

Appendix 1.1-A  
Authorizing Documentation  
(Resolution adopted by TCCWD Board of Directors)

**RESOLUTION NO. 4-13**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
GRANTING THE GENERAL MANAGER THE AUTHORITY  
TO APPLY FOR A PROPOSITION 84 INTEGRATED REGIONAL WATER  
MANAGEMENT ROUND TWO IMPLEMENTATION GRANT AND  
TO EXECUTE A GRANT AGREEMENT  
WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

**WHEREAS**, the Tehachapi-Cummings County Water District, the Kern County Water Agency and numerous other water agencies, cities and public interest groups within the Kern County portion of the Tulare Lake watershed have established a Regional Water Management Group in accordance with the *Integrated Regional Water Management Planning Act of 2002*; and

**WHEREAS**, the State of California provides grant funds for integrated regional water management pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and

**WHEREAS**, this grant program is administered by the Department of Water Resources; and

**WHEREAS**, the Department of Water Resources requires the grant applicant to designate, by resolution, an authorized representative for filing the grant application and executing the Grant Agreement; and

**WHEREAS**, the Tehachapi-Cummings County Water District was authorized, designated and requested by the Regional Water Management Group of the Tulare Lake Basin Portion of Kern County Integrated Regional Water Management Plan to prepare and apply on its behalf for an Implementation Grant under Proposition 84 Round Two Grant; and

**WHEREAS**, the stakeholders of the Tulare Lake Basin Portion of Kern County Integrated Regional Water Management Plan have identified a suite of projects to be included in an Implementation Grant Application; and

**WHEREAS**, the Tehachapi-Cummings County Water District, the Cities of Arvin and Tehachapi, the Kern Water Bank Authority and Improvement District No. 4 of the Kern County Water Agency all have projects in the suite of projects;

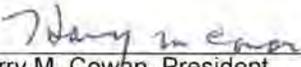
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors, the governing body of the Tehachapi-Cummings County Water District, resolves and orders as follows:

- 1) That application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and to enter into an agreement to receive a

grant for the Tulare Lake Basin Portion of Kern County Integrated Regional Water Management Plan Implementation Projects.

- 2) The General Manager of the Tehachapi-Cummings County Water District is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

ADOPTED at a Regular Meeting of the Board of Directors of the Tehachapi-Cummings County Water District held on March 20, 2013.

  
\_\_\_\_\_  
Harry M. Cowan, President

## SECRETARY'S CERTIFICATE

I, LORI BUNN, do hereby certify the foregoing Resolution was introduced at an adjourned regular meeting of the Board of Directors of said District held on the 20<sup>th</sup> day of March 2013, by the following vote:

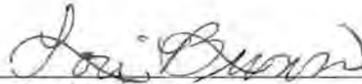
AYES: Hadley, Hall, Prel and Schultz

NOES: Cowan

ABSENT: None

ABSTAIN: None

ATTEST:



Lori Bunn, Secretary

## Appendix 1.2-A

### Draft MOU between TCCWD and Other Project Proponents

# DRAFT

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT (“TCCWD”), the CITY OF TEHACHAPI (“Tehachapi”), the KERN COUNTY WATER AGENCY’S IMPROVEMENT DISTRICT NO. 4 (“ID4”), the KERN WATER BANK AUTHORITY (“KWBA”) and the CITY OF ARVIN (“Arvin”) (individually “Party” and collectively “Parties”), is made in light of the following:

### RECITALS:

WHEREAS, on or about February 28, 2013, TCCWD, Tehachapi, ID4, KWBA and Arvin, entered into an Agreement to Share Costs of Preparing Proposition 84 Implementation Grant Application;

WHEREAS, the aforementioned Agreement defines “Point Agency” as TCCWD and authorizes TCCWD to take certain action on behalf of the Parties;

WHEREAS, the Parties have applied for and anticipate receiving funds from a grant (“Grant”) from the State of California (“State”), which may fund up to five separate projects (individually “Project” and collectively “Projects”), each of which Projects one or more of Parties anticipates completing; and

WHEREAS, the Parties desire to establish a procedure for compiling information for, preparing and submitting the quarterly reports for each of the Projects as required by the Grant and for paying the costs for such work,

NOW, THEREFORE, the Parties hereto mutually agree to the terms and conditions of this MOU, which provides as follows:

### Section 1: Projects and Participants

It is anticipated that the Grant will fund five projects. The name of each of the Projects, the lead agency for each Project (“Project Lead Agency”) and other participating entities in each Project (“Project Partner”) are as follows:

<u>Project Name</u>	<u>Project Lead Agency</u>	<u>Project Partner</u>
Tehachapi Regional Water Conservation Project	TCCWD	Tehachapi
Snyder Well Intertie Pipeline for Nitrate Removal and Turf Irrigation Project	Tehachapi	TCCWD
Urban Bakersfield Water Conservation Project	ID4	City of Bakersfield
KWB Recharge and Recovery Enhancement Project	KWBA	ID4 and other KWB Members
Sycamore Road Flood Damage Reduction Project	Arvin	

## Section 2: Quarterly Reports

Each Project Lead Agency will timely compile and submit to TCCWD the information necessary to prepare the quarterly reports for the Project for which each has responsibility. No information will be submitted for any Project for which grant funds from the Grant are not approved. Once TCCWD has received the necessary information to do so, it will promptly prepare each of the quarterly reports required for the Grant and submit the same to the State. Prior to submitting a quarterly report to the State, TCCWD shall allow a Project Lead Agency to review and approve any such quarterly report for its Project, if said Project Lead Agency requests to do so.

## Section 2: Payment for Costs of Quarterly Reports

TCCWD shall be entitled to be reimbursed for its reasonable costs for receiving the information supplied by each Project Lead Agency and for preparing and submitting the aforementioned quarterly reports as required by the Grant. In addition to its out-of-pocket expenses, TCCWD shall be entitled to be paid for the time its employees expend performing the aforementioned tasks at the rates set forth on the attached Exhibit A. After TCCWD submits each Grant quarterly report pursuant to this MOU, it will send each Project Lead Agency an invoice for reimbursement for both the aforementioned out-of-pocket expenses and its employee time spent on said quarterly report and such invoice shall be paid, within sixty (60) days, out of funds from the Grant.

### Section 3: General Provisions

3.1 Term. This MOU shall become effective on the date first above written. It shall continue until the expiration or termination of the Grant.

3.2 Construction of Terms. This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to or imposing obligations on any person other than the Parties.

3.3 Good Faith. Each Party shall use its best efforts and work in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

3.4 Agreement with State Contract. Each Party agrees to, by extension, all of the conditions and requirements that are included in the funding contract between the State and TCCWD.

3.5 Availability of Funds. Each Party verifies that it has sufficient funds to proceed with their project as planned with the knowledge that the grant program is a reimbursement program and that each Party must incur costs before those costs can be invoiced to the State through TCCWD.

3.6 Timely Submittals. Each Party will submit all the identified deliverables in the proposal and all future reimbursement requests in a timely manner to the State through regular submittals to TCCWD.

3.7 Project Monitoring and Reporting. Each Party will accomplish project monitoring, project assessment and collection of performance measures in a timely manner and relay that information back to the State through regular submittals to TCCWD.

3.8 Execution. This MOU may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this MOU represent that they have the authority to sign this MOU and to bind the Party for whom they are signing it.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU to be effective as of the date first above written.

TEHACHAPI-CUMMINGS  
COUNTY WATER DISTRICT

Dated: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney for TEHACHAPI-CUMMINGS  
COUNTY WATER DISTRICT

Dated: \_\_\_\_\_

CITY OF TEHACHAPI

By \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney for CITY OF TEHACHAPI

KERN COUNTY WATER  
AGENCY'S IMPROVEMENT  
DISTRICT NO 4

Dated: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney for KERN COUNTY WATER  
AGENCY'S IMPROVEMENT  
DISTRICT NO. 4

KERN WATER BANK AUTHORITY

Dated: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney for KERN WATER BANK  
AUTHORITY

CITY OF ARVIN

Dated: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney for CITY OF ARVIN

Exhibit A

employee position

hourly rate

Appendix 1.3-A  
TCCWD 2011 Watermaster Report for the  
Tehachapi Basin

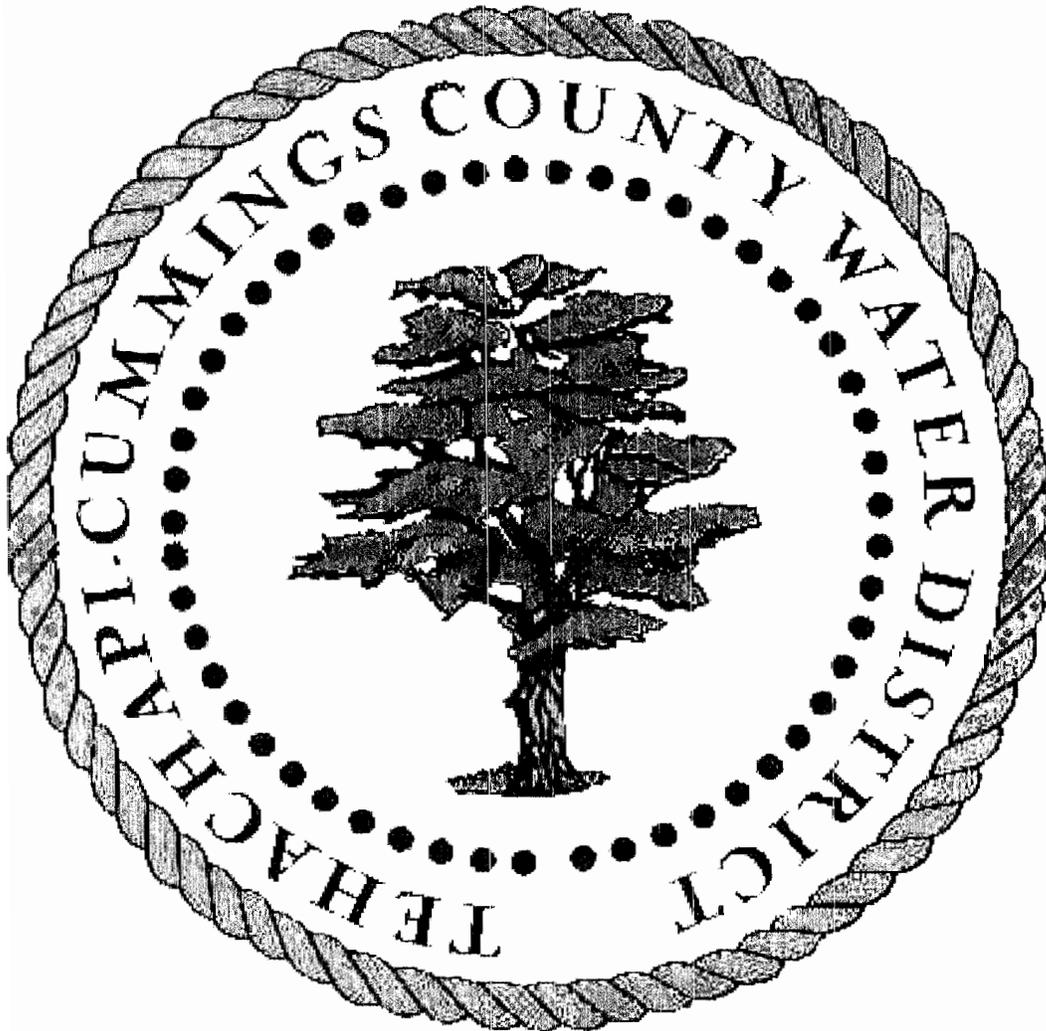
**REPORT OF TEHACHAPI-  
CUMMINGS COUNTY WATER  
DISTRICT AS WATERMASTER FOR  
CALENDAR YEAR 2011**

ENDORSED

FILED

12 APR 26 PM 2:27

TERRY MAJORS, CLERK  
COUNTY CLERK  
BY: \_\_\_\_\_ DEPUTY



**THIRTY-EIGHTH ANNUAL  
WATERMASTER REPORT  
FOR TEHACHAPI BASIN**



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## FOREWORD

The Tehachapi-Cummings County Water District as Watermaster for the Tehachapi Basin submits this Thirty-eighth annual report as a review of the water supply, operation, and condition in the Basin during the 2011 calendar year. This report is prepared for the Superior Court in the County of Kern and for the parties to the Tehachapi Basin Judgment, whose provisions authorize this publication. This report contains information on the following:

- (a) Groundwater conditions;
- (b) Groundwater extractions and base water rights as of December 31, 2011;
- (c) Exchange pool operation;
- (d) Use of imported water;
- (e) Claim by Tehachapi-Cummings County Water District to all return flow, waste and seepage resulting from water imported by District;
- (f) Change of ownership of water rights, leases, and licenses thereof;
- (g) A statement in a separate section, of those matters in the report which constitute written findings, order, or determination as provided for in subparagraph 15 (c) of the Amendment to Judgment; and
- (h) A designation of those lands on which agricultural water rights had been developed.

