

RECORDING REQUESTED BY |
and |
WHEN RECORDED MAIL TO : |

Emily Fischer, Planner |
Planning & Development Department |
County of Santa Barbara |
123 E. Anapamu Street |
Santa Barbara, CA 93101 |

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Above Space for Recorder's Use

APNs: 093-040-007
093-040-006

SHARED WELL WATER AGREEMENT

This Shared Well Water Agreement (this "Agreement") is made and entered into this 16th day of April, 2026 by and between (William B. Warnekros, an individual, the "Supplying Party"), and (Frank E. Warnekros, an individual, the "Supplied Party").

WITNESSETH

THAT WHEREAS, the Supplying party is now the owner of property know as APN 093-040-007 ("Parcel 1") located in the unincorporated area of Lompoc, CA in the County of Santa Barbara, State of California; and

WHEREAS, the Supplied party is the owner of APN 093-040-006 ("Parcel 2") located in the unincorporated area of Lompoc, CA in the County of Santa Barbara, State of California, which property is more fully described as follows, to wit; and

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying water; and

WHEREAS, there is a well located upon Parcel 1 (the "Well"), together with water distribution facilities (the "Water Distribution System"), for the purpose of supplying water to all properties connected to the Water Distribution System; and

WHEREAS, it is the intention and purpose of the undersigned parties that the Well and Water Distribution System shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for use by the occupants of the properties, and to assure the continuous and satisfactory operation and maintenance of the Well and Water Distribution System for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the Well is deemed by the parties hereto to be of adequate capacity to supply the property on each of the parcels described herein with water from the well for all commercial uses therein; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to the Well and Water Distribution System.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the Well and Water Distribution System situated on Parcel 1 shall be used by the parties in this Agreement, as well as by all future owners and occupants of the parcels, upon the following terms and conditions:

1. Until this Agreement is terminated, as herein after provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the property residing thereon, are hereby granted the right in common with the other parcels to this Agreement, to draw water from the Well located on Parcel 1 for commercial use.

2. The owners of the property located on Parcel 2, as of the date of this Agreement shall:

a. Not be required to pay or cause to be paid to the Supplying party, an annual fee for this use of the Well and Water Distribution System;

b. Not be required to pay or cause to be paid, any share of any expenses for the operation and maintenance of the Well and Water Distribution System that may become necessary. It shall be understood that the Supplying Party shall pay for all necessary repairs or replacements. Expenses shall include the cost of electricity for pumping, repairs and maintenance on the Well and Water Distribution System.

3. The cost of any removal or replacement of pre-existing site improvements on any individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damage as a result of repair of the Well or Water Distribution System maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

4. Each party will promptly repair, maintain and replace all water pipes or mains serving their respective properties.

5. The Supplying Party shall pay the costs of system maintenance, replacement or improvement, except in Emergency Situations.

6. The Supplied Party shall not be required to pay for the cost of energy for the operation of the pumping equipment.

7. Under no circumstances shall the Supplying Party purposely terminate the supply of water to the Supplied Party except in Emergency Situations.

8. The parties shall permit a third-party to cure any disagreement on the water distribution service.

9. The Supplying Party to this Agreement does hereby grant to the Supplied Party its heirs, successors and assigns, such easement over, across and through the respective parcels as shall be reasonably necessary for access to the Well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement (the "Easements").

10. That no party may install landscaping or improvements that will impair the use of the Easements.

11. That each party shall have the right to act to correct an Emergency Situation (defined below) and shall have access to the pertinent parcel in the absence of the other. An "Emergency Situation" shall be defined as the failure of any shared portion of the system to deliver water upon demand.

12. Any parcel the Supplying Parcel decides shall be permitted to receive water from the Well and pumping equipment; and each of the parties covenant and agree and that they will not allow or permit other persons, other than guests, to take, draw, use or receive water from the Well, nor permit other persons to connect to the pipes or mains serving each party's respective parcel.

13. In the event the Well becomes contaminated and no longer supplies water suitable for domestic consumption, or no longer supplies water adequate for the needs of all relevant parties, or in the event that another source of water becomes available to the respective parcels, then the rights and obligations of the parties

created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

14. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

15. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in this Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Santa Barbara, State of California. Upon termination of this Agreement, Supplied Party shall have no further right to the use of the Well. The Supplied Party shall disconnect its lateral connection from the Water Distribution System. The costs of disconnection from the well and water system shall be borne by the Supplied Party.

16. The parties shall permit periodic Well water sampling and testing by a responsible authority at the request of a Party, mortgagee or other applicable authority.

17. The Well and this Agreement, if amended, shall serve Parcel 1 and Parcel 2, notwithstanding the ability of the parties to make other amendments to this Agreement.

18. The parties may amend this Agreement, in writing and signed by both parties; however, this Agreement may not be amended during the term of a Federally-insured (direct) or guaranteed mortgage on any property served, except as provided herein, for the purpose of adding to the to the prescribed number of parties.

19. That term of this Agreement shall be perpetual, except as herein limited.

20. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties agree to this Shared Well Water Agreement as of the date first above written.

SUPPLYING PARTY

WILLIAM B. WARNEKROS

AN INDIVIDUAL

William B. Warnekros
SIGNATURE

Date: 4/22/2026

SUPPLIED PARTY

FRANK E. WARNEKROS

AN INDIVIDUAL

SIGNATURE

Date: _____

WASHINGTON NOTARY ACKNOWLEDGMENT

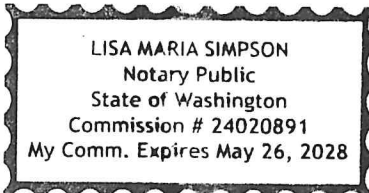
State of Washington

County of Whatcom

I certify that I know or have satisfactory evidence that Williams, Warner^{ROS} (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/22/2026

(Seal or Stamp)



A handwritten signature in black ink, appearing to be "Lisa Simpson", written over a horizontal line.

Signature

Notary Public
Title

My Appointment Expires: May 26, 2028

IN WITNESS WHEREOF, the parties agree to this Shared Well Water Agreement as of the date first above written.

SUPPLYING PARTY

WILLIAM B. WARNEKROS

AN INDIVIDUAL

SIGNATURE

Date: _____

SUPPLIED PARTY

FRANK E. WARNEKROS

AN INDIVIDUAL

Frank E. Warnekros

SIGNATURE

Date: 5-15-2026

This certificate pertains to a 5 page document dealing with/titled Shared Well and signed on 5-15-2026

Water Agreement

Acknowledgment by an Individual

State of Georgia

County of Chatham

Acknowledged in my presence on 15th May, 2026
(Date)

by FRANK E. WARNEKROS,
(Printed name of present, named signer)

who _____ is personally known or ✓ who produced government-issued photo identification pursuant to O.C.G.A. Sec. 45-17-8(e).

Aratiben K. Patel
(Signature of Notary Public)

Notary Public, State of Georgia [Stamp/Seal]

My commission expires: 04/19/2027

