°02'54"E	S52°06'21"E	S84°33'52"E	S85°11'18"E	S88°23'11"E	S86°41'33"E	S87°44'08"E	N77°56'01"E	N78°09'45"E	N55°06'48"E
15	16	17	9	19	20	21	22	23	24	25	26	27	28
40.63	171.12'	205.12'	163.17'	115.41'	57.38'	62.03'	50.57	37.53'	78.80	15.23'	97.22'	56.11'	171.41
N62° 42′ 37″E	N62° 42′ 37″E	S34°47'06"E	S56°57'03"E	N86°11'21"E	N48°04'49"E	N32°06'05"E	NO6°40'41"W	N45°00'39"E	S88°55'25"E	S37°35'05"E	N82°19'57"E	N55°11'58"E	S30°40'25"E
-	2	3	4	2	9	7	∞	6	9	=	12	_	14



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MY SUPERVISION

ALL MOGILVIE PLS. 6439

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA PERMANENT EASEMENT
M.W.D.

PARCELS 139-2-9A, 10, 13, 13A, 140-6A-5, 7A, 9, 15, 15A, 17, 19

140-1-65, 140-3-19, 140-3-47, 140-3-49, 140-3-63, 140-10-1, 140-10-11 140-10B-2, Permanent Easement MWWD to RCHCA

# Island Parcel 1

That portion of Section 12, Township 4 South, Range 6 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Commencing at the northwest corner of said Section 12, as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive; of Records of Survey, Records of Riverside County; thence along the north line of said Section 12, S 89° 12′ 55″ E 809.60 feet; thence leaving said north line S 33° 08′ 44″ E 4602.56 feet to THE TRUE POINT OF BEGINNING; thence the following courses:

S 55° 38' 47" W 59.40 feet; S 01° 45' 41" W 48.80 feet; S 14° 24' 16" W 40.00 feet; S 00° 30' 24" W 24.88 feet;



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Permanent Easement MWD to RCHCA

S 28° 45' 46" E 24.61 feet; S 42° 46' 54" E 38.54 feet; N 38° 15' 22" E 41.67 feet; N 60° 02' 53" E 60.03 feet; N 32° 09' 37" E 20.78 feet; N 20° 34' 44" W 61.88 feet; N 37° 39' 55" W 72.72 feet to THE TRUE POINT OF BEGINNING.

All as shown on EXHIBIT "B-6" attached hereto and made a part hereof.

# Island Parcel 2

That portion of Section 12, Township 4 South, Range 6 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Commencing at the northwest corner of said Section 12, as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive; of Records of Survey, Records of Riverside County; thence along the north line of said Section 12, S 89° 12′ 55″ E 809.60 feet; thence leaving said north line S 51° 01′ 24″ E

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Exp: 12-31-06

No. 6439

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Date: 2-7-2005

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Permanent Easement MWD to RCHCA

2052.49 feet to THE TRUE POINT OF BEGINNING; thence the following courses;

S 61° 12′ 24″ W 59.01 feet; S 23° 03′ 55″ E 24.25 feet; S 44° 28′ 02″ E 57.05 feet; S 58° 28′ 06″ E 66.28 feet; N 85° 32′ 47″ E 55.89 feet; N 43° 09′ 17″ E 42.82 feet; N 12° 12′ 04″ W 46.65 feet; N 40° 05′ 35″ W 50.51 feet; N 80° 17′ 35″ W 45.85 feet; S 88° 24′ 34″ W 51.69 feet to THE TRUE POINT OF BEGINNING.

All as shown on EXHIBIT "B-6" attached hereto and made a part hereof.

# Island Parcel 3

That portion of Sections 1 and 12, Township 4 South, Range 6 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:



