

WHEN RECORDED, RETURN TO:

Hazel J. Young, Trustee
20651 Avenue 164
Porterville, Ca 93257

RECORDING REQUESTED BY:

240-013-00-24
240-012-00-15, 36

95-066607

Recorded
Official Records
County of
Tulare
Greg Hardcastle
Recorder

8:00am 5-Oct-95

Rec Fee 28.00
MOD 24.00
Check 52.00

CHIC BT 8

IRRIGATION WELL MAINTENANCE AGREEMENT

THIS AGREEMENT dated 9-28-95, by and between DAVID R. PRESTAGE, MARY ELLEN PRESTAGE, TIMOTHY L. PRESTAGE and KATHY L. PRESTAGE herein collectively called the party of the first part and HAZEL J. YOUNG, Trustee of the HAZEL J. YOUNG 1991 REVOCABLE TRUST, herein called the party of the second part.

WHEREAS, the party of the first part are owners of a parcel of land described in Exhibit "A" attached hereto, upon which a well and pumping plant is situated;

WHEREAS, the party of the second part is the owner of a parcel of land described in Exhibit "B" attached hereto;

WHEREAS, both parties are desiring to establish covenants and conditions regarding the use, repair and maintenance of said well and pumping plant;

WHEREAS, the party of the first part is 25% owner and the party of the second part is 75% owner of said well and pumping plant;

NOW, THEREFORE, both parties agree to the following covenants and conditions:

1. Both parties agree that the well and pumping plant herein described shall be used only for the purpose of irrigating agricultural crops on the described properties.
2. Both parties agree that the cost of any ordinary and necessary repairs and maintenance of said well, casing, power source, pump, pumping plant and all other related equipment will be borne in proportion to ownership share. The party of the first part 25% and the party of the second part 75%.
3. Both parties agree that the costs of any necessary repairs and maintenance of said well, casing, power source, pump, pumping plant and all other related equipment resulting from the negligence or improper operation of such facilities by either party shall be borne exclusively by the party committing such negligence or improper operation.
4. Both parties agree that the cost for power to operate the well will be the responsibility of the party receiving said water. At any time that the party of the first part elects to use the water produced by said well and pumping plant, it will be that party's responsibility to record the beginning and ending kilowatt-hour reading from the electric meter and to reimburse party of the second part at the rate charged by the power

company per kilowatt-hour used pursuant to the procedure set forth in Paragraph 5 below. In addition, "stand by" charges levied by the power company to insure electrical service shall be borne in proportion to ownership.

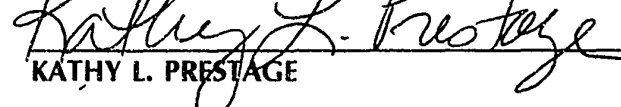
5. Both parties agree to use their best efforts to coordinate use of said well and pumping plant. The party of the second part shall be responsible for all accounts and payment of all bills received from the power company providing the power source to the pumping plant. The party of the first part shall monthly provide to the party of the second part a copy of the record of all use of the well and pumping facility for the prior billing period. The party of the second part shall provide to the party of the first part an invoice and accounting of the calculation of the proportionate share of the party of the first part's obligation regarding any power company billings.
6. Both parties hereby acknowledge that this Agreement applies only to the well, pumping plant and related facilities and each bear their own responsibility for repair and maintenance of any conveyance facilities necessary to transport water produced by the pumping plant to their respective parcels of property.
7. Both parties agree that this Agreement will remain in effect and in full force as long as the well and pumping plant remains in a shared ownership.
8. In the event of a default by either party or a breach of Agreement, the other party may pursue any remedy provided by law. In the event of a lawsuit, the unsuccessful party shall be obligated to pay reasonable costs and attorney's fees incurred by the prevailing party.
9. If there is insufficient water to meet the demands of both parties, then the available water shall be divided proportionately according to ownership.
10. Both parties acknowledge that the rights and obligations conferred by this Agreement shall be appurtenant to the properties described herein and shall run with the land and be binding upon any successors in interest of such parcels regardless of the nature of their acquisition of such interest.