Address of Tehachapi-Cummings County Water District as Watermaster is:

P. O. Box 326  
22901 Banducci Road  
Tehachapi, CA 93581  
Telephone (661) 822-5504  
Email: [tccwd@tccwd.com](mailto:tccwd@tccwd.com)

## I. THE TEHACHAPI BASIN

### DESCRIPTION OF TEHACHAPI GROUNDWATER BASIN

The Tehachapi groundwater basin surface is generally the Tehachapi Valley floor, bordered on the west by the foothill area of the low-lying ridge running north and south between the Tehachapi Mountains and the Sierra Nevada. It is bordered on the north by the Sierra Nevada; on the south by the Tehachapi Mountains; and on the east by a ridge of the Sierra Nevada and the Tehachapi Mountains, separated by Proctor Gap. The Tehachapi Basin is generally elongated east and west approximately 9 miles wide, and approximately oval-shaped and 5 miles wide at its widest. The Tehachapi groundwater basin may be pictured as a bowl, the bottom and sides of which are composed of impervious materials. The bowl is filled with heterogeneous pervious alluvium deposited through geologic time by the streams carrying eroded materials from the surrounding watershed areas.

Surface outflow from Tehachapi Valley occurs during time of heavy storms via Tehachapi Creek to the west and Cache Creek to the east. Surface and subsurface basin inflow occurs from the creeks of the surrounding watershed areas and replenishes the groundwater within the basin. Subsurface outflow is restricted by the impervious rock outcroppings in the Tehachapi Creek outlet on the west and by the narrow Proctor Gap. Groundwater is stored within the alluvium of the basin. The average annual safe yield of groundwater within the basin has been determined by the Court to be 5,500 acre feet.

### HISTORY OF WATER MANAGEMENT PROGRAM

The Tehachapi Cummings Water Conservation District was formed in 1961 to carry out basic groundwater and watershed studies. This was a continuation of the Tehachapi Soil Conservation District's efforts in seeking solutions to water shortages within the area.

The Tehachapi-Cummings County Water District was formed February 16, 1965, by popular vote within the District, replacing the Tehachapi-Cummings Water Conservation District. A citizens advisory committee, composed of a cross section of community residents, was established. This committee worked for more than a year on the basic solution to the groundwater overdraft and water shortage within the three major groundwater basins of the district.

In addition to restricting groundwater extractions, the Judgment and Amendment thereto, in general

1. With certain exceptions specified in the Judgment, enjoined and restrained the parties from exporting groundwater extracted from Tehachapi Basin outside of the Tehachapi Basin areas, as said areas are defined in the Judgment;
2. Enjoined and restrained parties from exporting outside of Tehachapi Basin watershed, as said area is defined in the Judgment, surface water diverted within Tehachapi Basin watershed; and
3. Enjoined and restrained the parties from making any diversions of surface waters within Tehachapi Basin watershed, except to the extent of diversions having been made by any such party as of the water year prior to the commencement of said action Case No. 97210.

First deliveries of State Project water and operation of the exchange pool within the Tehachapi Basin began in early 1974. The Tehachapi-Cummings County Water District project works and the Tehachapi Groundwater Management Program have successfully completed their thirty-eighth year.

## **II. OWNERSHIP AND TRANSFER OF WATER RIGHTS**

Table 1 describes ownership of base water rights as of December 31, 2011 and shows permanent transfers in ownership of base water rights through 2011.

Table 2 shows the current ownership of party domestic wells as of December 31, 2011.

Table 3 indicates temporary transfers of allowed pumping allocations, which occurred during 2011.

Party and Successor		Base Water Right (Acre Feet Per Year)
**Golden Hills Community Services District, a body corporate & politic	159.000	1,299.000
Successor to White Oak Knolls	6.000	
Successor to Gary Warner	10.000	
Successor to Fowler & Schaeffer	31.000	
Successor to Cozette Sullivan Trust	300.000	
Successor in Part to Jack Iriart	140.000	
Successor to Conner Revocable Trust	48.000	
Successor to Blair Land Co., Inc.	60.000	
Successor to Sierra National Bank	163.000	
Successor to Paul and Marit Robb	115.000	
Successor to Mettler & Armstrong	57.000	
Successor in Part to Gary Bozenich	23.000	
Successor in Part to Don Carroll	55.000	
Successor in Part to Grant Frezieres	100.000	
Successor to Mid Valley Ventures	32.000	
 Grand Oaks Water Company, a corporation		 6.000
 KunSik Ha and Kyung Ran Ha		 135.000
Successor to Vernon E. Blain and Dolly I. Chandler	35.000	
Successor to Tae Won Kang	64.210	
Successor to Hailu Ejigu and Enanu Ejigu	35.790	
 Kenneth R. Hensler, Successor in Part to Lorene Gilreath		 1.500
 Richard Hwang, Successor to Valley Development Unit III Transfer in Part to Nunhems USA, Inc.	  (13.000)	  13.000
 Joaquina Iriart for life, then to Jack C. Iriart as to remainder	  172.500	  0.500
Transfer to Golden Hills CSD	(140.000)	
Transfer to Mid Valley Ventures	(32.000)	
 Gwendolyn Jones		 10.000
Successor in Part to Joaquina Iriart & Jack C. Iriart		
 Alice Keel		 3.000
 Alice Knaus, Successor to Melvin & Frances Ruff		 4.000
 John Kolesar, Successor in Part to Lorene Gilreath		 1.500
 Kubicek Trust, Successor in Part to Tehachapples		 305.000

<u>Party and Successor</u>	<u>Base Water Right (Acre Feet Per Year)</u>
Estate of John H. Starbird, Successor in Part to Jack C. Iriart	10.000
Gerson Stiekman Trust	23.000
Successor in Part to E.R. Conner & Grant Frezieres	15.000
Successor in Part to E.R. Conner & Grant Frezieres	8.000
Transfer to Benezra Tehachapi Ptn.	(8.000)
Successor to Benezra Tehachapi Ptn.	8.000
Sun Trail, Inc. Successor in Part to Tehachapples	305.000
Tehachapi, City of, a municipal corporation	2,733.000
Successor in Part to Sue Sullivan	753.000
Successor to J. Morgan Greene & Margaret L. Greene	40.000
Successor in Part to Tehachapi Unified School District	266.000
Successor to John Nunes	45.000
Successor in Part to Tony & Rita Damiana	1561.000
Successor to Ashtown Mutual Water Co.	20.000
Successor to Tony & Rita Damiana	42.000
Tehachapi-ET Ventures, LLC	6.000
Successor to Joan M. Jurenka	77.000
Transfer to Jeffrey and Heidi Ciachurski	(77.000)
Tehachapi Hospital, Successor to Gene A. Gale, et al	0
Tehachapi Public Cemetery District, a political subdiv.	58.000
Tehachapi Unified School District, a body politic	11.000
Successor in Part to G. Wilder	7.000
Successor in Part to Fred Patterson	30.000
Transfer in Part to City of Tehachapi	12.000
Union Pacific Transportation, a corporation	10.000
Volz, Herbert and Karin	98.000
Successor to Dée C. Hindman	19.000
Transfer in Part to Scott and Marian Baker	(9.000)
Gerald Vukich	3.000
Successor to Don Adams Land Company	

**TABLE 2. OWNERSHIP CHANGES OF PARTY  
DOMESTIC WELLS TO 2011**

<u>NEW OWNER</u>	<u>WELL NUMBER</u>	<u>PREVIOUS OWNER</u>
JP Morgan Chase	13N1	Carolyn Miner
M&N Ranch	24D3/24D4	Tower Woodford Ranch LLC
Joseph Tautkus	26B2	David Turowski

### III. GROUNDWATER BASIN OPERATION

The lands within Tehachapi Basin on which agricultural water rights had been developed are shown on Figure 1. These lands are identified on the map of ownership as entered in the Judgment and the Amendment to Judgment. Also illustrated on Figure 1 are wells that are actively producing together with a few inactive wells for which hydrographs are drawn in Figures 4A through 4F. Figure 2 is an aid for locating on Figure 1 any wells with an assigned well number as found on the hydrographs and in Figure 3.

The Tehachapi Basin Watermaster continues to make seasonal soundings of selected wells throughout the Basin. These measurements provide data indicative of groundwater elevation changes. Figures 4A through 4F are continuations of well hydrographs used as exhibits during the Tehachapi Basin trial. As of November 1971, Well No. 32S/33E-21E2 could no longer be sounded, and readings began at that time on nearby Well No. 32S/33E-21L1. As of December 1976, Well No. 32S/33E-21L1 was destroyed.

Operation of the Exchange Pool was suspended in 1997 because of changes in land use and permanent transfers of agricultural water rights to M&I interests. It should be noted that exchange pool provisions such as those contained in the Tehachapi Basin Judgment and Amendment to Judgment have become unnecessary in many of the 22 other adjudicated groundwater basins in California because of changes in land use and changes in ownership of water rights.

The groundwater operation for Tehachapi Basin is described in Figure 3. For the 2011 calendar year, parties are listed with total amounts pumped. Also included in Figure 3 are Allowed Pumping Allocations, temporary transfers of water rights, and allowable carryovers (or over-extractions). In addition to the total amount pumped as shown in Figure 3, an estimated 308 acre feet of non-metered groundwater was produced by small domestic users.

Paragraph 12 of the Amendment to Judgment provides for each party, pumping less than its Allowed Pumping Allocation during a particular calendar year, to carryover for the next two succeeding years an amount not to exceed 25% of its Allowed Pumping Allocation. Such carryover not pumped by the end of the second year will remain within the Tehachapi Basin. The order in which water is pumped by a party from the Basin during a calendar year is as follows: first, its Allowed Pumping Allocation including leased water; next, any carryover from the previous two years with the oldest portion being pumped first and finally, artificial replenishment water, that is, imported water purchased from the District and intentionally spread and stored in the basin.

