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COMPARED

*J. E. Ruyor*  
*P.O. Box 152*  
*Midway City*

EASTSIDE WATER ASSOCIATION  
OF MIDWAY CITY, CALIFORNIA.

*J. E. Ruyor*

JUN 21 1933

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621 Pgs 112

George C. ...  
JURINE WHITING

*8/10*  
*33* *Ruby McFarland*

HEAD, WELLINGTON AND JACOBS  
10 BANK OF ITALY BLDG.  
SANTA ANA, CALIFORNIA

Original

EASTSIDE WATER ASSOCIATION  
OF MIDWAY CITY, CALIFORNIA

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THIS INDENTURE, made and entered into as of April 17th, 1933, by, between and among the persons whose names are subscribed hereto,

W i t n e s s e t h;

That a certain well and pumping plant are located on the parcel of land hereinafter described and hereinafter referred to as the "pumping plant site"; that said well and pumping plant are connected with a system of distributing pipe lines for supplying water to the lots comprising Tract No. 620, as shown on a map recorded in Book 25, at page 10 of Miscellaneous Maps, Records of Orange County, California, Tract No. 635, as shown on a Map recorded in Book 27, at page 15 of Miscellaneous Maps, Records of Orange County, California, and Tract No. 655, as shown on a map recorded in Book 27, at page 49 of Miscellaneous Maps, Records of said Orange County, California, and all located in Orange County, California, in the unincorporated Town of Midway City, in said County;

That said well, pumping plant and pumping plant site are owned by Hill Cattle Corporation, a Montana corporation with its principal place of business in Livingston, Montana, which corporation is qualified to do business in the State of California, and that said corporation desires to convey said well, distributing system, pumping plant, and pumping plant site as hereinafter provided, for the purpose of and in consideration of the same being maintained, operated and used for supplying water at cost to the owners of the lots comprising the above described tracts;

That the undersigned are the owners of the lots in said tracts described immediately preceeding the respective signatures of the undersigned hereto attached, and that in consideration of the premises and of the conveyance of said well, pumping distributing system, plant, and pumping plant site as hereinafter provided, it is mutually agreed and covenanted by each and all of the undersigned as follows:

HEAD, WELLINGTON AND JACOBS  
SANTA ANA, CALIFORNIA

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1. That the owners of the lots in the above described tracts who subscribe their names hereto, shall comprise, and by signing their names hereto, do become, members of, an unincorporated mutual association to be known as "Eastside Water Association of Midway City, California", hereinafter referred to as the "association"; that said association is formed for the purpose of owning and operating the well, pumping plant, pumping plant site and water distributing system herein referred to and hereinafter described, for the purpose of furnishing water at cost to the owners of lots in the above described tracts numbered 620, 635 and 655; that this association is the organization referred to as Midway City Mutual ~~Water~~ Water Company in a certain deed dated February 4th, 1932, and recorded February 16th, 1932, in Book 533, at page 412 of Official Records of Orange County, California, and that the name of Midway City Mutual Water Company cannot be adopted or used by this association for the reason that there is a corporation called the Midway City Mutual Water Company, organized for purposes other than those herein contemplated and provided for, and that the grant and conveyance of said well, pumping plant, pumping plant site and water system to this association by Hill Cattle Corporation is in compliance with and carrying out the provision of said deed to the effect that said corporation in accepting said deed agreed to convey to the Midway City Mutual Water Company two parcels of land and the pumping plant located thereon.

2. That each owner of real property located in said Tracts numbered 620, 635 and 655, who has signed this Indenture and who has complied with the requirements hereof and is in good standing as herein provided, shall be a member of this association; the management of the association and of its business shall be by a Board of Trustees composed of five (5) members, and the members of the said Board of Trustees to act as such until the election

1 of their successors as herein provided, shall be Thomas E. Pryor,  
2 Elonzo N. McAlister, Gale J. Dunston, Justus P. Ward and Elizabeth  
3 C. Young. The said Trustees and their successors shall constitute  
4 and are hereby appointed the Trustees of the members of this  
5 association for the purpose of holding title to the property of  
6 said association.