"PARTY OF THE FIRST PART"


DAVID R. PRESTAGE


MARY ELLEN PRESTAGE


TIMOTHY L. PRESTAGE


KATHY L. PRESTAGE

"PARTY OF THE SECOND PART"


HAZEL J. YOUNG, TRUSTEE OF THE
HAZEL J. YOUNG 1991 REVOCABLE TRUST

U:\wp60\Dan\Prestag.agr

State of CALIFORNIA

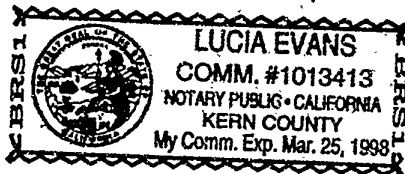
County of KERN

On SEPT. 28, 1995 before me, LUCIA EVANS, NOTARY PUBLIC
(DATE) (NAME, TITLE OF OFFICER - I.E., "JANE DOE, NOTARY PUBLIC")

personally appeared TIMOTHY L. PRESTAGE
(NAME(S) OF SIGNER(S))

☐ personally known to me - OR - ☒ 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.

Witness my hand and official seal.



(SEAL)

Lucia Evans
(SIGNATURE OF NOTARY)

CAPACITY CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL(S)
☐ CORPORATE
OFFICER(S) _____ (TITLE(S))
☐ PARTNER(S)
☐ ATTORNEY IN FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

TOP OF THUMB HERE

PRINT FINGERPRINT (OPTIONAL)

ATTENTION NOTARY: The information requested below is **OPTIONAL**. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

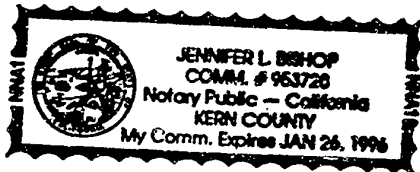
**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:**

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Kern
 On Sept 28 1995 before me, Jennifer L. Bishop Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
 personally appeared Kathy L. Prestage
Name(s) of Signer(s)

☒ personally known to me - OR - ☒ 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.



WITNESS my hand and official seal.

Jennifer L. Bishop
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 or Type of Document: Investigation Well Maintenance Agreement
 Document Date: Sept 28, 1995 Number of Pages: 1
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kathy

- ☒ 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

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

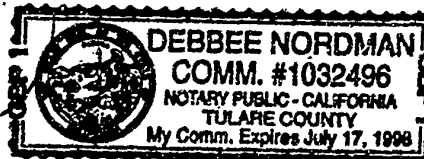
STATE OF CALIFORNIA
COUNTY OF TULARE

On October 2, 1995, before me, DEBBEE NORDMAN, a Notary Public in and for said County and State, personally appeared DAVID R. PRESTAGE and MARY ELLEN PRESTAGE, personally known to me (or 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.

WITNESS my hand and official seal

Signature

Debbie Nordman



FOR NOTARY SEAL OR STAMP

STATE OF CALIFORNIA
COUNTY OF TULARE

On October 2, 1995, before me, DEBBEE NORDMAN, a Notary Public in and for said County and State, personally appeared HAZEL J. YOUNG, personally known to me (or 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.

WITNESS my hand and official seal

Signature

Debbie Nordman

FOR NOTARY SEAL OR STAMP

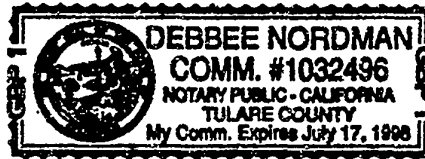


EXHIBIT "A"

That portion of the south half of the Northeast Quarter of Section 32, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, as per the Official Plat thereof, lying Northerly of the Center line of the Tule River.

