

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

COACHELLA VALLEY WATER DISTRICT  
Post Office Box 1058  
Coachella, California 92236

(Space above this line is for Recorder's use)

WELL METERING AGREEMENT

THIS WELL METERING AGREEMENT is made this 25th day of November, 1990,  
by and between COACHELLA VALLEY WATER DISTRICT, a public agency ("District") and  
Indian Ridge Country Club, Sunrise Company ("Producer").

RECITALS:

A. District is a California public agency, organized and existing under  
Section 33118 of the California Water Code.

B. District has the power pursuant to California Water Code,  
Section 31630 - 31636.5 to levy and collect water replenishment assessments from  
certain persons and entities extracting groundwater within its boundaries and  
jurisdiction.

C. Producer is the owner of, or has an interest in, certain real property  
located in the County of Riverside, State of California, more particularly  
described on Exhibit "A" attached hereto and by this reference incorporated  
herein. The aforementioned property shall be referred to as the "Real  
Property".

D. Producer is extracting groundwater from certain well or wells  
("Well(s)") located within the District's boundaries and jurisdiction. The  
Well(s) are more particularly described on Exhibit "B" attached hereto and by  
this reference incorporated herein.

E. The parties desire to provide for the measurement of extraction of  
groundwater, the attachment of a water metering device ("Meter") to the Well(s)  
and the ownership and maintenance of the Meter or Meters after installation.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. (a) Producer hereby agrees that District may install a Meter or  
Meters to the Well(s) more particularly described in Exhibit "B". In the event  
District elects to install a Meter or Meters pursuant to this Paragraph 1,  
Producer shall pay the District for the Meter(s) and cost of installation within  
thirty (30) days of receipt of an invoice from District. In the event that  
Producer fails to pay the aforementioned amount within the thirty (30)-day  
period, Producer agrees to pay said sum, plus interest at the rate of twelve  
percent (12%) per annum from the last day of the thirty (30)-day period to the  
date of payment (provided, however, in no event shall interest charged exceed  
the maximum rate allowed by California law).

(b) As security for the performance of Producer's obligations under  
Paragraph 1(a), Producer hereby irrevocably assigns a security interest in the  
Meter(s) to District until paid.

(c) Upon payment in full for the Meter or Meters, Producer shall,  
upon receipt of written notice from District, execute a Bill of Sale and any  
further instruments that may be reasonably required by District. In the event  
that Producer fails to so execute the Bill of Sale, together with such other  
instruments as may be necessary to effectuate the intent of this Agreement  
within thirty (30) days after written request, Producer hereby authorizes and

*State Well No. 05506E110025*

18. All notices, requests and demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within three (3) days after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to the party at his home address, or any other address that any party may designate by written notice to the other.

Date 11/3/90

PRODUCER:

By Syn Bio Desert Partners

By Larry L. Reiger V.P.

42-600 Cook St., Suite 200  
(Street Address)

Palm Desert CA 92260  
(City and Zip Code)

619/568-2828  
(Telephone Number)

(AFFIX APPROPRIATE  
NOTARIAL ACKNOWLEDGEMENTS)

Date 11/28/90

COACHELLA VALLEY WATER DISTRICT

By Owen McCook  
Owen McCook  
Assistant General Manager

