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Ventura County Recorder
Philip J. Schmit

Homer Caston
11600 Santa Rosa Rd.
Camarillo, CA 93012

RECIPROCAL WATER WELL AGREEMENT

STATE WELL # 2North 19 West 20 NO2S

This Reciprocal Water Well Reservation of Easement (the "Reservation") is made as of the 13th day of MAY, 2004 by Homer Caston.

A. Homer Caston is the owner of two distinct and contiguous parcels of land herein referred to as Lot 1 of Tract 5154 and Lot 2 of Tract 5154. The AP # is 520-0-09-275. They are located at 11600 Santa Rosa Rd., Camarillo, CA in an unincorporated area of Ventura County, State of California.

B. At the time of the execution of this agreement, there exists a unity of title between the two distinct parcels of land referenced in Paragraph A herein. At such time that such unity of title may be severed, Homer Caston will grant certain respective water well interests for the mutual benefit of the respective Lots 1 and Lots 2.

1. Homer Caston hereby agrees upon the severance of the unity of water well rights for Water Well #2 North 19 West 20 NO2S at a future date, to convey a non-exclusive easement, license, right and privilege over the reciprocal water well rights and particularly as shown on the Tract Map No. 5154 being a portion of Lot 1 and Lot 2 of said Tract No. 5154.

2. The non-exclusive easements, licenses and privileges that will be granted in the future are for the benefit of the parcels described herein and shall run with the land. This Reservation shall be recorded.

3. The non-exclusive easement, licenses, rights and privileges that may be granted at a future date shall terminate only by the mutual written agreement of the parties effected thereby or their successors in interest.

4. Each party to any future conveyance as anticipated herein shall cooperatively participate in the maintenance of the water well, storage tanks, distribution lines and related facilities for the purposes of supplying water to Lots 1 and 2. The cost of such maintenance and repair should be shared equally between the parties benefited and burdened by such easement. The water may be used for residential purposes including drinking, bathing, washing, sanitation, fire fighting and landscape irrigation as well as for agriculture purposes.

5. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties or future parties of Lots 1 and Lots 2.

6. No amendments shall be made to this document without the prior written consent of the Environmental Health Division.

By: Homer T. Caston TRUSTEE Dated: 5/13/04

Homer T. Caston, Successor Trustee of the Declaration of Trust of Homer T. Caston and Myrl Caston Dated February 17, 1983

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of VENTURA } ss.

On MAY 13, 2004 (Date), before me, ANN BROWN NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared HOMER T. CASTON (Name(s) of Signer(s)),

~~☐ personally known to me~~

☒ 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.

ANN BROWN
Commission # 1287809
Notary Public — California
Ventura County
My Comm. Expires Jan 15, 2005

WITNESS my hand and official seal.

A Brown
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: RECIPROCAL WATER WELL AGREEMENT

Document Date: MAY 13, 2004 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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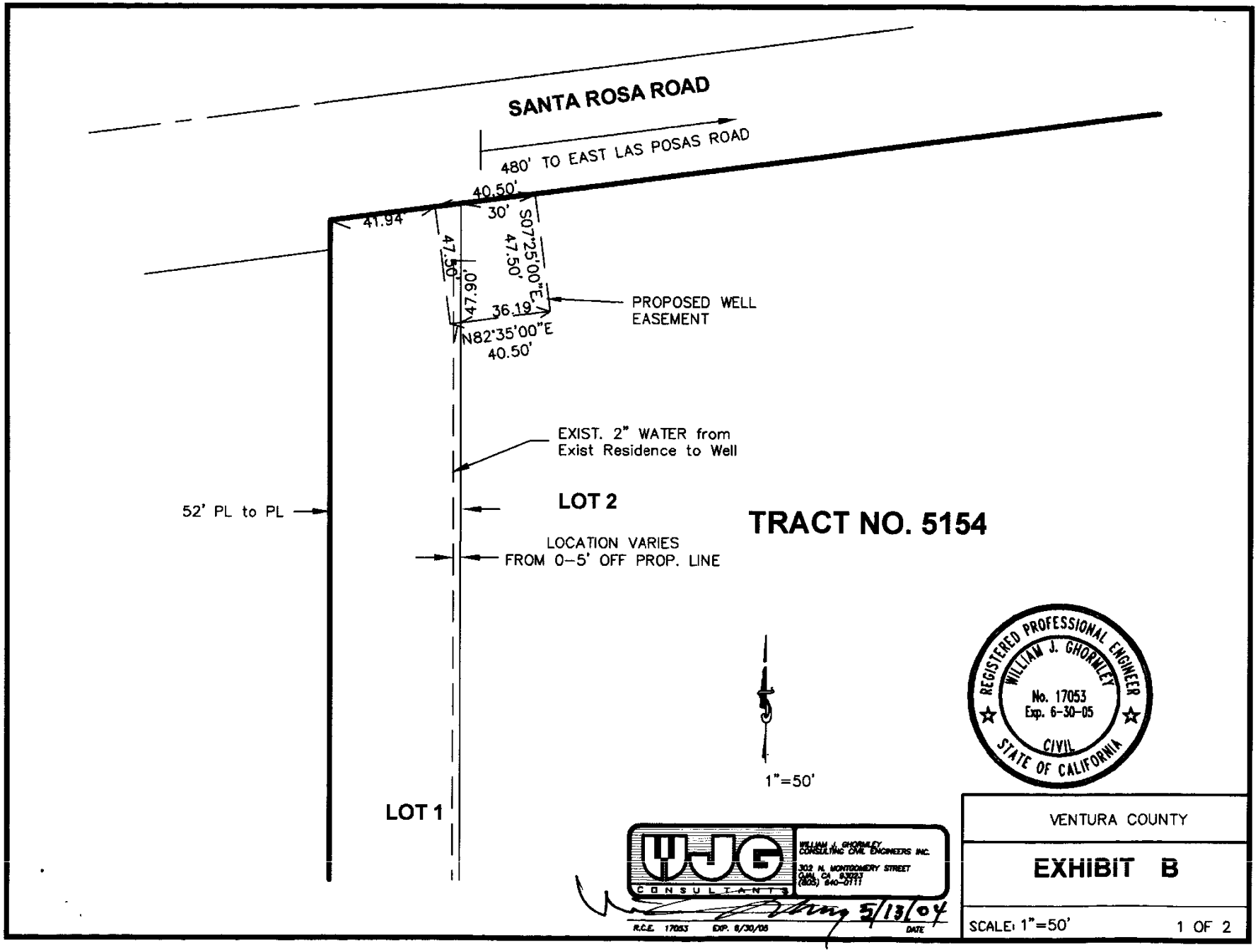