7 3. On the first Tuesday in May, 1934, and on the first  
8 Tuesday in May of each year thereafter, at the hour of 7:30 o'clock  
9 P. M. there shall be held a meeting of the members of this  
10 association at the Community Club House in Midway City, or at such  
11 other place in Midway City as shall be selected and designated by  
12 the Trustees. At least five days before the date of said meeting,  
13 the Secretary of the association shall mail written notice of the  
14 time and place of said meeting addressed to each of the members  
15 of this association at the last known post office address of the  
16 respective members. At the annual meeting, the members shall  
17 elect a Board of Trustees to hold office during the ensuing year  
18 and until their successors are elected, and shall transact  
19 such other business as may properly come before the meeting. At  
20 the annual meeting, the manager shall present an annual report  
21 and statement showing in detail the receipts and disbursements  
22 during the preceeding year, the general condition of the water system  
23 and the business of the system and any repairs or improvements  
24 made during the preceeding year. At all elections, the members  
25 shall be entitled to one vote for each lot owned by the members.  
26 That is, where more than one person owns one lot, each shall be  
27 entitled to a fractional vote equal to the fractional interest in  
28 the lot owned by the voter. The members may vote in person at the  
29 meeting or by proxy, but in the latter case, a written proxy signed  
30 by the member, must be filed with the Trustees before the vote is  
31 taken. All elections and other matters shall be decided by the  
32

HEAD, WELLINGTON AND JACOBS  
SANTA ANA, CALIFORNIA

1 majority vote of those present or represented by proxy, and a  
2 majority of the members <sup>in person and by proxy</sup> shall be necessary to constitute a quorum.

3 Special meetings of the members may be called at any time by the  
4 President or by three Trustees, or by not less than one-third of  
5 the members, and notice thereof shall be given by the Secretary  
6 by mailing notices of the time and place and purpose of the  
7 special meeting to each member at least five days before the meeting.  
8 Should any vacancy on the Board of Trustees occur by death,  
9 resignation, removal or otherwise, the vacancy shall be filled  
10 by appointment by the remaining Trustees and the appointee shall  
11 hold office until the next annual meeting of the members thereafter  
12 or until a meeting of the members specially called for the filling  
13 of said vacancy. Each of the Trustees must be an owner of real  
14 property located in one of the aforesaid tracts.

15 4. As soon as practicable after the annual meeting  
16 of the members, the Trustees shall meet and organize by electing  
17 one of their number as President, one as Vice-President, and one  
18 as Secretary, and they may appoint an Assistant Secretary, who need  
19 not be a member of the Board. The Trustees shall also appoint  
20 some one to act as Manager and Treasurer, whose duties shall be  
21 as hereinafter provided, and who shall hold office at the pleasure  
22 of the Trustees. The Trustees shall receive no compensation for  
23 their services as Trustees. The Secretary, Assistant Secretary,  
24 Manager and any other employees may be paid such compensation as  
25 shall be fixed and allowed from time to time by the Board of Trustees.

26 5. The Trustees shall hold regular meetings once each  
27 month at a time to be fixed by resolution adopted by the Board.  
28 Special meetings of the Trustees may be held at any time upon call  
29 by the President or any three members of the Board and upon twenty-  
30 four hours notice of the time and place of meeting given personally  
31 or by mail to each member of the Board. The Board may hold a meeting  
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HEAD, WELLINGTON AND JACOBS  
SANTA ANA, CALIFORNIA

1 at any time however, without notice if all of the members sign  
2 a written consent to the holding of the meeting before it is  
3 held. A majority of the members of the Board shall constitute  
4 a quorum for the transaction of business and all questions shall be  
5 determined by the majority vote of the members present.

6 6. In order to provide for the operation and maintenance  
7 of said water system at the cost of furnishing water therefrom to  
8 the members of the association, the owner or owners of each lot to  
9 which water is supplied, shall pay to the Manager a monthly water  
10 rate or charge in amount as fixed from time to time by a resolution  
11 adopted by the Board of Trustees. The water rate shall be paid  
12 monthly in advance. The water rate may be fixed at such an amount  
13 as will pay the cost of the maintenance and operation of the water  
14 system and in addition, provide for a reserve fund of a reasonable  
15 amount to meet repairs and emergency expenses, but the system  
16 shall be operated as economically as possible and the water rate  
17 or charge shall not be any larger than is necessary.

