

Recorded at the request of:

Ashley Toms

Clerk: LH Total: \$28.00  
May 6, 2015 at 14:20:46



When recorded mail to:

Ashley Toms  
PO Box 14  
Bayside, CA 95524

### Water & River Access Agreement

This agreement is made by and between Patrick Kahan, owner of Trinity County APN 008-080-008-32 & Humboldt County APN 524-114-008; Ashley Toms, owner of Trinity County APN 008-080-008-33 & Humboldt County APN 524-114-010; Kai Ferrara, owner of Trinity County APN 008-080-008-34 & Humboldt County APN 524-114-011; and Pepe Spirit, owner of Trinity County APN 008-080-008-35 and Humboldt County APN 524-114-012; in total encompassing all of section 36, T6N, R5W, Humboldt B&M, lying in Humboldt & Trinity Counties, more particularly described as follows:

(See Exhibit "A" attached here and made a part hereof.)

We, Patrick Kahan, Ashley Toms, Kai Ferrara, and Pepe Spirit, hereby grant certain personal rights of use to the grantees named, as described herein:


1. **Patrick Kahan, Ashley Toms, & Kai Ferrara shall share equally the water from the creek that runs between and through Parcels 1, 2, and 3.** Each grantee shall have the personal right to access within the entire riparian waterway and through nearby grounds on each other's parcels for development and maintenance of water systems only, limited to necessity. Water systems previously built and existing on adjacent parcels at the time of a transfer of ownership by sale of each parcel by one of the named landowners may remain after the sale and shall be granted a legal appurtenant easement by the affected landowner for said water right and access for maintenance. Rights to develop


additional surface water systems on adjacent parcels will expire on transfer of sale of each grantee's parcel to a third party.


2. **Kai Ferrara and Pepe Spirit shall share equally the water from the creek that runs between and through Parcels 3 and 4.** Each grantee shall have the personal right to access within the entire riparian waterway and through nearby grounds on each other's parcels for development and maintenance of water systems only, limited to necessity. Water systems previously built and existing on adjacent parcels at the time of a transfer of ownership by sale of each parcel by one of the named landowners may remain after the sale and shall be granted a legal appurtenant easement by the affected landowner for said water right and access for maintenance. Rights to develop additional surface water systems on adjacent parcels will expire on transfer of sale of each grantee's parcel to a third party.
3. **All groundwater from wells existing as of Dec 29, 2009, on Parcels 1, 2, 3, and 4 will be shared equally by Patrick Kahan, Ashley Toms, Kai Ferrara, and Pepe Spirit.** Each grantee shall have the personal right to access and develop groundwater through wells existing as of Dec 31, 2009, on any of the four parcels, in an amount equal to no more than 25% of the production of all current groundwater wells on the land. Each grantee shall be required to utilize and account for available groundwater on his or her own parcel first, then access adjacent available water for a total of 25% of total available water of existing wells. Each owner shall retain rights to his/her own well(s) in an amount equal to 25% of total available groundwater from all four parcels, first and foremost, and an accessing grantee shall only have rights to the remaining water on each parcel. Water lines shall be buried from sight by the accessing parcel owner, and may be required to be routed around adjacent owners' home site and garden area or intended home site, in a manner which intrudes minimally on all parcels. Specific location of tanks and water lines must be approved by affected landowners, and access for development and maintenance of groundwater shall be limited to necessity. Water systems previously built and existing on adjacent parcels at the time of a transfer of ownership by sale of each parcel by one of the named landowners may remain after the sale and shall be granted a legal appurtenant easement by the affected landowner for said water right and access for maintenance. Rights to develop additional groundwater systems on adjacent parcels will expire on transfer of sale of each grantee's parcel to a third party.
4. **River Access:** Patrick Kahan, Ashley Toms, Kai Ferrara, and Pepe Spirit are hereby granted access easements, providing for the right to develop and maintain a road from South Fork Road to the river along the property boundary between Parcels 3 and 4, 6 feet wide on each parcel, for a total of 12 feet, as well as a reasonable short-term parking site and river approach on Parcel 4. (No extended parking on the beach shall be allowed.) The privilege of using the river access may be extended to guests of a grantee on a provisional short-term basis only, and subject to the supervision and frequent review of the grantee hosting the guest(s).