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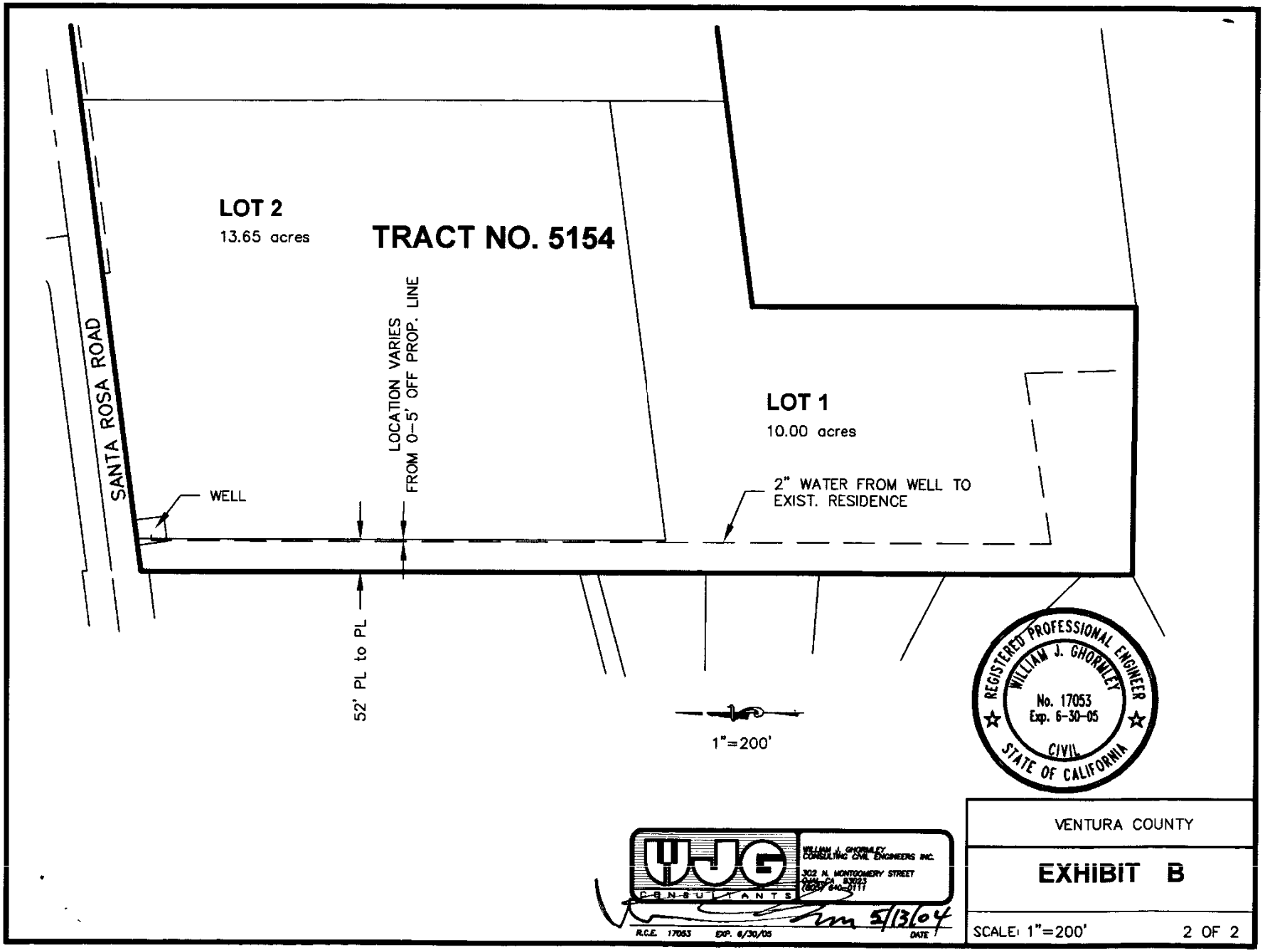

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