18 If there shall accumulate in the hands of the Treasurer  
19 a fund, which in the judgment of the Trustees is more than is  
20 needed for a reserve or emergency fund, then the excess shall be  
21 reapportioned pro rata to the members. If the aforesaid system  
22 of payments shall prove to be inequitable or unsatisfactory, the  
23 Board of Trustees with the written consent of the majority of the  
24 members, may install a system of meters and fix a rate or charge for  
25 water service in accordance with the quantity of water used.

26 7. The Manager and Treasurer shall have charge of  
27 the operation of the pumping plant and water system. He shall keep  
28 complete and accurate books of account showing all receipts and  
29 disbursements in connection with the water system. He shall  
30 deposit all moneys received by him in a Bank in the name of Eastside  
31 Water Association and shall make all payments by checks against  
32 the said account signed by himself as Manager, and by the President

1 or Vice-President of the Association. The Trustees shall have  
2 access to all books, records and accounts kept by the Manager at  
3 all times during business hours. In addition to the annual report  
4 and account made to the members by the Manager and Treasurer, he  
5 shall make reports at the regular meetings of the Trustees and  
6 oftener if required by them.

7 8. The owner or owners of each lot in the above  
8 described Tracts shall have the right and privilege of becoming  
9 members of this association and of having water delivered from said  
10 well and pumping plant through said water system to the lot owned  
11 upon signing and acknowledging this Indenture and upon  
12 payment to the Manager of a service charge of \$3.00, which shall  
13 cover the cost of installing a cutoff and turning the water into  
14 the service line of the member. Each member shall install all  
15 necessary pipe lines for conducting the water from the pipe lines  
16 of said water system to and upon the lot of the member. If any  
17 member shall rent his property, the tenant may pay the water rate  
18 or charge, but the member shall be responsible therefor and if the  
19 water rate is not paid within the time hereinafter provided for,  
20 the owner or owners of the lot shall cease to be members of this  
21 association until reinstated as hereinafter provided.

22 9. If any member shall fail, neglect or refuse to pay  
23 any sum or sums due from the member under the terms and provisions  
24 hereof within fifteen days after a notice and demand for payment  
25 shall have been delivered or mailed to the member, then and thereupon,  
26 the membership of such persons shall be suspended and the Manager  
27 may disconnect the premises of said member from said water system  
28 and shall not permit water to be delivered thereto from the water  
29 system until all sums due from said member shall have been paid  
30 and in addition thereto, \$2.00 as service charge for shutting off  
31 and turning on the water. The Trustees, or at their discretion,  
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1 the Manager may maintain suit against any member for any sum or  
2 sums due from the member under the terms hereof, and in any such  
3 suit, may recover in addition to the sum found due, and costs of  
4 suit, a reasonable sum to be fixed by the Court as attorneys' fees  
5 for the plaintiff in said suit.

6 10. This Indenture shall not be construed to constitute  
7 this association a partnership and the members of the association  
8 are declared not to be partners and the liability of each member  
9 shall be strictly limited to the obligations of each member  
10 herein provided.

11 11. In order to carry out the terms and provisions  
12 of this Indenture and for the consideration hereinbefore stated,  
13 Hill Cattle Corporation, a Montana corporation with its principal  
14 place of business in Livingston, Montana, which corporation is  
15 qualified to do business in the State of California, does hereby  
16 grant to Thomas E. Pryor, Elonzo N. McAlister, Gale J. Dunston,  
17 Justus P. Ward and Elizabeth C. Young, and their successors as  
18 Trustees of said association, those certain parcels of land upon  
19 which are located the well and pumping plant hereinbefore referred  
20 to, situated in Orange County, California, and described as follows,  
21 to-wit:

22 The East twenty-five (25) feet of Lot Ten (10),  
23 and the West twenty-five (25) feet of Lot Twenty (20),  
24 in Block Four (4) of Tract No. 635, as shown on a map  
25 recorded in Book 27, at page 15 of Miscellaneous Maps,  
26 Records of said Orange County; also all water in and  
27 under the said land and the well and pumping plant thereon  
28 and the system of distributing water pipe lines connected  
29 therewith as now constructed for the distribution and  
30 delivery of water from said well and pumping plant to the  
31 several lots contained in the aforesaid Tracts numbered  
32 620, 635, and 655, and all of said property so granted  
comprises the water system herein referred to and is  
granted to said Trustees and their successors in trust  
for the purposes in this Indenture stated and set forth.

