

LAW OFFICES OF
FERRIS & SELBY

2607 FOREST AVENUE, SUITE 130
CHICO, CALIFORNIA 95928

TIMOTHY D. FERRIS
JOSEPH L. SELBY

TELEPHONE (530) 343-0100
FACSIMILE (530) 343-0122

September 23, 2021

James D. Smith, Jr.
3710 Cosby Avenue
Chico, CA 95928

RE: Grant of Easement & Well Sharing Agreement
Our File No. 3608

Dear Mr. Smith:

Pursuant to your request, enclosed please find Amendment to Grant of Easement and Well Sharing Agreement. All parties will need to sign in the Amendment in the presence of a Notary Public. If you would like my office to notarize signatures, please contact me to schedule an appointment.

Upon execution by all parties, please return the original to my office for recordation

Very truly yours,



TIMOTHY D. FERRIS
TDF:tlc

Enclosure

LAW OFFICES OF
FERRIS & SELBY

2607 FOREST AVENUE, SUITE 130
CHICO, CALIFORNIA 95928

TIMOTHY D. FERRIS
JOSEPH L. SELBY

TELEPHONE (530) 343-0100
FACSIMILE (530) 343-0122

October 12, 2021

Sent Via First-Class Mail USPS with Certificate of Mailing

Moises Aguilera
Carly Allison Summerville
3706 Cosby Avenue
Chico, CA 95928

RE: Grant of Easement & Well Sharing Agreement
Our File No. 3608

Dear Mr. Aguilera & Ms. Summerville:

This office has assisted your neighbor James Doug Smith at 3710 Cosby Avenue, Chico, California in drafting and recording a Well Share Agreement for the benefit of Mr. Smith's property as well as your property at 3706 Cosby Avenue.

The original agreement, as recorded prior to you taking title to your property, referred to the existing well as being upon the wrong parcel. The effect of which is that no written agreement is in effect that would allow you to continue to utilize water from the well on Mr. Smith's property. To properly remedy the issue, an amendment to the agreement has been drafted for both parties signatures. I am informed that Mr. Smith has given you a copy of the amended agreement and let you know that you could come to this office for signature and notary acknowledgment.

Please contact this office this week to make arrangements to do so. If no amendment is signed by you and subsequently recorded, your access rights to water from the well on Mr. Smith's property are in jeopardy as well as the rights of any future owners of your property. As there are currently outstanding amounts due to Mr. Smith for electrical costs for supplying water to your parcel and no current and effective well share agreement, Mr. Smith is prepared to shut off access to the water if no effective amendment is signed. As this is of serious consequence to you, your immediate attention to this matter is appreciated.

Very truly yours,



TIMOTHY D. FERRIS
TDF:tlc

cc: client

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

James D. Smith, Jr.
c/o Law Offices of Ferris & Selby
2607 Forest Avenue, Suite 130
Chico, CA 95928

AP No: 039-470-042;
AP No. 039-470-041

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDMENT TO
GRANT OF EASEMENT AND WELL SHARING AGREEMENT**

RECITALS

This Amendment to Grant of Easement and Well Sharing Agreement is made and entered into as of October____, 2021, by and between JAMES D. SMITH, JR., Trustee of the James D. Smith, Jr., Separate Property Trust, dated August 5, 2010, ("SMITH"), and MOISES AGUILERA and CARLY ALLISON SUMMERVILLE ("AGUILERA/SMITH"), hereinafter referred to as "Declarant" or "Declarants" and amends in full that certain "Grant of Easement and Well Sharing Agreement" as recorded on January 28, 2021 in the Official Records of the County of Butte at Recorder's Serial No. 2021-0003722.

A. Declarant SMITH is the owner of that certain parcel of real property situated in an unincorporated area of Butte County, California, as more particularly described in that certain grant deed recorded on August 10, 2010 in the Official Records of the County of Butte at Recorder's Serial No. 2010-0026485 on the Exhibit A-2, attached thereto, 3710 Cosby Avenue, Chico, CA (A.P. No. 039-470-042, erroneously labeled as A.P. No. 039-470-041) ("PARCEL ONE") which is hereby incorporated by reference; and

B. Declarants AGUILERA/SMITH are the owners of that certain parcel of real property situated in an unincorporated area of Butte County, California, as more particularly described in that certain grant deed recorded on June 25, 2021 in the Official Records of the County of Butte at Recorder's Serial No. 2021-0028988, 3706 Cosby Avenue, Chico, CA (A.P. No. 039-470-041) ("PARCEL TWO") which is hereby incorporated by reference; and

