

West Valley County Water District

Exhibit 1

D25-C
10/14/82

Recording Requested By,
and When Recorded, Mail to:

KINDEL & ANDERSON (MJG)
4000 MacArthur Boulevard
Suite 1000
Newport Beach, California 92660

(Space Above for Recorder's Use)

MAIL TAX STATEMENTS TO:	Unincorporated Area - LOS ANGELES COUNTY
West Valley County Water District	DOCUMENTARY TRANSFER TAX: \$None
P. O. Box 706	Consideration less than \$100
Lancaster, California 93534	
	for
	Agent determining tax
	A. P. No.:

CORPORATION GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, OCCIDENTAL LAND, INC., a California corporation ("Grantor"), hereby grants to WEST VALLEY COUNTY WATER DISTRICT ("Grantee"), the following described real property ("Property") situated in the Unincorporated County of Los Angeles, State of California:

PARCEL NO. 1

Lot 103 of Tract 27140, as per map recorded in Book 796, Pages 10 to 19, inclusive, of Maps in the Office of the County Recorder of Los Angeles County, California.

RESERVING THEREFROM, all minerals, oil, gas, petroleum, other hydrocarbon substances (except underground water) in or under or which may be produced from said land which underlies a plane parallel to and 550 feet below the present surface of said land for the purpose of prospecting for, the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, and other hydrocarbon substances from said land by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above-described land, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances as set forth above, shall have no right to enter upon the surface of the above-described land nor to use any of the said land or any portion thereof above said plane parallel to and 550 feet below the present surface of the said land for any purpose whatsoever.

PARCEL NO. 2

Non-exclusive easements for access, ingress, egress, maintenance and repair of all private roadways within Tract 27072, as per map recorded in Book 763, page 17 to 22, inclusive, of Maps,

in the Office of the Recorder of Los Angeles County, within Tract 27140, as per map recorded in Book 796, pages 10 to 19, inclusive, of Maps in the Office of the Recorder of said County, within Tract 27456, as per map recorded in Book 763, pages 23 to 44, inclusive, of Maps in the Office of Recorder of said County, and within Tract 30281, as per map recorded in Book 756, pages 85 to 97, inclusive, of Maps in the Office of the Recorder of said County, and for the purpose of installation and maintenance of water lines within such roadway easements, said easements being understood to include the obligation on the part of Grantee to maintain and repair said roadways and water lines. To the extent that any of said roadways are maintained by the County of Los Angeles, then so long as the County continues to properly maintain said roadways the obligation of Grantee to maintain the same shall be satisfied.

SUBJECT TO:

1. General and Special Real Property Taxes for the current fiscal year;
2. Covenants, conditions, restrictions, easements, reservations, dedications, rights and rights-of-way of record;
3. The following covenants, conditions, rights and restrictions (collectively, the "Restrictions"), which shall remain in full force and effect for the period of time designated below from and after the date of recordation of this Deed in the Official Records of Los Angeles County, California, unless terminated or modified as hereinafter provided. The Property is conveyed, and this conveyance is accepted, subject to and upon the following expressed Restrictions. Grantor is the owner of certain real property ("Retained Property") located near the Property. The Retained Property is described in Exhibit "A", which is attached hereto and incorporated herein by this reference. The following covenants, conditions and restrictions are made for the benefit of the Retained Property as owned by Grantor, its successors and assigns, and impose a burden on the Property, and upon Grantee, its lessees, occupants, mortgagees, successors and assigns. It is the intention of Grantor and Grantee that all of Grantor's rights as provided herein shall benefit all of the Retained Property and the successor owners of the Retained Property. Either Grantor or the successor owners of the Retained Property shall be entitled to exercise such rights.

(a) Recreational Use of Property. Grantee agrees that the clubhouse and lake facilities located on Lot 103 of Tract 27140 (which facilities together with Lot 103 are referred to herein as the "Recreational Facilities") shall be maintained by Grantee and shall be available for recreational use on a continuing basis by all owners of property within Tracts 27072, 27140, 27456, and 30281 as such Tracts are described at Parcel 2 above, and by all owners of property within Tract 9545, as per map recorded in Book 136, pages 78 to 86, inclusive, of Maps in the Office of the Recorder of Los Angeles County, Tract 29476, as per map recorded in Book 793, pages 38 to 44, inclusive, of Maps in the Office of the Recorder of said County, and Tract 30493, as per map recorded in Book 797, pages 69 to 80, inclusive, of Maps in the Office of the Recorder of said County. Such use shall be subject to reasonable regulation by Grantee as to hours, fees, rules of conduct and other such matters.

