

Recording Requested By and
When Recorded, Return To:

Joseph Y. Gali
Janice A. Fritzke-Gali
50 Alpine Road
Los Gatos, CA 95030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION OF EASEMENT AND SHARED WELL AGREEMENT

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THIS DECLARATION OF EASEMENT AND SHARED WELL AGREEMENT
is made as of the 7th day of August, 2013, by Joseph Y. Gali and Janice A.
Fritzke-Gali, husband and wife as community property; ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in the County of
Santa Cruz, State of California, described as Assessor Parcel Numbers 109-112-53 (Parcel
A), and 109-112-54 (Parcel B).

A. Declarant has received approval from the County of Santa Cruz Planning
Department for Lot Line Adjustment 111377, which adjusts the common boundary line
between Parcel A and B, resulting in the existing well to be located on Parcel B.

B. Declarant desires to grant a water well easement for the mutual benefit of
Declarant and the future owners of each of the Parcels A and B (collectively, the
"Owners") and to provide for certain mutual obligations of the Owners concerning the
upkeep, maintenance and repair of the Easement and common facilities within the
Easement Area.

C. A well easement is described and shown on Exhibit A attached hereto (referred
to herein as the "Easement Area").

E. Declarant desires to create a Shared Well Agreement to share expenses relating
to the water well, pump and related facilities in accordance with the terms of this
Declaration of Easement and Shared Well Agreement.

NOW, THEREFORE, Declarant hereby declares as follows:

1. A twenty-five percent (25%) interest in the well and pump is hereby reserved for and granted to the Owners of Parcel A.
2. A seventy-five percent (75%) interest in the well and pump is hereby reserved for and granted to the Owners of Parcel B.
3. A nonexclusive well easement at the location identified as shown on Exhibit A attached hereto is hereby reserved for and granted to the Owners of Parcel A and B, to install, repair, remove, replace, inspect and maintain the water well and related pump, electrical and individual water service line facilities in, under, across, along and upon the surface of said water well easement, including without limitation all necessary facilities appurtenant thereto, wherever located, together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes. No permanent buildings or structures (excluding mutually agreed upon fences) shall be constructed or maintained on, across, over or through said well easement. Maintenance and/or replacement expenses for said well, pump and related common facilities serving both above described parcels, shall be shared on a mutually agreeable basis between Owners. Expenses for the individual water service line serving either Parcel A or Parcel B shall be borne solely by the respective Owners.
4. Owners of Parcel A shall be responsible for one hundred percent (100%) of well expenses until such time that Parcel B has an operable well water system and well water is initially distributed to Parcel B. Once Parcel B has an operable well water system and well water is distributed to Parcel B, all future expenses shall be shared as previously described herein.
5. If any Owner fails to maintain and repair common facilities as required in this Declaration, any other Owner shall have the right, but not the obligation, to perform the maintenance as required upon ten (10) days prior written notice to the other Owners. The Owner performing the maintenance or repairs shall be reimbursed by the other Owners within thirty (30) days after receipt of an invoice, in reasonable detail, of the costs associated with the maintenance or repairs.
6. Insurance. Each Owner shall at all times maintain property and general liability insurance in such amounts as are reasonable and customary for its respective Parcel, and no Owner will be responsible for the liability insurance of the other Owners.

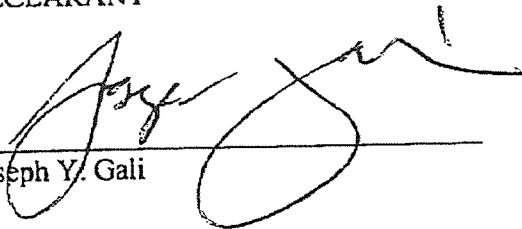
7. Indemnification. Each Owner shall indemnify, hold harmless and defend the other Owners, and their successors and assigns from and against any claim, liability, loss, damage or expense, including reasonable attorneys' fees, arising from or related to any injury to person or property of any third party and occurring as a result of the exercise of the easement rights granted herein to such Owner, except if caused by the gross negligence or willful misconduct of any other Owner or its tenants, licensees, employees or contractors.
8. Notices. Any notice to any Owner by another Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or on the third business day after deposit in the mail for registered or certified mail, postage prepaid, return receipt requested, at the address of record for real property tax assessment notice with respect to the Owner's Parcel.
9. Amendment, Termination, Merger. This Declaration may be amended or terminated only by a writing executed by the Owner of each of the Parcels and each mortgagee of record of such Parcels. The ownership of one or more of the Parcels by one person or entity shall not result in a merger of the easements and rights granted herein.
10. Binding Effect. The covenants and agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the Owners of the Parcels and their successors and assigns until such time as a well is drilled, which meets County of Santa Cruz yield requirements and becomes operational for domestic water service for Parcel A, Assessor Parcel Number 109-112-52, et seq. as approved by the County of Santa Cruz Environmental Health Services.
11. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.
12. No Rights in Public Generally. The easements and the rights created, reserved, granted and established in this Declaration do not, are not intended to and shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.
13. No Fee Dedication. Nothing herein shall be deemed to be a grant or dedication of fee title to the Easement Areas, this instrument being intended to create easements only.
14. Mediation and Arbitration of Disputes. The Owners agree to mediate any dispute or claim arising from or relating to this Declaration before resorting to arbitration. The mediation fees shall be divided equally between the parties.