C. The parcel of real property described above as PARCEL ONE contains an existing well, pump and waterline system which benefits both that parcel and the parcel of real property described above as PARCEL TWO with the location of the existing well on PARCEL ONE shown on the attached Exhibit One, hereby incorporated by reference; and

D. The Declarants desires to formalize an Easement and Well Sharing Agreement in the form of a grant for the benefit of the above described two (2) parcels to be binding upon their successors and assigns.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Declarants grant, reserve, declare, and agrees, as follows:

TERMS

1. **Grant and Reservation of Easement.** Declarant SMITH, owner of the real property described above as PARCEL ONE (A.P. No. 039-470-042), hereby grants and reserves to Declarants AGUILERA/SMITH, and their successors and assigns, as owners of the real property described above as PARCEL TWO, a non-exclusive Easement for underground well, pump, and waterline use, repair and maintenance for the benefit of the real property described above as PARCEL TWO (A.P. No. 039-470-041); and

2. **Description of Easement and Permitted Uses.** The Easement granted and/or reserved in this Agreement is a non-exclusive Easement to take, transport and use, water from that the real property described above as PARCEL ONE, owned by Declarant SMITH, to be extracted using the existing pump and associated equipment located therein.

3. **Use of Easement.** The parties to this agreement agree to use the well, pump and associated equipment, which is the subject of this Agreement, only for agricultural and domestic purposes and to reasonably restrict the usage of water so as to not unreasonably limit the use of the well and the pump for the other parcel.

4. **Proportionate Payment of Expenses.** For so long as the above-mentioned Easement is in effect, Declarant, his successors and assigns, shall bear the expenses of the reasonable maintenance and repair of the existing well, pump and waterline system. All water lines and any individual storage/pressure tanks exclusively serving each parcel shall not be considered part of the system.

(a) It is agreed that the costs of maintaining said well, pump and waterline system shall be paid by the parties hereto, their successors and assigns, in the following proportions.

Fifty Percent (50%), A.P. No. 039-470-042

(PARCEL ONE)

Fifty Percent (50%), A.P. No. 030-470-041

(PARCEL TWO)

(b) The electrical meter for to the well and pump system is part of PARCEL ONE and the owner has installed a water flow meter to determine the actual water use by and for PARCEL TWO. On a quarterly basis, the parties shall extrapolate the respective periodic electrical cost for water delivery to PARCEL TWO based upon the measured water flow and utilizing the current residential water per gallon rates as set by California Water Service for a 1 ¼ inch line. The responsibility and obligation for the PARCEL TWO proportional expense shall be determined, confirmed by the parties and such amount shall be paid by the owner of PARCEL TWO to the owner of PARCEL ONE.

Said proportion of expenses shall be paid by the owner of each parcel and/or their successors and assigns, and each owner will, upon written demand, contribute and pay his or her proportionate share of any monies paid out or of any obligation incurred for the operation and reasonable maintenance or repair of said system under the terms and conditions as set forth herein.

(c) In the event of any catastrophic failure of the system requiring full replacement of any part of the system, including, but not limited to the pump and/or well, the owners of the parcels shall participate in the expense of such replacement which shall be shared proportionately pursuant to this Section 4.

(d) "Reasonable maintenance and repair" shall include such maintenance and repair as is necessary to maintain said well, pump and waterline system in good, usable condition under all reasonable use conditions, but shall not include the enlargement of said well, pump and waterline system. This agreement shall not be construed to require any owner to contribute to the cost of any enlargement of said well, pump and waterline system.

(e) Every owner who shall cause or allow said system to be damaged, excluding fair wear and tear from normal usage, shall bear as his or her responsibility the costs and expenses of repairing such damage.

5. Secondary Easement. The Easement granted or reserved in this Agreement includes incidental rights of ingress and egress over and across PARCEL ONE to the extent necessary to use the well, pump, and waterline. In exercising these rights, the owners of PARCEL TWO must use reasonable care and may not unreasonably increase the burden on or make any material changes to PARCEL ONE.

6. Covenant Running with Land. Until termination, this Agreement is to be construed as a covenant running with the land and it is further understood and agreed that this Agreement shall inure to and bind the successors in interest, whether by way of sale, assignment, inheritance or otherwise.