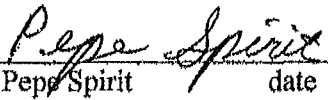
Said rights shall remain in effect for each grantee only while in possession of one of the parcels described herein. Said personal rights shall not be construed as easements appurtenant to the lands described herein, but shall be extended to spouses, heirs and legatees of grantee, only while in possession of one of the parcels described herein, upon death of grantee.

Signed,

By  <sup>1/28/15</sup>  
~~12/20/15~~  
Patrick Kahan date ~~1/28/15~~  
1/28/15

By  <sup>1-28-15</sup>  
Kai Ferrara date

By   
Ashley Toms date

By  <sup>4/21/15</sup>  
Pepe Spirit date

\* SEE ATTACHED CERTIFICATE

- See Attached Acknowledgment <sup>SKK</sup>  
4/21/15

# California All-Purpose Acknowledgement

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

County of Humboldt

On JANUARY 28, 2014 before me, Robert A. Guthrie, Notary Public,

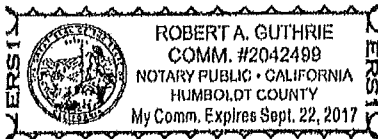
personally appeared PATRICK KAHAN, KAI FERRARA

ASHLEY TOMS

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 [Handwritten Signature]

Signature of Notary Public

## 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 of Type of Document: WATER AND RIVER ACCESS AGREEMENT

Document Date: 1/28/15 Number of Pages: 4

Signer(s) Other Than Named Above: PEPE SPIRIT

ORIGINAL  
EMBOSSED

OR #2015-008643-6 4 of 6

**EXHIBIT "A"**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,  
COUNTIES OF TRINITY AND HUMBOLDT, UNINCORPORATED AREA, AND IS  
DESCRIBED AS FOLLOWS:

~TRINITY COUNTY~

Assessor Parcel Numbers

008-080-008-32, 008-080-008-33, 008-080-008-34, 008-080-008-35

PARCELS 1, 2, 3, AND 4 OF PARCEL MAP P-10-14, LYING WITHIN SECTION 36,  
TOWNSHIP 6 NORTH, RANGE 5 EAST, RECORDED SEPTEMBER 6, 2013, IN  
BOOK 23 OF MAPS AND SURVEYS, PAGE 88, TRINITY COUNTY RECORDS.

~HUMBOLDT COUNTY~

Assessor Parcel Numbers

524-114-008, 524-114-010, 524-114-011, 524-114-012

PARCELS 1, 2, 3, AND 4 OF PARCEL MAP 3573 LYING WITHIN SECTION 36,  
TOWNSHIP 6 NORTH, RANGE 5 EAST, RECORDED DECEMBER 27, 2013, IN  
BOOK 35 OF PARCEL MAPS AT PAGE 94, HUMBOLDT COUNTY RECORDS.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 )  
County of Humboldt )

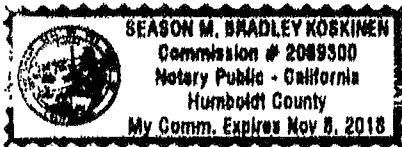
On April 21, 2015 before me, Season M. Bradley Koskinen, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Pepe Spirit  
Name(s) of Signer(s)

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/hers/their authorized capacity(ies), and that by his/hers/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 Season M. Bradley Koskinen  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Water & River Access Agreement Document Date: \_\_\_\_\_

Number of Pages: 3 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Pepe Spirit

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney In Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney In Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_