In 2011, the Tehachapi-Cummings County Water District delivered imported State Project Water directly from its surface facilities for use within the Tehachapi Basin in the following quantities: for agricultural use 170 acre feet, for municipal/industrial use 284 acre feet and for artificial replenishment 2,023 acre feet. Return flows from imported State Project Water are shown in Figure 5.

The District, in cooperation with the City of Tehachapi and Golden Hills Community Services District retained Fugro West, Inc. to prepare a Groundwater Modeling Study for the Tehachapi Basin as part of the Watermaster's ongoing program to better understand the hydrogeology of the Tehachapi Basin. That report was completed in 2009. The Executive Summary of the Tehachapi Basin Groundwater Study is included herein as Figure 7.

Resolution No. 3-96 authorized pumping of recharged imported water in lieu of surface delivery of imported water. The Tehachapi-Cummings County Water District in cooperation with the City of Tehachapi constructed groundwater recharge facilities, which enable the District to store imported State Project Water for subsequent extraction and beneficial use. Sound groundwater management has been significantly improved by the above in terms of improvement of water quality and groundwater banking to ensure adequate local water supplies during drought years. A copy of Resolution No. 3-96 is included herein as Figure 8.

The Tehachapi-Cummings County Water District became aware of the sudden appearance of nitrate levels exceeding the California maximum contaminant level in two wells within the Tehachapi Basin in February 1998. The two wells are located within the Ashtown Mutual Water Company's service area, immediately adjacent to the north and east city limits of the City of Tehachapi. These two particular wells served 72 lots within a single subdivision known as "Ashtown".

Pumping of the two Ashtown wells was immediately discontinued following the connection of the subdivision to the City of Tehachapi's water supply system. The 72 lots within Ashtown were developed in 1955 and had individual septic systems. The long term percolation of septic system effluent into the groundwater basin immediately adjacent to Ashtown's domestic water supply wells is responsible for the nitrate contamination of the groundwater supply in the local area. The City of Tehachapi has annexed the Ashtown subdivision, constructed a new water delivery system within the subdivision and has connected all 72 lots within Ashtown to the City's wastewater treatment plant. The Tehachapi-Cummings County Water District acquired the two Ashtown wells, constructed a pipeline from the wells to the District's transmission system and began pumping the wells in June 1997. Funding of the above nitrate remediation project was provided by the Kern County Community Development Department, USDA Rural Development Department, Ashtown Mutual Water Company (subsequently dissolved with all water rights and funds held by the water company transferred to the City of Tehachapi, under an agreement with the City dated January 28, 1998), Tehachapi-Cummings County Water District and the City of Tehachapi. This was a good example of local community and government cooperation.

# water facts

No. 7

## Numbering Water Wells in California

### Why a State Well Number is Necessary

A systematic and uniform procedure for numbering wells in California is necessary for the following reasons:

1. California has between one to two million wells of all shapes, sizes, and conditions. On the average, 10,000 to 15,000 more wells are added to this total each year. During droughts the number of water wells built each year increases temporarily.
2. The Department of Water Resources has more than 1 million records from water wells, monitoring wells, and cathodic protection wells on file including construction logs; measurements of depth to water; physical, chemical and bacteriological analyses; and pumping records.
3. Many state, federal, county, city, and local water agencies build and extract water from or inject water into these wells, or obtain samples for analysis and measurements of depth to water from these wells.

To prevent uncoordinated numbering of wells by numerous agencies, which would result in confusion, a single agency is responsible for the assignment of well numbers. That responsibility and authority belongs to DWR because:

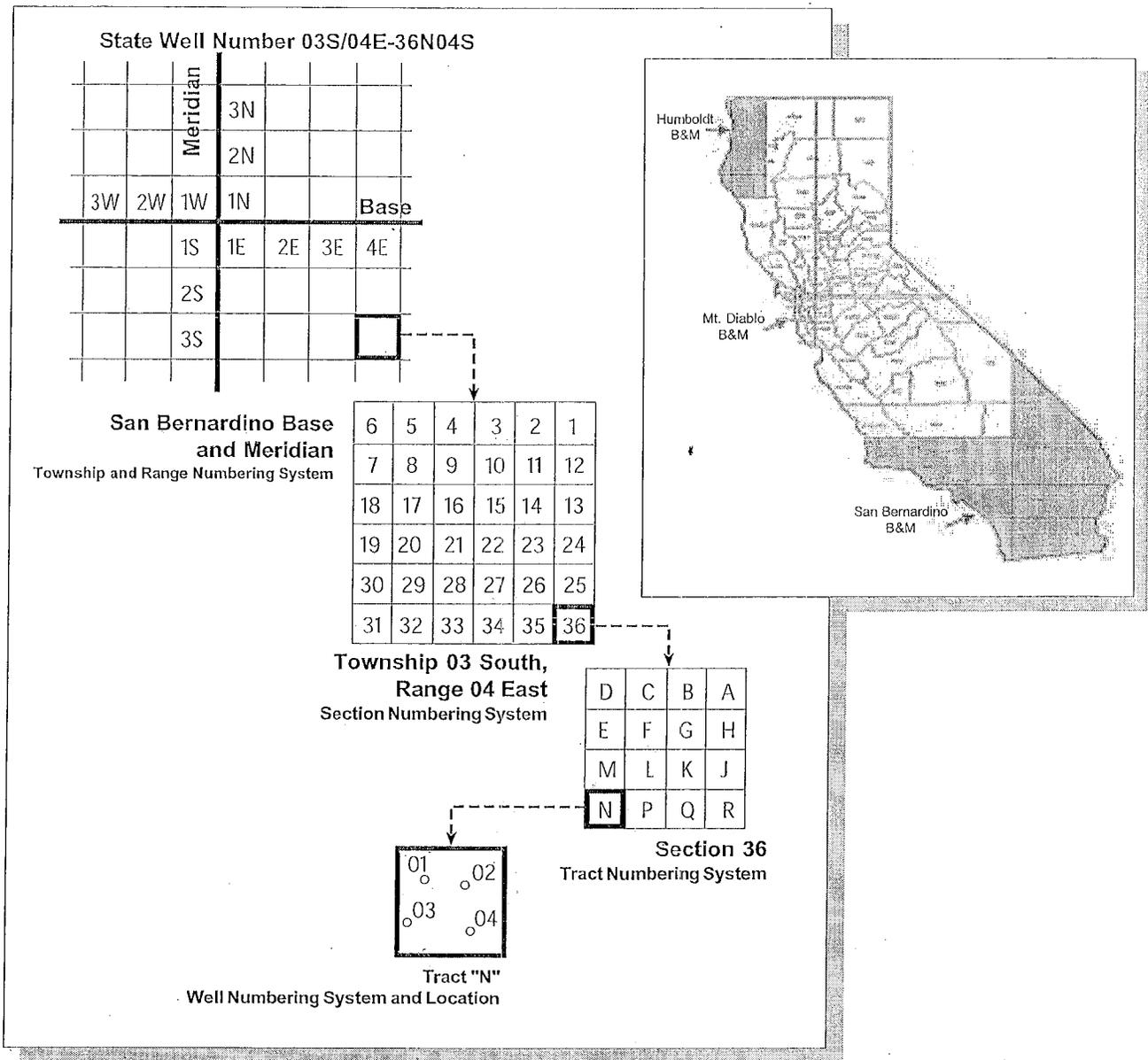
- DWR is the legal and prime repository for groundwater information in California.
- DWR also has responsibility and authority for surveying and mapping and related cartographic activities in California.

### The Well-Numbering System

The State's well-numbering system is based on a rectangular system called the "**United States System of Surveying the Public Lands**," commonly referred to as the "**Public Lands Survey**," established by the Continental Congress in 1784. Under it all tracts of land are referenced to an initial point and identified as being in a **township**. A township is a square parcel of land six miles on each side. Its location is established as being a certain number of six-mile units east or west of a north-south line running through the initial point (called the "**principal meridian**") and a certain number of six-mile units north or south of an east-west line running through the initial point (called the "**baseline**").

In California there are three initial points and corresponding principal meridians and baselines (see the figures on page 3). They are Mount Diablo, San Bernardino, and Humboldt, and we identify them

*Water Facts are short reports on water resources issues of general interest. They are published periodically by the California Department of Water Resources and can be obtained free by contacting DWR Bulletins & Reports, P.O. Box 942836, Sacramento, CA 94236-0001; 916/653-1097.*



counties in each district are listed on page 4. If you are uncertain about which office to contact or if you need additional assistance, contact the Statewide Well Standards Coordinator in the Division of Planning and Local Assistance in Sacramento at (916) 327-8861.

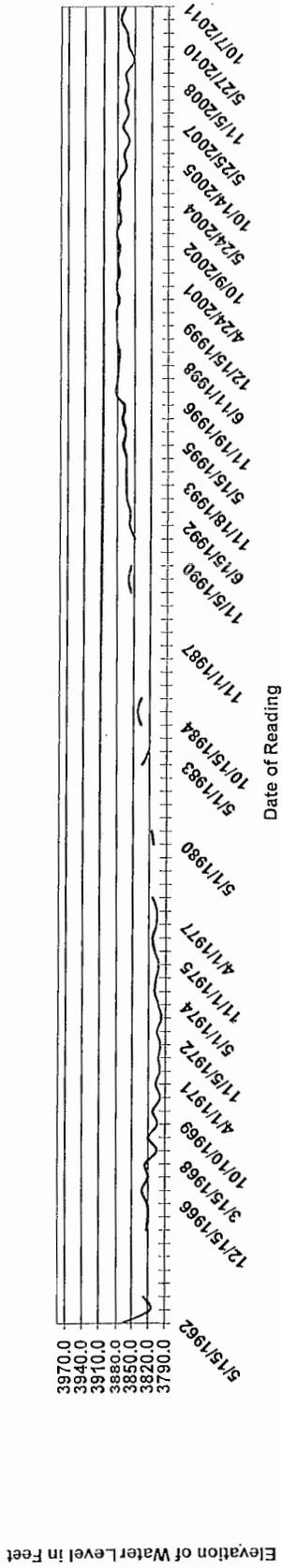
Your request should be accompanied by:

1. A map of reasonably large scale or a sketch map showing the location of the wells with respect to prominent manmade features or natural landmarks and the distance to them. A most useful map is the standard USGS 7.5-minute quadrangle topographic map with a scale of 1:24000 (a little over 2-1/2 inches equals one mile).