30 IN WITNESS WHEREOF, the said Hill Cattle Corporation  
31 has caused its corporate name to be hereto subscribed by its  
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HEAD, WELLINGTON AND JACOBS  
SANTA ANA, CALIFORNIA

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1 President and Secretary thereunto duly authorized, and the other  
2 signers hereof have subscribed their names hereto as of the day and  
3 year first herein written.

4 HILL CATTLE CORPORATION, a corporation,

6 (Corporate Seal)

5 By Alban Bodine President

7 and Florence J. McNiven Secretary

10 Description of Property

Signature of Owner

11 Lot 7 Block 6 Tract 635  
12 Lot 10 Block 2 Tract 635  
13 Lot 18 Block 10 Tract 635  
14 Lot 7 Block 8B Tract 635  
15 ~~Lot 10 Block 2 Tract 635~~  
~~Lot 18 Block 10 Tract 635~~

Walter J. Hill  
Alban Bodine

TON AND JACOBS  
CALIFORNIA

STATE OF MONTANA )  
COUNTY OF PARK ) ss.

On this 25th day of May in the Year of Our Lord, Nineteen Hundred Thirty-three, before me, W. J. Peterson, a Notary Public in and for said county of Park, residing therein, duly commissioned and sworn, personally appeared Alban Bodine, known to me to be the President, and Florence J. McNiven, known to me to be the secretary of Hill Cattle Corporation, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

W. J. Peterson  
Notary Public in and for the County of Park, State of Montana. Residing at Livingston, Montana. My commission expires Sept 16 - 1933.

STATE OF MONTANA )  
COUNTY OF PARK ) ss.

On this 25th day of May in the Year of Our Lord, Nineteen Hundred Thirty-Three, before me W. J. Peterson, a Notary Public in and for the said County of Park, residing therein, duly commissioned and sworn, personally appeared Walter J. Hill and Alban Bodine, both of Livingston, Montana, known to me to be the persons who executed the within instrument, and acknowledged to me that they executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

W. J. Peterson  
Notary Public in and for the County of Park, State Of Montana. Residing at Livingston, Montana. My commission expires Sept 16 - 1933.

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	<u>Description of Property</u>	<u>Signature of Owner</u>
1		Armand L. Heil
2	Lots 9+10 Block 1 Tract 620	Pearl Phyllis Heil
3		Charlie J. Bestel
4	Lot 1 Block 9 Tract 635	Mrs Lorna May Bestel
5		H. C. Grovjohn
6	Lot 4 Block 4 Tract 635	Ella Grovjohn
7	Lots 3-4-5 } Block 6 Tract 635	
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10	Lot 2 Block 3 Tract 635	A. C. Murdy
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12	Lot 13 Block 9 Tract 635	Elizabeth C. Young
13		Gale J. Dunston
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N AND JACOBS  
LIFORNIA

STATE OF CALIFORNIA )  
 COUNTY OF ORANGE ) SS.

On this 6th day of June in the Year of our Lord, Nineteen Hundred Thirty-three, before me, Ed. L. Hensley, a Notary Public in and for said county of Orange, residing therein, duly commissioned and sworn, personally appeared Armand L. Heil and Pearl Rhyllis Heil, his wife; Charlie J. Bestel and Lorna May Bestel, his wife; H. C. Grovjohn and Ella Grovjohn, his wife; A. C. Murdy; Elizabeth C. Young; Gale J. Dunston and Cathleen Dunston, his wife; Alonzo J. Snow; Justus P. Ward; Elmore Jones and Amy Jones, his wife; Thomas E. Pryor and Margaret F. Pryor, his wife; Claudius R. Hart and Maude M. Hart, his wife; Elonzo N. Mc Alister and Delia C. Mc Alister, his wife, known to me to be the persons who executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Ed. L. Hensley*  
 Notary Public in and for the County of Orange, State of California, Residing at Midway City, California.