7. Attorneys' Fees. If any owner shall fail or refuse to pay his or her pro rata share of the costs of maintenance and repair work or damages hereunder within 30 days of a bill for the same being mailed to him or her, any other owner shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such defaulting owner for the necessary maintenance and repair work in accordance with the applicable provisions of law. The prevailing party in such action or any other action arising out of or relating this Agreement shall be entitled to recover, in addition to the funds advanced, interest thereon at the current legal rate of interest, until paid, and all costs and disbursements of such action, including such sum or sums as the court may fix as and for reasonable attorney's fees.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the above Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties.

9. Modification. This Grant of Easement and Well Sharing Agreement may be modified or terminated at any time by mutual agreement of the parties herein, and their successors in interest to the parcels of real property subject to this agreement.

10. Jurisdiction. This Agreement shall be recorded in the Official Records of the County Recorder, County of Butte.

11. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Declarant and/or Grantor and Grantees.

EXECUTED on October ____, 2021, at Chico, Butte County, California.

The James D. Smith, Jr., Separate
Property Trust, dated August 5, 2010

By: _____
JAMES D. SMITH, JR., Trustee

MOISES AGUILERA

CARLY ALLISON SUMMERVILLE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
County of BUTTE)

On October ____, 2021, before me, _____, Notary Public, personally appeared JAMES D. SMITH, JR., who 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

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
County of BUTTE)

On October __, 2021, before me, _____, Notary Public, personally appeared MOISES AGUILEREA., who 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.

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STATE OF CALIFORNIA)
) ss.
County of BUTTE)

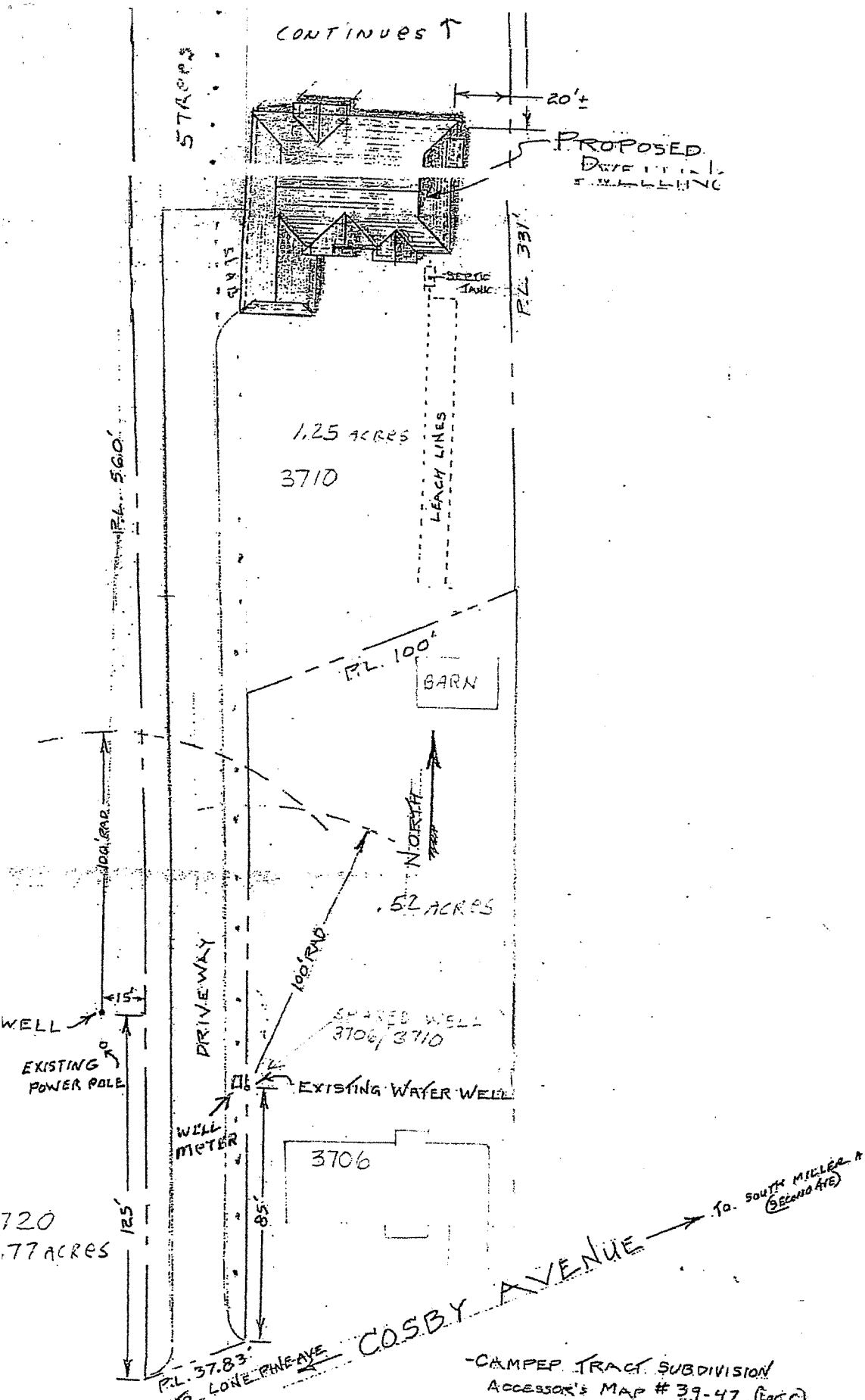
On October __, 2021, before me, _____, Notary Public, personally appeared CARLY ALLISON SUMMERVILLE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