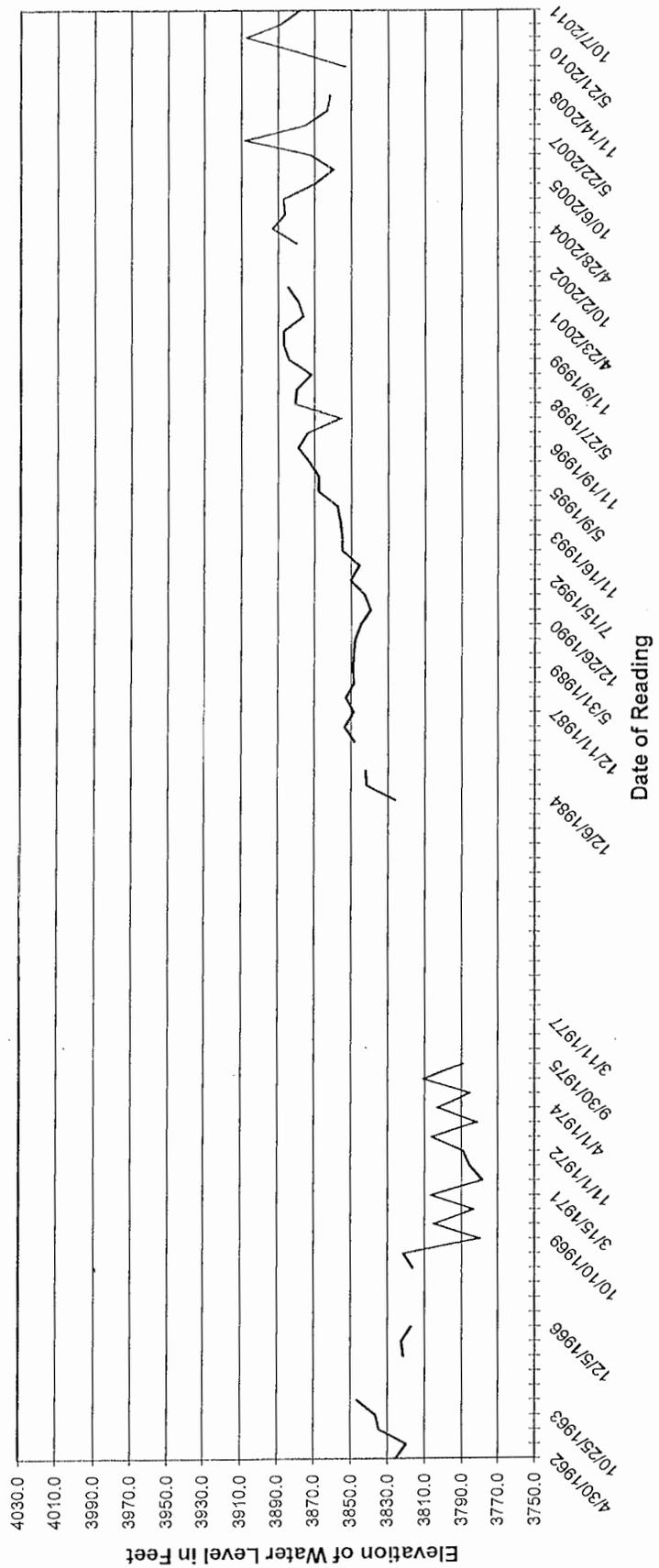
FIGURE 3. ALLOWED PUMPING ALLOCATION AND TOTAL BASIN OPERATION (IN ACRE FEET) FOR 2011

Party and/or Successor	Allowed Pumping Allocation	APA Leased In	APA Leased Out	Ded. For Over-extraction	Allowed Carryover Into 2011	Allowable Extractions	Extractions by Source:				Portion From 2010 Carryover	Portion From 2011 Carryover	Allowed Carryover Into 2012
							From APA	2009 Carryover	2010 Carryover	Remaining APA			
Abel Trustee, Diana P.	11,040				5,524	16,564			16,564	2,762	2,762	5,524	
Abel, Mirta	8,280				4,142	12,422			12,422	2,071	2,071	4,142	
American Cement Company	-	0.667			-	0.667	(0.667)		-	-	-	-	
Arnds, Theodore	2,000				1,000	3,000			3,000	0.500	0.500	1,000	
Baker, Scott and Marian	6,000				3,000	9,000			9,000	1,500	1,500	3,000	
Benz, Paul	6,000				3,000	9,000			9,000	1,500	1,500	3,000	
Benz Visco Youth Park	-	100,000			123,525	223,525	(56,985)		166,540	25,000	25,000	50,000	
Bozenich, Gary	21,333				10,666	31,999			31,999	5,333	5,333	10,666	
Burgeis, Donald & Betty	16,000				8,000	24,000			24,000	4,000	4,000	8,000	
Ciachurski, Jeffrey	81,333				40,666	121,999			121,999	20,333	20,333	40,666	
Continuity I, LLC	48,667				24,334	73,001			73,001	12,167	12,167	24,334	
Cooper, W.W. & Alice	10,222				5,110	15,332	(0.131)		15,201	2,555	2,555	5,110	
Crystal Organic Farms	-	453,333			55,588	508,921	(451,027)		57,894	55,588	-	55,588	
Dye, Lewis M., Jr.	2,000				1,000	3,000			3,000	0.500	0.500	1,000	
Frezieres, Grant	6,000				3,000	9,000			9,000	1,500	1,500	3,000	
GE Wind Energy, LLC	50,000				25,000	75,000	(1,045)		73,955	12,500	12,500	25,000	
Golden Hills CSD	866,000		(514,001)		937,048	2,127,714	(1,192,503)		935,211	261,109	-	261,109	
Grand Oaks Water Corp.	4,000	26,667			5,574	36,241	(30,667)	(4,162)	(6,380)	16,428	(6,380)	(6,380)	
Ha, Kun Sik and Kyung Ran	90,000				49,498	139,498	(73,342)	(7,792)	66,156	0.250	16,658	33,086	
Hensler, Kenneth	1,000				0.500	1,500			1,500	0.250	0.250	0.500	
Hwang, Richard T.	8,667				6,509	15,176			15,176	4,339	2,167	6,506	
Iriart, Jack C.	0,333				0.166	0.499			0.499	0.083	0.083	0.166	
Jones Estate, Gwendolyn	6,667				3,334	10,001			10,001	1,667	1,667	3,334	
Keel, Alice	2,000				1,000	3,000			3,000	0.500	0.500	1,000	
Kern County Waste Mgmt.	-	10,000			5,000	15,000	(4,866)		10,134	2,500	2,500	5,000	
Knaus, Alice	2,667				1,801	4,468	(2,196)		2,272	0.467	0.471	0.938	
Kolesar, John	1,000				0.500	1,500			1,500	0.250	0.250	0.500	
Kubicek Trust	203,333		(203,333)										
Kundert Brothers	-	203,333			139,902	343,235	(175,751)		167,484	50,833	27,582	78,415	
Larson, Russell	2,000				1,000	3,000			3,000	0.500	0.500	1,000	
Lees, Spencer H.	2,000				1,000	3,000			3,000	0.500	0.500	1,000	
Lehigh Southwest Cement Company	1,162,667		(910,667)		324,542	576,542	(2,203)		574,339	62,375	62,375	124,750	
Lokey, John R. & Adele	2,000				1,000	3,000			3,000	0.500	0.500	1,000	
Mathews, Don	4,667				2,334	7,001			7,001	1,167	1,167	2,334	
Mendez, Frank	12,000				6,000	18,000			18,000	3,000	3,000	6,000	
Meridith, Clifford	10,667				5,334	16,001	(0.154)		15,847	2,667	2,667	5,334	
Mills, John E. & Gracie E.	12,667				6,334	19,001			19,001	3,167	3,167	6,334	
Total Page 1	2,663,210	1,632,667	(1,628,001)		1,811,931	4,479,807	(1,991,537)	(7,792)	2,476,316	560,111	211,845	771,956	

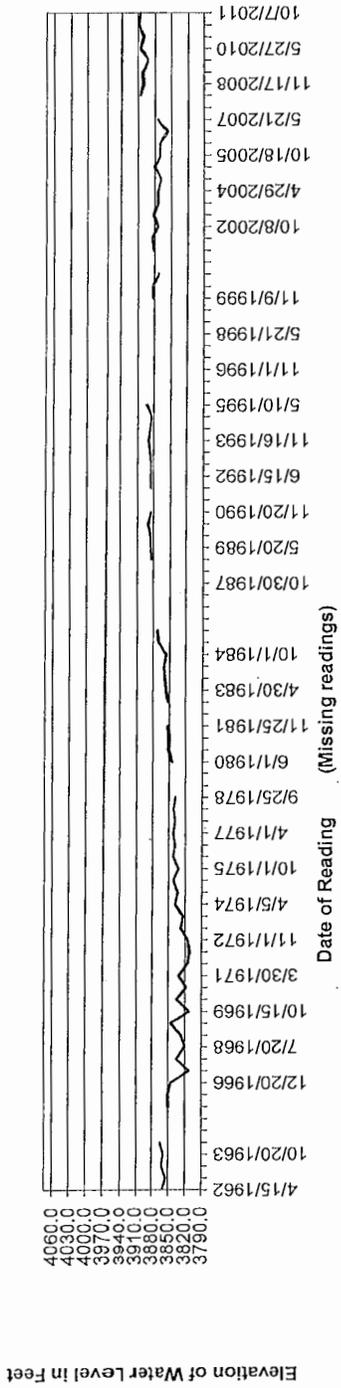
Hydrograph of State Well 32S/33E-20P1 Ground Surface Elevation 3983.5



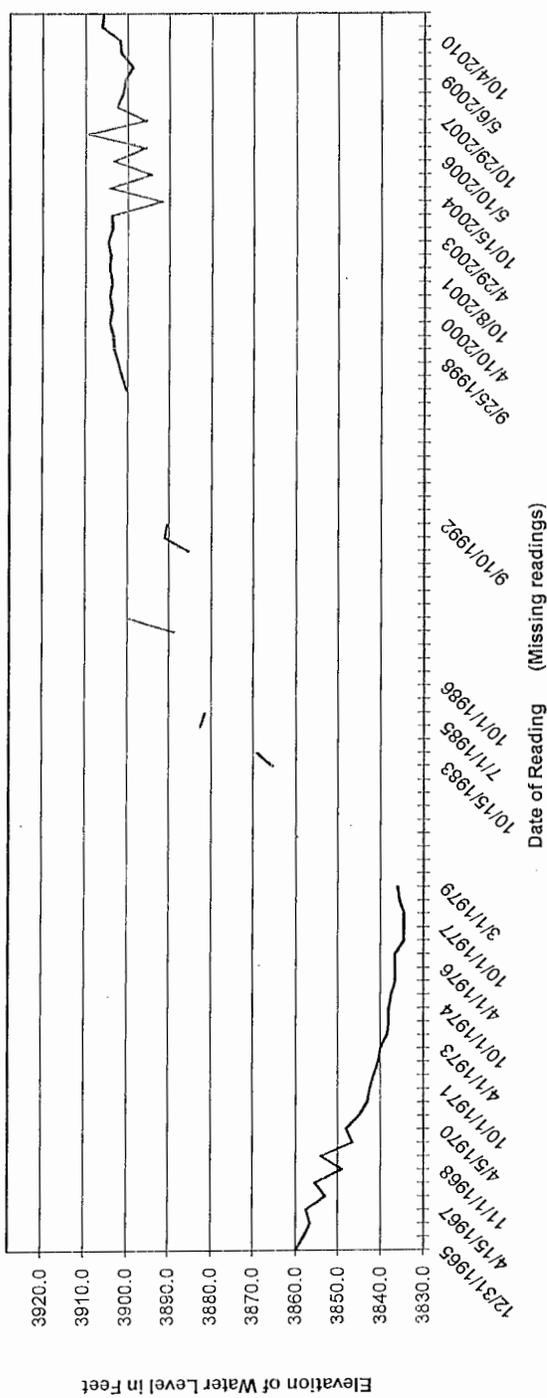
Hydrograph of State Well 32S/33E-21P1 (Continuation of Old State Wells 32S/33E-21E2 & 32S/33E-21L1) Ground Surface Elevation 4030.4'



Hydrograph of Well 32S/33E-28M1 Ground Surface Elevation 4074.5 ft.



