

RIGHT-OF-WAY AND JOINT MAINTENANCE AGREEMENT

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The undersigned land owners collectively own in fee simple all of the following property described hereunder. By this document we establish for our mutual benefit a joint maintenance and right-of-way agreement, as well as other rights inuring to the benefit of our individual property and the property of the other signators to this agreement. We hereby bind ourselves, our heirs and our assigns as follows:

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1. DESCRIPTION OF PROPERTY:

The property made a part of this agreement is that property as set out in Appendix A, a copy of which is attached herewith and is incorporated herein by reference as if fully set forth.

2. ENLARGEMENT OF THIRTY FOOT RIGHT-OF-WAY EASEMENT:

Reference is made hereby to that right-of-way agreement by and between Eberhard Tanning Co., Isaiah Hartman and the Santa Clara Valley Mill and Lumber Co., recorded June 22, 1917 in Book of Agreements, Volume 12, Page 457, Records of Santa Cruz County, California. The description of that agreement is incorporated by reference herein as if fully set forth. Those property owners signed below over whose property this easement presently exists hereby agree to grant to the remaining property owners herein a right-of-way over that thirty foot recorded easement as set forth in said agreement and in addition, an additional ten feet of right-of-way on either side of said existing thirty foot right-of-way, making the total of said easement hereby granted fifty feet in width.

3. DEER CREEK ROAD EASEMENT: An additional road easement is hereby granted by all affected property owners to all other property owners of the property described herein from the termination of the easement granted in Paragraph 2 above, a right-of-way for ingress and egress fifty feet in width following Deer Creek in a northerly direction and terminating in the S.E. 1/4 of the N.E. 1/4 of Section 29, T.S.S., R2W, M.D.B.&M. This fifty foot right-of-way easement is granted along the already existing road, using the center of said existing road as the center of the easement hereby granted.

4. FIRE TRAIL EASEMENT: We hereby grant for purposes of ingress and egress an easement fifty foot in width over the existing road connecting Deer Creek road in Section 33 with the Fire Trail presently existing on the westerly border of Section 33, together with a fifty foot easement over all portions of said Fire Trail lying within the lands making up this agreement.

5. MAINTENANCE AGREEMENT: All of the roads mentioned in Paragraphs 2, 3 and 4 above are to be maintained at the expense of the signators to this agreement, their heirs and their assigns. Maintenance of the road is provided for as follows:

1. A manager of the road system will be selected each year at a meeting to be held April 1, or the next business

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day if April 1 is a holiday or weekend. This manager will have the authority to assess all property owners an amount not to exceed \$1.00 per acre per year for the construction and maintenance of the roads herein described and including expenditures for survey of said roads as required.

2. The manager shall be selected based upon the majority of the votes cast. Each acre represented being entitled to one vote. Voting may be by proxy.

3. The manager shall have the authority to expend whatever funds are necessary, limited only by Paragraph 1 above, for the maintenance and construction of the road system and may assess each member not only for the work to be done immediately but also to establish a road maintenance fund in the form of a bank deposit to be held against other work to be done and in a sum not to exceed \$1,000.00.

4. The annual meeting shall be held at a place and time of day as determined by the preceding meeting. The first such meeting shall be held at the offices of California Lands, 430 Cambridge Street, Palo Alto, California, at 10:00 A.M., April 1, 1963.

5. The manager for the preceding year shall make available to all land owners, heirs or assigns, an accounting of money spent during the term of his management. This report will be made available at the annual meeting.

6. WATER RIGHTS: It is further agreed that each land owner subscribed to this agreement is entitled to construct and maintain wells and install pumps along Deer Creek for the purpose of providing domestic water for homes, so long as the amount of water used shall not exceed 500 gallons per day per home. Each of the undersigned, his heirs and assigns, hereby grants to each of the other undersigned, his heirs and assigns, an easement for the purpose of constructing and maintaining wells or pumps along Deer Creek and for the construction and maintenance of water pipe and electrical wires necessary or convenient to the various land owners herein, their heirs and their assigns, to permit the withdrawal of water from Deer Creek and the delivery of said water to whatever residences may be constructed upon any of the property hereinabove described.

7. PUBLIC UTILITY EASEMENT: Each of the land owners hereby grants a public utility easement over any portion of the property hereinabove described for the purpose of supplying any public utility, including but not limited to electrical power, water and gas. When and if the exact routing for such easements have been determined by the public utility affected, the undersigned bind themselves, their heirs and assigns to execute such documents as may be necessary to establish precisely said public utility easements.

8. APPLICABILITY: It is the intention of each of the undersigned to give to each other easements for road, water and public utilities so as to permit the development of the afore-described property in the most convenient and economical manner possible. It is understood that the terrain involved makes it difficult at this time to be precise. It is therefore our intention that these rights granted be liberally construed in favor of the other property owners to whom the right is granted.

9. EXTENSION OF EASEMENTS TO NON-INCLUDED PROPERTIES: The use of the easements herein established for the mutual benefits of the properties described in Appendix A may be extended for the benefit of properties not included in this agreement. All signators herein bind themselves, their heirs and their assigns to the following agreement for the extension of road easements described in Paragraphs 2, 3 and 4 above, to other property owners not included in this present agreement. It is agreed that whenever owners of over 50% of the property contained within this agreement wish to extend the easement rights set forth in Paragraphs 2, 3 and 4 above, for the benefit of any other property upon terms and conditions acceptable to said owners of over 50% of the property contained in this agreement, the remaining owners will execute whatever documents are necessary to affectuate such an extension of easement rights.

Richard H. Schubert

Sheelby K. Justice

Wilda Wolff

Edith ...

Mary C. Swafford

Ray C. Koverman

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