

CORONA LAND CO.

file

24 December 1969

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CHASE & TAYLOR
CORONA, CALIFORNIA 91720
PHONE (714) 735-7770

Mr. Bill Purdy
Temescal Water Co.
707 South Main Street
Corona, California

Re: Amendment to Railroad Canyon Reservoir Lease Agreement

Dear Mr. Purdy:

Attached hereto for your file is a copy of the executed subject document as it relates to the original Reservoir Lease.

Yours very truly,

CORONA LAND CO.



D. E. Serafini
Executive Vice President

DES:baw

Attachment

AMENDMENT TO
RAILROAD CANYON RESERVOIR
LEASE AGREEMENT

This AMENDMENT TO RAILROAD CANYON RESERVOIR LEASE AGREEMENT is entered into this 1st day of November, 1969, by TEMESCAL WATER COMPANY, a California corporation, herein called "Lessor", TEMESCAL PROPERTIES, INCORPORATED, a California corporation, herein called "Lessee", CORONA LAND CO., a California corporation, herein called "Assignee", and FIRST AMERICAN TRUST COMPANY (successor to First American Title Insurance and Trust Company), a California corporation, herein called "Trustee".

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Railroad Canyon Reservoir Lease Agreement, dated February 12, 1968, as lessor and lessee respectively; and

WHEREAS, Lessee's leasehold interest in and to said Lease Agreement was assigned on November 1, 1969 to Assignee; and

WHEREAS, Lessee's leasehold interest in and to said Lease Agreement was further assigned by Assignee to Trustee, in trust, on May 3, 1968, for the benefit of Canyon Lake Property Owners Association, a California corporation, herein called "Association"; and

WHEREAS, certain amendments to said Lease Agreement are necessary and will be beneficial to all parties hereto and to Association;

NOW, THEREFORE, IT IS AGREED as follows:

1. SKIPPER'S ISLAND.

The parties hereby agree that the real property known as "Skipper's Island" and described in Exhibit A, attached hereto and incorporated herein by reference, is hereby specifically

included in the leased premises.

Lessee shall not be required to make any additional rental payments because of its right to use Skipper's Island. Lessee's right to use said Skipper's Island shall be restricted to uses thereof in connection with its right to use the other portions of said leased premises.

2. LIGHTHOUSE ISLAND.

The parties hereby agree that the real property known as "Lighthouse Island" located just off-shore from the Canyon Lake Lodge is hereby specifically included in the leased premises.

Lessee shall not be required to make any additional rental payments because of its right to use Lighthouse Island. Lessee's right to use said Lighthouse Island shall be restricted to the maintenance and operation of the lighthouse structure thereon and the facilities necessary to such operation and maintenance.

3. LESSEE'S DUTIES.

In addition to the duties and obligations of Lessee set forth in said Lease Agreement, Lessee shall have additional duties and obligations in regard to Skipper's Island and Lighthouse Island as are set forth herein.

Lessee shall keep and maintain all improvements located thereon in a good and usable condition, including but not limited to, maintaining white sand beaches on Skipper's Island, repairing and painting permanently installed sunshades on Skipper's Island, repairing and painting of the lighthouse structure and facilities on Lighthouse Island, repair and maintenance of the seawall base of Lighthouse Island and the repair, maintenance and operation of the rotating beacon light in said lighthouse. Lessee shall also pay all taxes which are assessed on Skipper's and Lighthouse Island improvements.

4. MARINA USE.

Assignee shall be entitled to maintain and operate rental boats upon said reservoir surface during the term of said Lease Agreement. Said rights shall be separate from the Lessee's rights under said Lease Agreement and are not to be considered part of the rights presently held by Trustee or among those rights to be assigned to the Association by Trustee.

Assignee shall use its separate boating rights only in connection with its development and sales activities regarding Canyon Lake or for the service of and convenience to Canyon Lake property owners and guests.

5. PRO-RATION OF RENTAL.

The rental payment under said Lease Agreement for the calendar year of 1969, in the amount of \$47,000.00, has been paid by the Assignee in advance. Upon assignment of the Leasehold rights to Association, said rental amount shall be pro-rated between Assignee and Association as of said assignment date. Association shall pay said pro-rated amount of rental for the balance of calendar year 1969 to Assignee within fifteen (15) days following said assignment date.

6. TRUSTEE'S RIGHTS, DUTIES AND OBLIGATIONS.

It is understood and agreed that Trustee's rights, duties and obligations hereunder shall be the same as is set forth in said Trust Agreement, dated May 3, 1968.

7. MEMORANDUM OF AMENDMENT.

The parties shall, upon request of any party, execute, acknowledge and deliver to the Riverside County Recorder a memorandum of this Amendment To Railroad Canyon Reservoir Lease Agreement suitable for recordation.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

TEMESCAL WATER COMPANY

BY [Signature]
President

BY W. H. Priddy
Secretary

TEMESCAL PROPERTIES, INCORPORATED

By *T. I. Hanger*
President

By *W. H. Purdy*
Secretary

CORONA LAND CO.

By *Gordon Heath*
President

By *Robert W. Munnell*
Secretary

FIRST AMERICAN TRUST COMPANY

By *C. C. Post*

By *James C. Curry, Jr.*

BENEFICIARY'S CONSENT TO
AMENDMENTS

Canyon Lake Property Owners Association, as Beneficiary under said Trust Agreement, dated May 3, 1968, hereby consents to the foregoing amendments to said Lease Agreement, and agrees to perform such additional duties and obligations of Lessee to be performed, as is set forth in said amendment, immediately upon receiving assignment of such leasehold rights from said Trustee.

Dated: November 1, 1969

CANYON LAKE PROPERTY OWNERS ASSOCIATION

By *[Signature]*
President

By *[Signature]*
Secretary

EXHIBIT A

SKIPPER'S ISLAND

In the County of Riverside, State of California:

That portion of the NE 1/4 of the SE 1/4 of the NE 1/4 of Section 3, T6S, R4W, SBM as said section is shown of the Map of Tract No. 3868 in the County of Riverside, State of California, recorded in Book 62 pages 41-64 of Maps in the office of the Recorder of said County, described as follows:

BEGINNING at the most sly corner of lot 26 as per said tract thence S 72° 56' 11" E 344.88 Feet to the true point of beginning; thence S 57° 34' 21" E 100.70 feet fo the beginning of a tangent curve concave NWly having a radius of 38 feet; thence NEly along said curve through a delta of 180° an arc length of 119.38 feet; thence N 57° 34' 21" W 182.00 feet; thence S 14° 30' 04" E 111.29 to the true point of beginning and containing 0.299 AC.