Hydrograph of Well 32S/34E-28L2 (Continuation of Old Well 32S/34E-28K1) New Ground Surface Elevation 3924.8 ft.



**\*FIGURE 6. CALCULATION OF STORED WATER CREDIT  
2011 TEHACHAPI BASIN (ACRE FEET)**

	TCCWD			TOTAL	GOLDEN HILLS CSD RECHARGE	CITY OF TEHACHAPI RECHARGE
	RETURN FLOW	RECHARGE				
1. STORED WATER CREDIT (AS OF JAN. 1, 2011)	3,528	1,665	5,193	2,177	866	
2. CONTRIBUTION TO STORAGE FOR TCCWD	26	2,023	2,049	418	200	
3. CONTRIBUTION TO STORAGE FOR OTHERS (ADDED IN EXCHANGE FOR WHEELED WATER)		412	412			
4. EXTRACTION RIGHT 2011 WATER YEAR	3,554	4,100	7,654	2,595	1,066	
5. 2011 EXTRACTIONS	(88)	0	(88)	0	0	
6. SPREADING LOSS		(121)	(121)	(19)		
7. STORED WATER CREDIT (AS OF JAN. 1, 2012)	3,466	3,979	7,445	2,576	1,066	

\*WITHOUT REGARD TO "ANNUAL PUMPING ALLOCATION"



The groundwater model was calibrated by adjusting key hydraulic model parameters until a reasonable match between measured and modeled groundwater levels was achieved at well locations distributed throughout the Model Domain. Once satisfactorily calibrated, the groundwater model was considered ready for evaluating future scenarios in the Basin.

## SCENARIOS

The calibrated groundwater flow model was successfully used to evaluate three future scenarios, each dealing with water supply and demand issues. Sufficient data was not available to evaluate a fourth scenario related to nitrate transport in the Basin. Instead, a groundwater nitrate monitoring program was recommended to eventually generate a sufficient database to properly develop the nitrate transport model. The simulation period for each scenario was from 2005 to 2023. Descriptions and major findings of each scenario are described below.

### Scenario 1

Scenario 1 evaluated the “future baseline conditions” in the Basin. It represented a “no change” future scenario in which water demands are constant year-to-year from 2005 to 2023. Scenario 1 provided a baseline upon which all other scenarios can be compared to assess the impacts of changed conditions on the Basin. Under Scenario 1, anthropogenic groundwater recharge and discharge stresses in the aquifer are constant year-to-year from 2005 to 2023. Anthropogenic recharge consists of intentional recharge for conjunctive use programs, urban and rural domestic wastewater discharges to the subsurface, and agricultural return flows. Anthropogenic discharge consists of groundwater pumping to meet urban, agricultural, rural domestic, and miscellaneous municipal & industrial (M&I) water demands. Scenario 1 also assumes that State Water Project (SWP) deliveries within the Basin are constant for each year from 2005 to 2023 and are the same as those from 2007. Annual natural (i.e., non-anthropogenic) recharge stresses from 2005 to 2023, however, are assumed to be identical to those from 1986 to 2004. In other words, the climate from 1986 to 2004 is assumed to repeat itself from 2005 to 2023. Natural recharge includes deep percolation of precipitation and precipitation runoff in intermittent streams.

Under Scenario 1, groundwater storage decreased by 127 acre-feet (AF) in the Model Domain from 2005 to 2023, for an average storage change of -7 acre-feet per year (AFY). Annual groundwater storage changes varied widely from -1,657 to 4,448 AF. Annual recharge also varied from 3,471 to 9,971 AF. Modeled average annual recharge was 5,317 AF, in comparison to the adjudicated safe yield of 5,500 AFY.

The greatest groundwater level declines in Hydrologic Unit 4 occurred in the vicinities of the two northwest-southeast trending fault zones and generally ranged from 20 to 30 feet. Measurable declines also occurred in Hydrologic Unit 2 along the fault zone and in proximity to wells 32S/33E-19Q1, 32S/33E-19P1, and 32S/33E-30K1. Groundwater level declines there ranged from 10 to 15 feet. Groundwater levels displayed positive changes starting in the middle portion of Hydrologic Unit 2 and increased steadily to rises of about 20 feet along the northwest-southeast trending fault that separates Hydrologic Unit 2 from Hydrologic Unit 3. Groundwater levels within Hydrologic Unit 3 also displayed positive changes of up to 15 feet.



2023, these rate increases resulted in increased local groundwater levels in the Antelope Basin area of 40 feet or more.

Overall, the results of Scenario 2 suggest that despite concomitant increases in annual artificial recharge rates in most years to match annual increases in urban pumping demands, the impact of the 3-year stoppage in SWP water deliveries resulted in localized decreases in groundwater levels that persisted in areas until the end of the simulation period in Fall 2023. Therefore, optimal benefits to groundwater storage from the conjunctive use program may require the development of other artificial recharge areas in addition to the Antelope Basin and the China Hill area. Again, an additional basin might be placed on the north side of the major fault zone that separates Hydrologic Unit 2 from Hydrologic Unit 4. Nevertheless, long-term losses of groundwater storage in the Basin were relatively small with an average change of about -70 AFY. Despite the significant short-term decreases in groundwater storage during the 3-year stoppage of SWP water deliveries, the Basin maintained an overall balance between recharge and discharge over the 19-year simulation period. Given the annual water demands and climate conditions assumed under Scenario 2, a maximum annual SWP delivery of 3,300 AF (i.e., 16.5 percent of the 20,000 AF maximum TCCWD SWP Table A contract amount) appears sufficient to help maintain long-term groundwater levels and storage in the Basin.

### Scenario 3

Scenario 3 was identical to Scenario 2 except that in Scenario 3 we did not assume a stoppage of SWP imports from 2008 to 2010. Therefore, Scenario 3 assumes that increases in pumping from 2005 to 2023 to meet increases in urban water demands are matched each year by concomitant increases in artificial recharge of SWP water in the Antelope Basin.

Under Scenario 3, groundwater storage increased by 5,064 AF in the Model Domain from 2005 to 2023, for an average annual storage change of 267 AFY. Annual groundwater storage changes varied widely from -1,469 to 4,784 AF. Annual recharge also varied from 4,219 to 11,436 AF. Modeled average annual recharge was 6,492 AF, in comparison to the adjudicated safe yield of 5,500 AFY. Again, the increase in average annual recharge compared to Scenario 1 was due to concomitant increases in artificial recharge of SWP water with increases in urban water demands.

The greatest groundwater level declines in Hydrologic Unit 4 occurred in the vicinities of the two northwest-southeast trending fault zones and generally ranged from 10 to 20 feet. Within Hydrologic Unit 2, the greatest groundwater level declines also ranged from 10 to 20 feet and occurred in proximity to production wells 32S/33E-28D, 32S/33E-28J2, and 32S/33E-29R. Over the future simulation period, annual artificial recharge rates in the Antelope Basin increased concomitantly with annual increases in urban water demands by the City and GHCSO. By Fall 2023, these rate increases resulted in increased local groundwater levels in the Antelope Basin area of up to 50 feet. Generally, groundwater level declines by Fall 2023 were less severe under Scenario 3 in comparison to Scenario 2.

Overall, the results of Scenario 3 demonstrate the benefits of maintaining a consistent conjunctive use recharge program in the Antelope Basin for mitigating against potential

#### **IV. CLAIM BY TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT TO RETURN FLOW FROM IMPORTED WATER**

At an adjourned regular meeting on June 13, 1973, the Board of Directors of the Tehachapi-Cummings County Water District adopted its Resolution No. 8-73 entitled "A Resolution of the Board of Directors of Tehachapi-Cummings County Water District Establishing Rates for Water Delivered by said District, Establishing other Charges and Rules and Regulations."

Said Part K of said Resolution remains in full force and effect, and said District's claim reflected in said Part K was affirmed and restated as Part K of the Tehachapi-Cummings County Water District's Resolutions No. 15-76. Part K was amended by Resolution 3-96 and later affirmed and restated as Part K of Resolution 13-09.

Part K of Resolution 13-09 provides in full as follows:

**DISTRICT'S RIGHT IN WASTE, SEEPAGE AND RETURN FLOW.** District has and claims all right, title and interest in and to all return flow into any ground water basin within District's boundaries resulting from water imported by District, along with the right to later recapture or otherwise utilize the same, provided, however, the District does not claim title to return flow from imported water purchased by a public entity from the District which is intentionally spread for storage in a groundwater basin by such public entity pursuant to rules and regulations promulgated therefore by the District acting as Watermaster of any such basin. The District's claim extends to all return flow from water imported by the District, whether from spreading operations by the District, from waste or seepage before any delivery of water by the District, from waste or seepage thereafter, and from percolation after or as a result of use or re-use of imported waters by any water user or other person, except imported water purchased from the District by a public entity which is intentionally spread for storage in a groundwater basin by such public entity pursuant to rules and regulations promulgated by the District acting as Watermaster of any such basin. District hereby expresses its intention to later recapture or otherwise utilize such return flow. Nothing herein shall prevent any person from engaging in drainage or other activities to protect his land or the use thereof from return flow which otherwise would injure or would threaten injury to the enjoyment or utilization of such land.

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

Resolution TW 1-2011

A RESOLUTION OF THE BOARD OF DIRECTORS OF  
TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
ACTING AS WATERMASTER PURSUANT TO THE  
JUDGMENT ENTERED IN *TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT v. CITY OF TEHACHAPI, ET AL.*,  
KERN COUNTY SUPERIOR COURT NO. 97210, AS AMENDED,  
AMENDING AND RESTATING  
RULES AND REGULATIONS FOR WATERMASTER OPERATIONS

A. Recitals.

(i) Paragraph 14 of the judgment heretofore entered in *Tehachapi-Cummings County Water District v. City of Tehachapi, et al.*, Kern County Superior Court No. 97210, as amended (the "judgment"), appointed this District as Watermaster to administer the judgment.

(ii) Paragraph 15(a) of the judgment authorized the Watermaster to adopt and amend from time to time such rules as may be reasonably necessary to carry out its duties, powers and responsibilities under the judgment, any such amendment to be effective 30 days after mailing to parties specified by the Watermaster.

(iii) By Resolution No. TW 1-73, this District, acting as Watermaster, pursuant to the judgment adopted a set of rule and regulations which were amended by Resolution Nos. TW 1-74, TW 1-88, TW 1-92, TW 1-94, TW 1-97, TW 1-2000 and TW1-2010.

(iv) Attached hereto, marked Exhibit "A" and incorporated herein by reference, is a restated set of rules and regulations, incorporating all the prior amendments to the rules and regulations as aforesaid and containing certain minor modifications and amendments which are necessary to enable the District to more effectively carry out its duties, powers and responsibilities as Watermaster pursuant to the judgment.

B. Resolution.

NOW, THEREFORE, be it found, determined, resolved as follows:

1. All the matters set forth in the recitals above are true and correct.
2. The rules and regulations attached hereto and marked Exhibit "A" hereby are adopted pursuant to Paragraph 15(a)(vi) of the judgment, to be effective 30 days after the mailing thereof to the parties to said action or their successors in interest.
3. The adoption of the revised and restated rules and regulations attached hereto as Exhibit "A" shall not excuse any violation of a rule or regulation of the Watermaster

RULES AND REGULATIONS  
OF  
TEHACHAPI BASIN WATERMASTER

1. Offices and Records.

The Watermaster's offices and records shall be maintained at 22901 Banducci Road, Post Office Box 326, Tehachapi, California, telephone number (661) 822-5504. Such records shall be available for inspection by any party or other member of the public during regular business hours of Tehachapi-Cummings County Water District. Copies of such records may be had by any party or member of the public upon payment of the duplication costs thereof.