EXCEPTING THEREFROM the South 202 feet of the North 280 feet of the East 210 feet thereof.

ALSO EXCEPTING THEREFROM all that portion of the East 625 feet of said land lying South of the North 280 feet thereof.

ALSO EXCEPTING THEREFROM that portion of the South half of the Northeast quarter of Section 32, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, as per the Official Plat thereof, lying Northerly of the centerline of the Tule River and being more particularly described as follows:

Beginning at the Northeast corner of the South half of the Northeast quarter of Section 32, Township 21 South, Range 27 East, Mount Diablo Base and Meridian; thence South 00°00'00" East along the East line of said Northeast quarter 271.19 feet; thence North 89°31'05" West 865.11 feet to the true point of beginning; thence North 00°00'00" West 134.20 feet; thence North 89°31'05" West 352.19 feet; thence South 00°00'00" East 482.00 feet, more or less, to the Centerline of the Tule River, thence Southeasterly along the centerline of the Tule River to a point on the line which is South 00°00'00" West of the true point of beginning; thence North 00°00'00" East 340.00 feet, more or less, to the true point of beginning.

ALSO EXCEPTING THEREFROM an easement for ingress and egress and for utilities over and across the South 25.00 feet of the North 280.00 feet of the East 865.11 feet of the South half of the Northeast quarter of Section 32, Township 21 South, Range 27 East, Mount Diablo Base and Meridian.

ALSO EXCEPTING THEREFROM an undivided 3/4ths interest in and to that certain well and pumping plant located 80 feet South and 100 feet West of the Northeast corner of the South half of the Northeast quarter of said Section, as conveyed to Roberts Farms, Inc. a California corporation by Deed recorded April 30, 1968 in Book 2778, page 170 of Official Records.

ALSO EXCEPTING THEREFROM that portion conveyed by deed dated November 17, 1970 from the Department of Veterans Affairs of the State of California, et al to the County of Tulare.

ALSO EXCEPTING THEREFROM that portion, if any, lying Westerly and Southerly of the centerline of the Tule River as said River existed on March 18, 1968.

EXHIBIT "B"

Parcel 1:

The north half of the southeast quarter of Section 32 and that portion of the south half of the northeast quarter lying westerly and southerly of the center line of the Tule River as said river exists as of the date of this deed, in Section 32, Township 21 South, Range 27 East, Mount Diablo meridian, in the County of Tulare, State of California, according to the official plat thereof,

EXCEPT UNTO E. L. Prestage and Ethel M. Prestage (his wife, as joint tenants), an undivided 1/4th interest in and to all oil, gas, petroleum, and other hydrocarbon substances and minerals within or under said land, or that may be produced and saved therefrom.

Parcel 2:

An undivided 3/4ths interest in and to that certain well and pumping plant located 80 feet south and 100 feet west of the northeast corner of the south half of the northeast quarter of Section 32, Township 21 South, Range 27 East, Mount Diablo Meridian, in the County of Tulare, State of California,

TOGETHER WITH a pipeline and easement for same running directly South from said well to that portion of said south half of the northeast quarter of said Section 32, lying south of the Tule River.

Parcel 3:

A non-exclusive easement 5 feet in width for the purpose of ingress and egress and maintenance of presently existing irrigation pipeline jointly owned by Kenneth H. Martin, et ux, and Edgar L. Prestage, the center line of which is approximately 60 feet west and parallel to the east line of the south half of the southeast quarter of Section 32, Township 21 South, Range 27 East, Mount Diablo meridian, in the County of Tulare, State of California, together with a pump site 10' x 10' located on said pipeline easement approximately 80 feet north of the north bank of Poplar Ditch, said site presently being used for the existing well pump site.

Said easement shall be for the benefit of and appurtenant to the south half of the northeast quarter and the north half of the southeast quarter of said Section 32, and which easement was granted to Edgar L. Prestage by deed dated April 22, 1968.