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Commencing at the northwest corner of said Section 12, as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive; of Records of Survey, Records of Riverside County; thence along the north line of said Section 12 S 89° 12′ 55″ E 809.60 feet; thence leaving said north line N 89° 07′ 55″ E 1754.96 feet to THE TRUE POINT OF BEGINNING; thence the following courses:

```
S 48° 00' 29" W 63.74 feet;

S 39° 59' 27" W 111.61 feet;

S 18° 00' 32" W 93.58 feet;

S 01° 31' 35" W 100.61 feet;

S 01° 45' 03" W 92.30 feet;

S 44° 12' 14" E 62.60 feet;

N 52° 25' 03" E 125.28 feet;

N 05° 52' 34" W 79.61 feet;

N 06° 43' 29" W 105.13 feet;

N 25° 45' 49" W 69.07 feet;

N 36° 10' 57" E 107.03 feet;

N 02° 35' 43" W 46.30 feet to THE TRUE POINT OF BEGINNING.
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All as shown on EXHIBIT "B-6" attached hereto and made a part hereof.



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Date: 2-7-2005

Permanent Easement MWD to RCHCA

### Island Parcel 4

That portion of Section 5, Township 4 South, Range 5 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Commencing at the north quarter corner of said Section 5, as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive; of Records of Survey, Records of Riverside County; thence along the north line of said Section 5, N 89° 37' 40" W 2650.01 feet to the northwest corner of said Section; thence S 30° 55′ 46" E 2859.39 feet to THE TRUE POINT OF BEGINNING; thence the following courses:

S 87° 58' 18" W 103.69 feet; S 42° 08' 28" W 75.85 feet; S 23° 16′ 09" W 88.37 feet; S 16° 00′ 43″ W 94.56 feet; S 29° 33′ 09" W 89.76 feet; S 33° 50' 23" E 56.27 feet; S 56° 48′ 34″ E 67.45 feet; S 68° 03' 21" E 61.84 feet; N 54° 54′ 12″ E 77.63 feet;



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N 36° 15′ 31" E 132.76 feet;

N 22° 44′ 35" E 108.83 feet;

N 06° 34' 34" W 90.64 feet;

N 38° 19' 37" W 95.28 feet to THE TRUE POINT OF BEGINNING.

All as shown on EXHIBIT "B-6" attached hereto and made a part hereof.

### Island Parcel 5

That portion of Section 5, Township 4 South, Range 5 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Commencing at the north quarter corner of said Section 5, as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive; of Records of Survey, Records of Riverside County; thence along the north line of said Section 5, N 89° 37′ 40″ W 2650.01 feet to the northwest corner of said Section; thence S 33° 43′ 11″ E 3726.33 feet to THE TRUE POINT OF BEGINNING; thence the following courses:

S 40° 17′ 57" W 97.68 feet;



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# Permanent Easement MWD to RCHCA

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S 33° 49′ 30″ W 89.43 feet;
S 46° 40′ 26" E 84.73 feet;
S 03° 09' 52" W 105.08 feet;
S 09° 31′ 54″ W 103.33 feet;
S 42° 58' 51" W 84.70 feet;
S 30° 39′ 36″ W 89.62 feet;
S 16° 21' 50" W 90.30 feet;
S 06° 21' 04" W 87.97 feet;
S 10° 55′ 53" E 85.17 feet;
S 23° 08' 50" E 113.95 feet;
S 44° 32′ 33" E 102.73 feet;
S 49° 54' 12" E 109.37 feet;
S 59° 23' 40" E 111.96 feet;
S 68° 27' 25" E 102.59 feet;
S 58° 38′ 56" E 100.99 feet;
S 71° 10′ 54" E 90.72 feet;
N 61° 57′ 21″ E 74.68 feet;
N 20° 54′ 43″ E 90.81 feet;
N 09° 47′ 44″ W 73.48 feet;
N 09° 23' 30" W 139.92 feet;
N 09° 54' 25" W 83.88 feet;
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N 12° 00' 45" W 104.61 feet; N 16° 59' 13" W 178.58 feet; N 58° 17' 33" W 103.74 feet; N 43° 37' 34" W 112.38 feet; N 46° 27' 36" W 221.21 feet; N 07° 02' 31" E 243.42 feet; N 67° 05' 11" W 49.97 feet to THE TRUE POINT OF BEGINNING.

All as shown on EXHIBIT "B-6" attached hereto and made a part hereof.

## Island Parcel 6

That portion of Section 5, Township 4 South, Range 5 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Commencing at the north quarter corner of said Section 5, as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive; of Records of Survey, Records of Riverside County; thence along the north line of said Section 5, N 89° 37′ 40″ W 2650.01 feet to the northwest corner of said Section; thence



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S 39° 29' 58" E 4274.48 feet to THE TRUE POINT OF BEGINNING; thence the following courses:

S 02° 11′ 55" E 42.75 feet;

S 08° 17′ 37" E 122.85 feet;

N 75° 47' 21" E 168.09 feet;

N 28° 57′ 24″ W 99.36 feet;

N 36° 32′ 56" W 63.18 feet;

S 42° 47′ 44" W 54.05 feet;

N 67° 20' 35" W 64.86 feet to THE TRUE POINT OF BEGINNING.

All as shown on EXHIBIT "B-6" attached hereto and made a part hereof.

### Island Parcel 7

That portion of Section 5, Township 4 South, Range 5 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Commencing at the north quarter corner of said Section 5, as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive; of Records of Survey, Records of Riverside County;



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Date: 2-7-2005

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thence along the north line of said Section 5, N 89° 37′ 40″ W 2650.01 feet to the northwest corner of said Section; thence S 36° 14′ 30″ E 4543.19 feet to THE TRUE POINT OF BEGINNING; thence the following courses:

S 04° 15′ 01" W 51.82 feet;

S 24° 12′ 41″ E 52.82 feet;

S 87° 12′ 24″ E 113.28 feet;

N 43° 18' 37" E 50.60 feet;

N 43° 56′ 59" W 84.50 feet;

N 78° 08' 39" W 61.33 feet;

S 84° 04' 41" W 47.26 to THE TRUE POINT OF BEGINNING.

All as shown on EXHIBIT "B-6" attached hereto and made a part hereof.

### END OF DESCRIPTION



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Date: 2-7-2005