2. Water Production Measuring Devices.

(a) Each party, subject to the exception stated below in Rule 2(e), shall, at his sole expense, and prior to extracting any ground water from Tehachapi Basin on or after January 1, 1974, install and maintain on each well so extracting a turbine or propeller meter for 1 ½" and larger, or with respect to wells having a discharge of less than 1 ½", a displacement meter. Each meter of less than 4" diameter shall have a totalizer recording in gallons. Each meter of 4" or larger shall have a totalizer recording in acre feet. The meter shall be of a make and model as the Watermaster shall approve in writing. The Watermaster hereby approves of the following makes and models of meters:

ALLOWED MAKES AND MODELS:

McCrometer – Propeller Model for 1 ½" and up only

Sensus – Model SR for 5/8" and 1" Series "W" Turbo for 1 ½" and up

The totalizer on each such meter shall be susceptible to correction only by changing mechanical gear equipment.

(b) Each such meter shall be accessible, shall be installed in a level position where there are at least ten (10) diameters of continuous straight pipe upstream and five diameters of continuous straight pipe downstream from said position, shall be installed so as to provide for a full flow of water for proper accuracy, and shall otherwise be installed according to good design practices. Watermaster personnel shall assist any party having any question as to installation requirements.

(c) No seal on any such well shall be broken without the prior written approval of Watermaster, except only for emergency repairs, in which event the Watermaster shall be immediately notified by telephone and in writing of the time and date on which broken.

(d) The Watermaster, either through its personnel or through an individual contractor or contractors, shall make inspections of required meters at such times and as often as

will employ the best information available to calculate water production with respect to such wells.

(c) If it appears that any meter reading may have been incorrect, the Watermaster may require other information upon which to compute water production and may adjust meter readings by any reasonable method.

#### 4. Water Rights Transfers.

As used herein the word "transfer" includes any conveyance, lease, license or other type of transaction of whatever kind or nature, whereby another person becomes entitled to exercise, for whatever period, any water rights of a party.

##### (a) Procedures on Transfers.

Any transfer of water rights, other than a month-to-month lease of property to which a purely domestic party well water right is appurtenant, shall be in writing and shall:

- (i) Identify the transferor(s) (Seller or Lessor) and the transferee(s) (Buyer or Lessee).
- (ii) Contain the street address or addresses and mailing address or addresses of the transferee(s).
- (iii) Contain substantially the following provision:

"Pumping from the underground, surface diversions, and any water rights involved in this transaction, are subject to the provisions and limitations contained in the Judgment, as amended from time to time, in the case of Tehachapi-Cummings County Water District, etc., Plaintiff, v. City of Tehachapi, et al., Defendants, Kern County Superior Court No. 97210."

- (iv) Recite the quantity of Base Water Rights, in acre feet, transferred, together with substantially the following statement: "Said Base Water Right is subject to the Allowed Pumping Allocation permitted with respect thereto from time to time pursuant to the Judgment as amended from time to time in said cause."
- (v) Be acknowledged in form sufficient for recordation. In order to secure the protection of the California Recording Statutes, Civil Code sections 1213 and 1214, a transfer document should be recorded in Kern County Official Records.

The transferor(s) shall file a copy of the recorded transfer document or, if the transfer document is not recorded, a duplicate original or a copy reproducing signatures of the signatories thereto,

transferred unless a separate duly executed transfer document is filed with the Watermaster as provided in this Rule 4.

(d) Rules of Interpretation in Connection With Transfers.

The following rules shall be applicable to transfers of water rights, and are based on the Judgment as amended. They can be either categorized as such or as conclusive presumptions, but in any event are applicable conclusively. More than one such rule may be applicable to one transaction.

- (i) The Allowed Pumping Allocation permitted with respect to any Base Water Right transferred shall be subject to subsequent upward or downward adjustment by the Court under its reserved jurisdiction, pursuant to the provisions of the judgment as heretofore or hereafter amended. In the event that the instrument of transfer is executed by the transferor prior to or on the date of any amendment to judgment executed by the Court, but the instrument is not effective until a later date, the transferee nonetheless takes subject to the benefits and burdens of such adjustment. All subsequent rules and examples are subject to this rule.<sup>2</sup>
- (ii) Every transfer of a Base Water Right is subject to prior pumping of the Allowed Pumping Allocation pertaining thereto during the calendar year of the transfer, and is subject to reduction of increases of said Allowed Pumping Allocation pursuant to the Judgment as amended on account of prior calendar year over-extractions or carry-overs or other matters. Where a part of a transferor's Base Water Right is transferred, this rule applies proportionately.

Example: A transferor owns 150 acre feet of Base Water Right. A transfer is effectuated on February 15 of a year of 75 acre feet of Base Water Right. In the previous year the transferor over-extracted by 10 acre feet, leaving an Allowed Pumping Allocation for the calendar year in question of 90 acre feet. Prior to the transfer, and in the calendar year thereof, transferor pumped 10 acre feet. While the transferee receives an Allowed Pumping Allocation of 50 acre feet his remaining Allowed Pumping Allocation for the calendar year of the transfer is 40 acre feet.<sup>3</sup>

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<sup>2</sup>All of the ensuing examples are based upon the Allowed Pumping Allocations permitted under the Judgment as amended to the date of promulgation of these amended rules, whereunder the Allowed Pumping Allocation is 2/3rds of the Base Water Right.

<sup>3</sup>If the transferor and transferee wish to reach a different result for the year of transfer, there should be a lease for the year of so much of transferor's remaining Base Water Right as will accomplish the intended result.

provisions set forth in Rule 4(a) above.

(f) Sanctions for Non-Compliance with Rule 4.

If a transferor or a transferee fails to timely file a copy of the transfer document as required above, or the parties to a transfer in any other respect fail to comply with the requirements set forth in this Rule 4, then such transferor and transferee, jointly and severally, shall be liable to the Watermaster for all costs and expenses incurred by the Watermaster, including attorneys fees and court filing fees, in (1) investigating such competing claims, holding public hearings and rendering a decision on such claims and (2) any subsequent legal proceedings, whether filed in Kern County Superior Court Case No. 92710 as an objection to the Watermaster's decision or in a separate legal proceeding.

5. Designees To Receive Future Notice.

(a) Attached hereto, marked **Exhibit "D,"** incorporated herein by reference and hereby adopted is a form by which each party shall designate the person to whom and the address at which all future notices, determinations, requests, demands, objections, reports and other papers and processes to be served upon or delivered to that party are to be so served or delivered pursuant to Paragraph 21 of the Amended Judgment heretofore entered in the subject action. Watermaster shall mail such a form on each party to the action as expeditiously as possible and, within thirty (30) days subsequent to said service, each party shall file a fully executed form with the Court, with proof of service of a copy thereof on Watermaster.

(b) Upon notification of any transfer of water rights, Watermaster shall mail to that transferee the form prescribed in Rule 5(a) hereof. Within thirty (30) days subsequent to said mailing said transferee shall file said form, fully executed, with the Court, with proof of service of a copy thereof on Watermaster.

6. Exchange Pool Reports, Requests and Notices, Forms Therefor.

(a) Attached hereto, marked **Exhibit "E,"** incorporated herein by reference and hereby adopted is a form to be utilized by each exchanger in estimating his agricultural water requirements for each calendar year and in specifying any claim he may have that his being designated an exchanger for the calendar year would result in undue hardship to him. On or before January 20<sup>th</sup> of each calendar year, Watermaster shall mail to each exchanger a copy of said form. Each exchanger shall return his form, fully filled in and executed, to Watermaster on or before February 20 of the calendar year in question.

(b) Attached hereto, marked **Exhibit "F,"** incorporated herein by reference and hereby adopted is a form to be utilized by parties in requesting purchases of exchange pool water for a calendar year. On or before January 20 of each calendar year, Watermaster shall mail to each party anticipated to be an Exchangee a copy of said form. It shall be the responsibility of the party to request the form from the Watermaster in writing prior to the particular January 20, but the Watermaster shall mail the same to any party who was an Exchangee in the prior calendar year and who is not disqualified in the then current calendar year from becoming an

8. **Requests For Permission To Over-Extract.**

Pursuant to Paragraph 13(a) of the Amended Judgment heretofore entered in the subject action, a party who desires to over-extract from Tehachapi Basin during a calendar year an amount exceeding either ten percent (10%) of that party's Allowed Pumping Allocation or 5 acre-feet, whichever is greater, may apply in writing to Watermaster for permission to do so. Any such application shall state the additional amount requested and the reasons for the request. As soon as is reasonably practicable after receiving such an application, Watermaster shall decide whether or not to approve the application and shall provide written mailed notice of said decision to the party in question, which notice shall include any conditions of approval imposed by Watermaster. Watermaster may approve a lesser amount of over-extraction than that amount requested by the party in question. In that regard, Watermaster's written notice shall specify the approved amount of over-extraction.

9. **Requests To Prorate Reduction In Allowed Pumping Allocation.**

Pursuant to Paragraph 13(b) of the Amended Judgment heretofore entered in the subject action, a party may apply in writing to Watermaster for permission to prorate required reductions in Allowed Pumping Allocation due to excessive over-extractions over the two (2) calendar years next succeeding the calendar year in which the excessive over-extractions occurred. Any such application shall state in detail facts indicating that the absence of such a proration will impose an unreasonable hardship on the party in question and shall be made not later than February 10 of the year next succeeding the calendar year in which such excessive pumping occurred. As soon as is practicable after receiving such an application, Watermaster shall decide whether to permit the proration and shall provide written mailed notice of said decision to the party in question.

10. **Effect of Noncompliance by Watermaster With Time Provisions.**

Failure of Watermaster to perform any duty or responsibility or to exercise any power set forth in these rules within a time limitation herein set forth shall not deprive Watermaster of authority to subsequently discharge such duty or responsibility or to subsequently exercise such power, except to the extent that any such failure by Watermaster may have rendered some otherwise required act by a party impossible.

11. **Delegation of Watermaster Functions.**

The performance of each and every duty and function of Watermaster set forth herein and in the Amended Judgment heretofore entered in the subject action other than making determinations in response to an objection to or appeal from a rule, determination, order or finding initially made by Watermaster hereby is delegated to the General Manager of Tehachapi-Cummings County Water District, or in his absence to the Assistant Manager.

18. Artificial Replenishment.

(a) Introduction.

"Artificial replenishment" is the replenishment of the Tehachapi Basin achieved through the spreading of imported water, that is, water brought into the Tehachapi Basin area from a nontributary source by the District, such as State Water Project ("SWP") water. So long as there is sufficient storage space within the Tehachapi Basin for both natural and artificial replenishment and any particular artificial replenishment program does not unreasonably interfere with any other party's rights in the Tehachapi Basin, it is in the best interest of the owners of adjudicated Base Water Rights and the public in general for the Watermaster to encourage artificial replenishment, thereby raising water tables and avoiding the cost of surface reservoir and conveyance facilities. The District owns and operates spreading facilities overlying the Tehachapi Basin and artificially replenishes the Tehachapi Basin with SWP water to supply nonparty domestic well operators having water supply agreements under Rule 20, *supra*, and conjunctive use customers with Term M&I Agreements who take delivery of SWP water in the ground after it has been spread by the District. The Watermaster maintains accurate records of SWP water as it is banked for these customers and as it is extracted by these customers. These records are compiled annually as part of the Watermaster's Annual Report.