My Commission Expires January 30, 1936

THE LAND OFFICE HAS RECORDED THIS INSTRUMENT AS OF THE DATE AND TIME SHOWN HEREON AND THE SIGNATURES OF THE PARTIES TO THE SAME ARE ON FILE IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF LOS ANGELES, CALIFORNIA.

Description of Property

Signature of Owner

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<p>Lot 9+10 Block 1 Tract 620</p>	<p>Armand S. Heil</p>
<p>Lot 1 Block 9 Tract 635</p>	<p>Pearl Phyllis Heil</p>
<p>Lot 4 Block 4 Tract 635</p>	<p>Charlie J. Bestel</p>
<p>Lot 3-4-5 } 13-14-15 } Block 6 Tract 635</p>	<p>Mrs. Lorna May Bestel</p>
<p>Lot 2 Block 3 Tract 635</p>	<p>H. C. Grovjohn</p>
<p>Lot 13 Block 9 Tract 635</p>	<p>Ella Grovjohn</p>
<p>Lot 5 <del>Block 1</del> Tract 620</p>	<p>A. C. Murdy</p>
<p>Lot 14 Block 11A Tract 635</p>	<p>Elizabeth Young</p>
<p>Lot 15+16 Block 10 Tract 635</p>	<p>Gale J. Duxton</p>
<p>Lot 9+10 Block 3 Tract 635</p>	<p>Phyllis Kingston</p>
<p>Lot 18 Block 3 Tract 635</p>	<p>Alroy J. Snow</p>
<p>Lot 10+11 Tract 620</p>	<p>Justus P. Ward</p>
<p>Lot 13+14 Tract 620</p>	<p>Edmore Jones</p>
<p></p>	<p>Amy Jones</p>
<p></p>	<p>Thomas E. Pryor</p>
<p></p>	<p>Margaret L. Pryor</p>
<p></p>	<p>Claudius R. Hart</p>
<p></p>	<p>Maudie M. Hart</p>
<p></p>	<p>Clayton N. McAlister</p>
<p></p>	<p>Felicia S. McAlister</p>

N AND JACOBS  
CALIFORNIA

HEAD, WELLINGTON AND JACOBS  
SANTA ANA, CALIFORNIA

Description of Property

Signature of Owner.

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Lot 15, Blk. 9, Tract 635

W. D. Voorhees

Lot 3, Blk. 3 Tract 635

P. F. Hanover

Lot 10 Blk 2 Tract 635

Everett Jones

Lot 17 Blk 8 Tract 635

Edwin Parker

Lot 9 1 Tract 620

C. C. Sherman

Lot 12 Tract 620

R. P. [unclear]

Lot 11 Blk 4 Tract 635

J. C. [unclear]

125 9th Ave

635

B. W. Kirkham

Lot #1-Block #6-Tract #635

W. R. [unclear]

Lots 5+6 Block 8-B-635

Carl [unclear]

Lots 15-16-17 - 635

J. C. [unclear]

Lot 15 Tract 620

K. F. [unclear]

Note: Public in an...  
of Park, State Of Montana. Residing  
at Livingston, Montana. My commission  
expires next 16-1933

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Description of Property

Signature of Owner.

South 1/2, Lot 8,  
Tract 620

Alfred L. Rice  
Myra B Rice

~~John M. Baker~~

Lot #1 Block (2) Tract 635

Margaret S. Bliss  
Herbert E. Trichler  
Marian Trichler

Lot 12 Block 8A Tract 635

John H. Holly  
Gretchen Holly

Lot 16-17 Block 15  
7-8

Jim M. Praser

Lot 15 Block 10 - Tract 635

W. J. Walker  
Del Rayburn  
Marie Braybrooks

Lot #2 Block 19 " 635

W. E. James

Lot 4 Block " 635

Tracy L. Dragg

Lot 18 Blk 2 Tr. 635

J. E. Mike

Lot 18 Blk, 8a. Tract 635

H. E. Von Rohr  
R. K. Johnson

H. E. Von Rohr

Lots 11 & 12

W. E. Medearis  
-11-  
Thos Albert