(b) Sale of Property. If Grantee determines to dispose of the Recreational Facilities, Grantee agrees that any such conveyance shall be subject to these Restrictions, which will

run with the Property to insure the continued availability of the Recreational Facilities on the Property for use by the owners of lots within Tracts 27072, 27140, 27456, 30281, 9545, 29476 and 30493. The Grantee shall establish terms and conditions for disposing of the Recreational Facilities. Upon such terms and conditions, the Grantee shall offer the Recreational Facilities in accordance with the following priorities:

(i) The Grantee shall offer to sell the Recreational Facilities in the time, form and manner specified in Sections 54220 et seq. of the Government Code. If the Grantee does not receive an offer from a public agency to purchase the Recreational Facilities within sixty (60) days thereafter, the Grantee shall offer the Recreational Facilities to the owners of lots within Tracts 27072, 27140, 27456, 30281, 9545, 29476 and 30493, pursuant to Subparagraph (ii) hereof.

(ii) The Grantee shall offer to sell the Recreational Facilities to the owners of the lots within Tracts 27072, 27140, 27456, 30281, 9545, 29476 and 30493, provided that such owners are organized into an association or other legal entity capable of taking title to the Recreational Facilities on behalf of and for the benefit of such owners. The Grantee shall offer to sell by notice mailed to each owner of property within Tracts 27072, 27140, 27456, 30281, 9545, 29476 and 30493, as their names and addresses appear on the latest equalized county assessment roll. If the Grantee does not receive a written offer to purchase from said owners within one hundred and twenty (120) days, then the Grantee shall offer to sell the Recreational Facilities to Grantor or to any other interested person or entity.

(c) Use by Grantor. The Grantee agrees that Grantor shall have the right to the reasonable use of the existing clubhouse located on Lot 103 of Tract 27140 of the Property for sales and marketing purposes in connection with the sale of lots within Tracts 27072, 27140 and 27456, as well as the resale of any lots within such Tracts recovered as a result of abandonment, or by foreclosure or similar proceedings. Grantor shall also have the right to the reasonable use of the clubhouse facilities for purposes of maintenance of records and account payable operations. Grantor agrees to conduct such use in a manner that will not unreasonably interfere with the use of the Property by the Grantee or by members of the public. The right of Grantor to such use shall continue until such time as Grantor notifies Grantee in writing that it has no further need therefor. For the use specified Grantor shall pay to Grantee a rental equal to the actual cost of utilities and janitorial services incurred as a result of such use.

(d) Nonapplicability to Grantor. Notwithstanding anything herein contained to the contrary, if Grantor reacquires title to the Property or any portion thereof at any time after the date hereof, the Restrictions shall automatically cease and terminate and be of no further force or effect as to Grantor and such Property, effective as of the date of such reacquisition by Grantor.

(e) Termination of Covenants. The covenants, conditions and restrictions contained herein shall be effective until December 31, 2037, on which date they shall expire.

Grantee, by acceptance and recordation of this deed, expressly accepts, covenants and agrees to be bound by and assume performance of all of the provisions and requirements set forth herein.

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GRANTEE HEREBY ACCEPTS AND APPROVES THE FOREGOING, Granting unto Grantor such powers and rights which are set forth herein.

WEST VALLEY COUNTY WATER DISTRICT

By: _____
William R. Barnes, President
"Grantee"

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me to be the _____ President of WEST VALLEY COUNTY WATER DISTRICT, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

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EXHIBIT "A"

DESCRIPTION
OF RETAINED PROPERTY

All that certain real property located in the County of Los Angeles, State of California described as follows:

Lots 1 through 29, 31, and 33 through 55, inclusive, of Tract 27072 as per map recorded in Book 763, Pages 17 to 22, inclusive, of Maps in the Office of the Recorder of Los Angeles County.

Lots 1 through 7, 9 through 102 and 104, inclusive, of Tract 27140 as per map recorded in Book 796, Pages 10 to 19, inclusive, of Maps in the Office of the Recorder of Los Angeles County.

Lots 1 through 26, portions of 27 and 28, 29 through 35, 37 through 43, 45 through 61, 63 through 82, 85 through 87, 89 through 106, 109 through 140, 142 through 180, 182, 184 through 196, 198 through 201, 203 through 218, 220 through 227, and 229 through 258, inclusive, of Tract 27456 as per map recorded in Book 763, Pages 23 to 44, inclusive, of Maps in the Office of the Recorder of said County.