In addition to District spreading operations, any person or entity having a water service agreement with the District for imported water may claim the right to later extract imported water purchased from the District and intentionally spread and stored in the Tehachapi Basin provided that such party complies with the following procedures set forth in this Rule 18.

(b) Application.

Any party seeking to spread imported water in its own recharge area and later extract imported water after it has been artificially replenished shall file with the District a Notice of Intent to Engage in Artificial Replenishment in the form attached hereto as **Exhibit "K,"** and shall serve copies of such application upon any party owning a well within one mile of the exterior perimeter of the proposed spreading and extraction locations. In its discretion, the Watermaster may additionally provide copies of such notice to any other interested party. The Watermaster shall set the application for hearing and permit the Applicant and any other interested party to present evidence at the hearing in support or in opposition to the application. Following close of the hearing at either the same or subsequent meeting of the Watermaster, the Watermaster shall render its decision to grant, grant with conditions, or deny the application. Before granting such an application, the Watermaster shall find and determine based upon the evidence submitted that:

- (i) The water proposed to be artificially replenished is imported water as such term is defined in the judgment, that is, imported water purchased from the District and obtained by the District from a source nontributary to the Tehachapi Basin area.

## 20. Non-Party Domestic Wells.

An owner of a parcel overlying the Tehachapi Basin, but outside of the service area of a public water system, as defined in section 116275 of the Health and Safety Code, who is not a party or a successor of a party in Case No. 97210, may nevertheless pump State Water Project ("SWP") water, intentionally spread by the District in the Tehachapi Basin for his account, for domestic use on such parcel provided such owner signs and submits to the District, and the District accepts, an "Application and Agreement for Water Supply (Delivered Through Non-Party Domestic Well - Tehachapi Basin)" substantially in the form attached hereto as **Exhibit "L."** During the first five years after pumping begins under the Agreement, the Applicant shall be required to establish, pay for and maintain throughout the balance of the term of the Agreement a reserve account of recharged SWP water in the Tehachapi Basin equal to the Applicant's actual usage, as metered, during the first five years after pumping begins under the Agreement. The District shall recharge into the Tehachapi Basin during such five years an amount of SWP water equal to twice the Applicant's metered pumping. Throughout the balance of the term of the Agreement, the District shall recharge sufficient SWP water in the Tehachapi Basin to offset the Applicant's pumping, as metered.

The new Exhibit "L," referred to in the above new Rule 20, is attached hereto.

	Date Read / Meter Reading
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\_\_\_\_\_  
Signature

Exhibit A

Date Read / Meter Reading	

\_\_\_\_\_  
Date

TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHTS

For a valuable consideration, receipt of which is hereby acknowledged \_\_\_\_\_, (“Assignor”), does hereby assign and transfer to \_\_\_\_\_, (“Assignee”), for a period of \_\_\_\_\_ months commencing on \_\_\_\_\_, and terminating on \_\_\_\_\_, the quantity of \_\_\_\_\_ acre feet of base water rights and \_\_\_\_\_ acre feet of allowed pumping allocation adjudicated to Assignor or his predecessor in the judgment in the case of *Tehachapi-Cummings County Water District v. City of Tehachapi, et al.*, Kern County Superior Court No. 97210.

Said assignment is made upon the following conditions:

- (1) Pumping from the underground, surface divisions, and any water rights involved in this transaction are subject to the provisions and limitations contained in the judgment as amended from time to time in the above-referenced case.
- (2) Assignee shall put all waters utilized pursuant to said transfer to reasonable beneficial use; and
- (3) Assignee shall pay all Watermaster charges and assessments on account of the water production hereby assigned or leased.

Date: \_\_\_\_\_

ASSIGNOR

ASSIGNEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH ACKNOWLEDGMENT)

A true copy hereof must be filed with Watermaster within 15 days of execution.

EXHIBIT C

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the above-entitled action.

Dated: \_\_\_\_\_

PA376.00 - TCCWD - General Rules & Regs \ Exhibit D - Designation for Future Notices.doc

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

Request to Purchase Exchange Pool Water During 20

Pursuant to Paragraph 16(e) of the Amended Judgment in *Tehachapi-Cummings County Water District v. City of Tehachapi*, Kern County Superior Court No. 97210, \_\_\_\_\_ hereby requests that he/she be allowed to purchase \_\_\_\_\_ acre feet of exchange pool water during the calendar year 20\_\_\_\_.

It is estimated that \_\_\_\_\_ will require during 20\_\_\_\_ acre feet of water in excess of allowed pumping allocation for that year.

Any exchange pool water purchased pursuant to this request shall be utilized as follows:

<u>Use</u>	<u>Location</u>	<u>Amount</u> (in acre feet)
Agricultural		
Municipal and Industrial		

\_\_\_\_\_ hereby offers to pay to the Tehachapi Basin Watermaster the Exchange Pool price for each acre foot requested hereby as computed in accordance with the provisions of the Amended Judgment in the above-referenced case. Upon notification from the Watermaster pursuant to Paragraph 16(g) of said Judgment this offer shall constitute an agreement to so pay.

(Provide the following information only if applicable.)

The lands upon which the water hereby requested is to be used for agricultural purposes is in such proximity to the imported water pipeline of Tehachapi-Cummings

EXHIBIT F

Page 1 of 2

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

Notice of Designation as Exchangor  
for the Calendar Year 20\_\_

TO: \_\_\_\_\_

Please take notice that pursuant to the provisions of Paragraph 16(f) of the amended Judgment in *Tehachapi-Cummings County Water District v. City of Tehachapi, et al.*, Kern County Superior Court No. 97210, you have been selected as and designated an exchangor for the calendar year 20\_\_.

You also are hereby notified that if such facilities do not now exist, upon your application to Tehachapi-Cummings County Water District for water service, said District will install at its expense a connection which will enable you to take imported water at a location on your property as will enable you to effectively distribute that water through any existing distribution system.

You hereby are further notified that you are required to reduce your pumping below your otherwise allowed pumping allocation for 20\_\_ by \_\_\_\_\_ acre feet.

Finally, please take notice that your payments with respect to your required subscription as an exchangor for the calendar year 20\_\_ shall be at the rate of \_\_\_\_\_ for each acre foot of imported water taken. Said rate has been computed in accordance with the provisions of Paragraph 16(h) of the above-referenced Judgment as amended. Payments shall be made directly to Tehachapi-Cummings County Water District within the time prescribed by and in accordance with said District's effective rules and regulations.

TEHACHAPI BASIN WATERMASTER

By \_\_\_\_\_

Date \_\_\_\_\_

Water District on or before the last day of April 20\_\_ and on or before the last day of each five (5) succeeding calendar months to and inclusive of September 20\_\_.

TEHACHAPI BASIN WATERMASTER

By \_\_\_\_\_

Date \_\_\_\_\_

F:\37500 - TCCWD - General\Rules&Regs\Exhibit H - Notice of Honoring Request to Purchase Exch Pool Water.doc

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making any diversions of surface waters from within Tehachapi Basin Watershed.

Special provisions applying to Intervenor are:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

The Court will consider the proposed Order confirming said Intervention at

\_\_\_\_\_ o'clock \_\_\_ M. on \_\_\_\_\_, 20\_\_\_, in Department \_\_\_ located at

\_\_\_\_\_.

Dated: \_\_\_\_\_

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

By \_\_\_\_\_  
Watermaster

Dated: \_\_\_\_\_

INTERVENOR

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

(Each Order will be specially drafted)

F:\376.00 - FCCWD - General\Rules&Regs\Exhibit I - Stipulation Re Intervention After Judgment.doc

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\_\_\_\_\_  
Street address and post office box, if any

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone number (including area code)

3. Pursuant to Paragraph 21 of the Amendment to Judgment filed November 20, 1973, all matters set forth in said Paragraph 21 shall be mailed to B (or otherwise delivered or served at the address in Paragraph 2.

4. Plaintiff joins in this stipulation.

Dated:

(To be executed on behalf of the transferor, the transferee and the plaintiff. If any party has an attorney of record, it must be executed by that attorney. The form can be modified for a total substitution but normally plaintiff will want to retain Court jurisdiction over the transferor if he remains on or owns land in the Tehachapi area.)

FA376.00 - TCCWD - General\Rules&Regs\Exhibit J - Stipulation Re Partial Substitution.doc

5. Intended Uses of Extracted Water.

The undersigned intends to use artificially replenished imported water following extraction for the following purposes:

[insert purposes].

6. Permits.

The names, addresses and contact persons for other governmental agencies having jurisdiction over the proposed project are:

<u>Name of Agency</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone #</u>
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Copies of any permits issued by such agencies are collectively attached hereto as **Exhibit 4**.

Dated: \_\_\_\_\_, 20\_\_

[Name of Applicant]

By \_\_\_\_\_  
[Name of Authorized Officer or Agent]

**VERIFICATION**

The undersigned declares that he is the [insert title] of [insert name of applicant] and is authorized to execute the above notice pursuant to a minute order or resolution of the Board of Directors of [insert name of applicant] duly adopted on [insert date], that he has read the foregoing Notice of Intent and declares under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_, 20\_\_.

EXHIBIT K  
Page 2 of 2

5. The District will read Applicant's meter monthly and bill Applicant on or before the tenth day of the following month. Such statement shall be immediately due and payable and shall become delinquent if not paid by the 28th day of the month. Applicant acknowledges receipt of a copy of District's Rules and Regulations for the Sale, Use and Distribution of Water which are incorporated herein by reference. Applicant's attention is especially invited to Parts F, G and H thereof governing billing, payment and Applicant's responsibility for treatment. Water sold hereunder is untreated and the District disclaims any warranty or representation of its potability and its suitability for any use. Further, the District makes no representations or warranties as to whether a water well can be drilled on the Parcel and successfully completed or as to the quality and quantity of water which may be pumped from Applicant's well.

6. Applicant grants the District an irrevocable license for the term of this Agreement to enter the Parcel to install and read the meter and, in the event of non-payment or other breach hereof, remove the meter and render Applicant's well inoperative.

7. The term of this Agreement shall commence upon the date this Application is accepted by the District and shall terminate (a) when the parcel can be connected to a public water system, as such term is defined in section 116275 of the Health and Safety Code, in which event Applicant shall connect to such system and shall abandon the well in accordance with law, or (b) upon Applicant's purchase of adjudicated groundwater rights in the Tehachapi Basin sufficient to meet Applicant's reasonable requirements, whichever (a) or (b) occurs first.

8. Upon proof satisfactory to the District that the Parcel is connected to a public water system and Applicant's well has been properly abandoned, the District shall refund to the owner of the Parcel the amount paid by the Applicant to establish the reserve account. If this Agreement terminates because the Applicant or his successor in ownership of the Parcel has acquired sufficient adjudicated groundwater rights to meet the Parcel's reasonable requirements for water, then the District, as Watermaster of the Tehachapi Basin, shall add one-fifth of the reserve account to the Parcel's Allowed Pumping Allocation for five successive calendar years, beginning with the calendar year in which such adjudicated rights are acquired, provided, however, the Applicant shall be deemed to have pumped first his Allowed Pumping Allocation before such one-fifth share of the reserve account and further provided, however, there shall be no carry-over of un-pumped reserve account water from year to year.