Any dispute or claim in law or equity arising out of this Declaration shall be decided by neutral binding arbitration in accordance with Part 3, title 9, of the California Code of Civil Procedure, and not by court action except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. Whenever possible, the arbitrator shall be a retired Superior Court Judge or someone of equivalent knowledge and experience. The filing of a judicial order of attachment, receivership, injunction or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision.

15. Governing Law. The terms and conditions of this Declaration shall be governed and construed under the laws of the State of California.

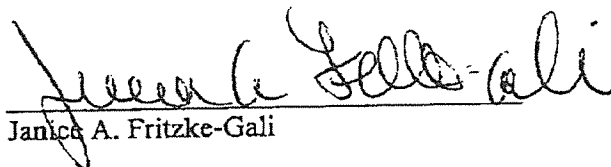
IN WITNESS WHEREOF, Declarant has executed this Declaration of Easement and Shared Well Agreement as of the day and year first above written.

DECLARANT



Joseph Y. Gali

DECLARANT



Janice A. Fritzke-Gali

STATE OF CALIFORNIA

COUNTY OF SANTA CRUZ

On this 7th day of August, 2013, before me, Marsha A.

Marsano, a Notary Public for the State of California,

personally appeared Joseph Y. Gali and Janice A. Fritzke-Gali
name(s) name(s)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

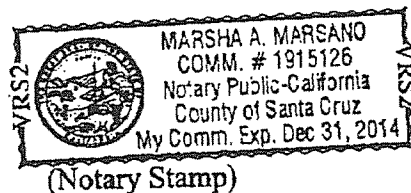
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marsha Marsano

Signature

Notary Public



(Notary Stamp)

Exhibit A

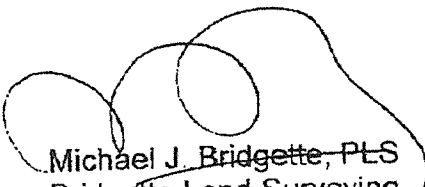
Legal Description for a Water Well Easement

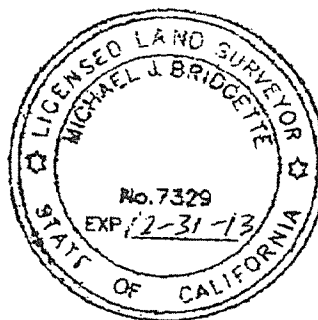
SITUATE in the Rancho Salsipuedes, County of Santa Cruz, State of California.

BEING an easement for a water well and all the appurtenances thereto over a portion of the lands of Janice Fritzke-Gali and Joseph Y. Gali as described in that deed recorded in Document Number 2012-0015251, Santa Cruz County Records, of which said easement is more particularly described as follows:

BEGINNING at an angle point in the eastern boundary of the lands of Janice Fritzke-Gali and Joseph Y. Gali as described in that deed recorded in Document Number 2012-0015251, Santa Cruz County Records, said angle point being between the two courses that read "S 40°15'16" E 32.02 feet" and "S 21°57'46" E 228.58 feet", thence from said Point of Beginning along the said eastern boundary of the lands of Gali N 40°15'16" W 24.17 feet to the True Point of Beginning, thence from said True Point of Beginning leave said eastern boundary S 30°45'35" W 29.80 feet; thence N 59°42'34" W 26.73 feet; thence N 1°53'25" W 34.591 feet; thence N 36°40'42" E 7.345 feet to the aforesaid eastern boundary of the lands of Gali; thence along said eastern boundary S 53°19'18" E 37.41 feet to an angle point; thence continuing along said eastern boundary S 40°15'16" E 7.85 feet to the True Point of Beginning.

Prepared by:


Michael J. Bridgette, PLS
Bridgette Land Surveying
8 February 2013 Job: 13-08



February 8, 2013

(Approximate location of
existing roadway, 20' R/W
per 59 M 6 & 256 O.R. 15)

R=56.91
L=30.67

S 84°44'32" W
1.29

S 53°19'18" E 62.76 total

Gate

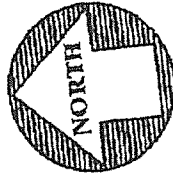
N 36°40'42" E 7.345
S 53°19'18" E 37.41
S 40°15'16" E 7.85

N 1°53'25" W 34.591
True Point of Beginning
N 40°15'16" W 32.02 total
Point of Beginning

S 30°45'35" W 29.80

N 59°42'34" W
26.73

WATER WELL EASEMENT



Scale: 1" = 50'

APN 109-112-53

APN 109-151-17

APN 109-112-54

Doc. No. 2012-0015251
Santa Cruz County Records

Attachment to EXHIBIT A

Water Well Easement

prepared by:

BRIDGETTE LAND SURVEYING
80 Aspen Wy, Ste. A Watsonville, CA 95076
831.722.5800 bridgettelandsurveying.com
Ease. APN 109-112-54, Santa Cruz County