Signature _____

(Seal)



PLOT PLAN
 3706, 3710, 3720 Cosby Ave

-CAMPER TRACT SUBDIVISION
 ACCESSOR'S MAP # 39-47 (LOCAL)
 AP 039-470-0006

1/32" = 1'-0" VER

old

Schedule No. CH-1-R
Chico-Hamilton City Tariff Area
RESIDENTIAL METERED SERVICE

Page 1

APPLICABILITY

Applicable to all metered water service provided to single-family residential customers.

TERRITORY

Chico and vicinity, Butte County, and Hamilton City and vicinity, Glenn County.

RATES

1 CCF is 100 cubic feet (748 gallons)

Quantity Rates:

For 1 - 10 CCF, per CCF
For 11 to 24 CCF, per CCF
For over 24 CCF, per CCF

think its 1" from meter)

\$1.5107	(R)
\$1.8883	(I)
\$2.8325	(I)

Service Charge:

	Per Meter Per Month	
For 5/8 x 3/4 - inch meter	\$15.34	(I)
For Fire Sprinkler with 3/4 - inch meter	\$15.49	
For 3/4 - inch meter	\$23.01	
For Fire Sprinkler with 1 - inch meter	\$16.26	
For 1 - inch meter	\$38.35	
For 1-1/2 - inch meter	\$76.70	
For 2 - inch meter	\$122.72	
For 3 - inch meter	\$230.10	
For 4 - inch meter	\$383.50	
For 6 - inch meter	\$767.00	
For 8 - inch meter	\$1,227.20	
For 10 - inch meter	\$1,764.10	
For 12 - inch meter	\$2,531.10	
For 14 - inch meter	\$3,451.50	(I)

The service charge is a readiness-to-serve charge which is applicable to all metered service and to which is added the charge for water used computed at the quantity rates.

SPECIAL CONDITIONS

1. Qualifying low-income individually metered residential customers are eligible for credits as shown on Schedule LIRA.

(Continued)

(To be inserted by utility)
Advice Letter 2393
Decision

Issued By
Greg A. Milleman
Vice President

(To be inserted by CPUC)
Date Filed 12/17/2020
Effective 01/01/2021
Resolution

Schedule No. CH-1-R
Chico-Hamilton City Tariff Area
RESIDENTIAL METERED SERVICE

Page 2

SPECIAL CONDITIONS (continued)

- (L)
2. All bills are subject to the following tariff schedules: **Schedule UF** (CPUC reimbursement fee) and applicable surcharges and surcredits on **Schedule RSF** (Rate Support Fund), **Schedule LIRA** (Low-Income Ratepayer Assistance), and **Schedule AS** (Additional Surcharges and Surcredits).
 3. **Fire sprinkler rates:** A single-family residence with a meter size that has a "fire sprinkler" rate (listed above) is eligible for that rate if: (a) the customer is paying for service where a residential fire sprinkler system is required/requested to be installed by local fire or building codes; (b) a smaller meter would be large enough to provide adequate service in the absence of the additional demand needed to supply water to the system; (c) the sprinkler system is served through the meter providing residential water service; and (d) the customer requests the "fire sprinkler" rate. The Company may seek verification that the above criteria are met. This service will be considered a general metered service, and not a fire service, so the rules and conditions for general metered service shall apply.
- (L)

(To be inserted by utility)

Advice Letter 2393
Decision

Issued By

Greg A. Millemann
Vice President

(To be inserted by CPUC)

Date Filed 12/17/2020
Effective 01/01/2021
Resolution