9. This Agreement shall bind Applicant's successors and assigns in ownership of the Parcel and shall "run" with the Parcel. The District may record this Agreement in the Official Records of Kern County.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Applicant's Name:

\_\_\_\_\_  
Print Applicant's Name:

Attachment: Copy of Applicant's Deed is  
Exhibit A

**VI. MATTERS IN THIS REPORT CONSTITUTING  
WRITTEN FINDINGS OR DETERMINATIONS**

The following matters, statements, and facts contained in this Report hereby are stated and declared to be and shall be considered to be findings, determinations, and orders of the Watermaster as provided for in subparagraph (c) or paragraph 15 of the Amendment to Judgment entered in Case No. 97210, as amended:

- a. All statements and facts contained in Section II of this Report including, but not limited to, those statements and facts contained in Tables 1, 2, and 3, excluding transfers of water rights, if any, of which Watermaster is unaware and which therefore are not reflected in said Tables 1, 2, and 3;
- b. All statements and facts contained in Section III of this Report including, but not limited to, those statements and facts contained in Figures 1, 4(a), 4(b), 4(c), 4(d), 4(e), 4(f), and Figures 5 and 6;
- c. All statements and facts contained in Section IV and V.
- d. The amended and restated rules and regulations for Watermaster operations set forth as Figure 8.

This thirty-eighth annual report is submitted by the Tehachapi-Cummings County Water District as Watermaster for the Tehachapi Basin.

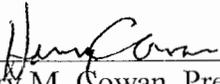
Dated: April 4, 2012

by: Harry M. Cowan, President

by: John A. Martin,  
General Manager

Assimilation of data and preparation:

by: Lori A. Bunn,  
Secretary/Office Manager

  
\_\_\_\_\_  
Harry M. Cowan, President

  
\_\_\_\_\_  
John A. Martin, General Manager

Appendix 1.3-B  
Tehachapi Basin Court Judgments

Tehachapi Basin

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RECORDED MARCH 23, 1971  
Book 226  
Page 55

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN

TEHACHAPI-CUMMINGS COUNTY WATER )  
DISTRICT, a body corporate and )  
politic, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
CITY OF TEHACHAPI, a municipal corporation, )  
LEATTA M. ANDERSON, LESTER J. ANDERSON, FRANK )  
ARMSTRONG, PHYLLIS ARMSTRONG, ESTHER ASHE, )  
SAM ASHE, ASHTOWN WATER COMPANY, a corporation; )  
BAKERSFIELD PRODUCTION CREDIT ASSOCIATION, as )  
Trustee under deed of trust; BANK OF AMERICA, )  
as Trustee under deeds of trust; ALVERDA )  
BASSLER, GEORGE BASSLER, LEROY BASSLER, )  
MARGARET BASSLER, ALLENE E. BECKHAM, CLYDE )  
BECKHAM, CHRISTOPHER BREVIDORE, IDA BREVIDORE, )  
J. G. BISBEE, BOISE-CASCADE PROPERTIES OF )  
DELAWARE, INC., a corporation (formerly known )  
as Pacific Cascade Land Company), JOHN SPOOR )  
BROOME, HASKELL BRUMMETT, DWANA M. BRUMMETT, )  
BETTY JEAN BURGEIS, DONALD R. BURGEIS, KEITH )  
F. BURINGTON, PATRICIA M. BURINGTON, MORRIS )  
BURTON, VIRGINIA ELLEN BURTON, CLINTON A. BUSH, )  
EVELYN BUSH, CALIFORNIA PROPERTIES FUND, )  
CALIFORNIA RECONVEYANCE COMPANY, a corporation, )  
(successor in interest to Sierra Reconveyance )  
Company, a corporation), DON I. CARROLL, )  
GERTRUDE D. CARROLL, CUS CAZACUS; CHARLES )  
WEST RANCHES, INC., as trustee under deed of )  
trust; BEN CHATOFF, EDGAR G. CHRISTIE, JOHN )  
O. CHRISTOPHER, VIRGINIA E. CHRISTOPHER, )  
HENRY D. CHURCH, MAXINE CHURCH, LEWIS A. )  
COLVIN, NAN L. COLVIN; CONSOLIDATED ESCROW )  
COMPANY, as Trustee under deed of trust; )  
CORPORATION OF AMERICA, as Trustee under deeds )  
of trust; MAX THELEN, JR., WELLS FARGO BANK )  
and I. W. HELLMAN all as Co-Trustees of the )  
S. H. COWELL FOUNDATION; JOHN D. COYNE, CHARLES )  
DAVIS, MARGIE L. DAVIS, DEPARTMENT OF VETERANS )  
AFFAIRS OF THE STATE OF CALIFORNIA; ALEX )  
DEUTSCH, as Trustee for the GINA ELIZABETH )

NO. 97210  
JUDGMENT

1 DEUTSCH Age 21 Trust; ALEX DEUTSCH, as Trustee )  
for the KRISTINE LOOF DEUTSCH Age 21 Trust; RAY )  
2 DICKINSON, ANNA L. DUGAN, PRESTON DUGAN, VERNE )  
DUPONT, LEWIS M. DYE, SR.; EAST KERN ESCROW )  
3 COMPANY, as Trustee under deeds of trust; NOLA )  
ELLSWORTH, REX ELLSWORTH; EQUITABLE TRUST )  
4 COMPANY, a corporation, as Trustee under deeds )  
of trust; LANCE ESTES, MAUDE M. FARRAR, ALAN M. )  
5 FIELDS, MARDELL S. FIELDS; FIRST AMERICAN TITLE )  
6 COMPANY, a corporation, as Trustee under deed )  
of trust; FIRST WESTERN BANK & TRUST COMPANY, )  
7 ROSE B. FORD, W. J. FORD, DOROTHY FOSTER, LEWIS )  
FOSTER, JULIA FOTIS, WILLIAM FOTIS, BILLIE J. )  
8 FOWLER, EDMOND FOWLER, KENNETH FREDERICK, FRED- )  
LITE BLOCKS, INC., a corporation, BETTY LOU )  
9 FREEMAN, ROBERT B. FREEMAN, JR., EMIL FRIETAG, )  
ESTHER M. FRIETAG, ALVIN GARY, WILMA J. GARY, )  
LORENE GILREATH, SIDNEY GILREATH, DOMENICO )  
10 GIRAUDO, KATHLEEN GOEBEL, LOUIS GOEBEL, GOLDEN )  
HILLS COMMUNITY SERVICES DISTRICT, a body cor- )  
11 porate and politic, GOLDEN OAKS, LTD., a limited )  
partnership; BANK OF CALIFORNIA, as Trustee for )  
12 GOLDEN OAKS, LTD., a limited partnership; FRANK )  
GOODRICK, MONETA M. GOODRICK, JOHN GORDEAN, )  
13 GRAND OAKS LAND COMPANY, a corporation, GRAND )  
OAKS WATER COMPANY, a corporation, JAMES GREENE, )  
14 HELEN GRIND, R. E. GRIND, J. C. HACKETT, HENRY )  
B. HAND, FRED W. HARRIS, GOLDIE HARRIS, AVIS E. )  
15 HAUN, THEODORE H. HAUN; GRANT D. SULLIVAN and )  
MORTIMER J. SULLIVAN as Co-trustees under Will )  
16 of PERCY J. HAYES; RUTH HEDBERG, W. C. HEDBERG, )  
GRACE B. HEDGE, HAROLD HEDGE, ALICE HEMPHILL, )  
17 HERB HEMPHILL; HERITAGE INVESTMENT CO., as )  
Trustee under deed of trust; BEATRICE HERNANDEZ, )  
18 F. G. HERNANDEZ, CHARLIE J. HONEYCUTT, KATHRYN )  
HONEYCUTT, JACK C. IRIART; JACK R. IRIART, ap- )  
19 appearing by and through his guardian ad litem JACK )  
C. IRIART; JOAQUINA IRIART, RONALD IRIART, JACOB- )  
20 SEN BROS. TURF FARMS, INC., a corporation, JACOB- )  
SEN ORCHARDS, INC., a corporation, THOMAS JAMES; )  
21 GERTRUDE T. HALL, COLIN HOUSTON, ARTHUR W. KIRK and )  
RUTH W. WEST, as Co-trustees of the trust in the IDA )  
22 MAY JAMESON ESTATE; BARBARA A. JOHNSON, EVA L. JOHN- )  
SON, JOHN JOHNSON, WARREN D. JOHNSON, ELMER F. JURY, )  
23 aka E. F. JURY, MADELINE A. JURY, EARL E. KARNER, )  
EDITH KARNER, ROBERT W. KARPE, PHYLLIS J. KARPE, )  
24 ALICE R. KEEL, SIMON KEEL; KERN COUNTY TITLE )  
COMPANY, as Trustee under deeds of trust; GLEN )  
25 KILLINGSWORTH, MILDRED KILLINGSWORTH, MARION )  
KILLINGSWORTH, DORA KILLINGSWORTH, BESSIE )  
26 KOUTROULIS, ERIC J. KRAGENBRINK, MARGARET )  
KRAGENBRINK; LA CIENEGA ESCROW COMPANY, as )  
27 Trustee under deed of trust; L. F. LAKE, LORETTA )  
LAKE, BETTE LAMB, aka ELIZABETH LOUISE LAMB; )  
28 ELIZABETH LOUISE LAMB as Executrix of the Estate )  
of J. O. LAMB, deceased; LILLIAN LEES, SPENCER )  
29 LEES, A. F. LEIVA, MARGARET LEIVA, IDONNA LEIVA, )  
JOSEPH LEIVA, VERNE D. LOHMAN, CLAYTON LUCKNER, )  
30 RENA LUCKNER, FLOSSIE M. LUTGE, HAROLD T. LUTGE, )  
HELEN LUTGE, LYNCH-ESTES COMPANY, a corporation, )  
31 BEVERLY MAHER, JAMES F. MAHER, DOROTHY MARBLE, )  
HERB MARBLE, CLARA MARIGOLD, LEE MARIGOLD, ANITA )  
32 F. MARTIN, C. L. MARTIN, METTLER & ARMSTRONG, a )

1 partnership, BYRON MERCHANT, CHARLES METZLER, )  
MARGARET METZLER, MINARET INVESTMENTS, INC., )  
2 a corporation, MOJAVE PUBLIC UTILITY DISTRICT, )  
a body corporate and politic, MONOLITH PORT- )  
3 LAND CEMENT COMPANY, a corporation, MARY )  
ALICE MONROE, ROBERT MONROE, MOTOR CENTER, )  
4 a corporation, EARL MURRAY, EMALINE MUSSA, )  
IRMA NORIEGA, JOSEPH F. NORIEGA, O. D. ODIN, )  
5 RUTH M. ODIN, JEAN B. OHANNESON, JOHN G. )  
OHANNESON, FRED S. OKEN, OKEN PROPERTIES, )  
6 INC., PACIFIC PROPERTIES FUND, a limited )  
partnership, FRED D. PATTERSON, LAVIECE )  
7 PATTERSON, AGNES PEARSON, E. H. PEARSON, )  
EDITH PETRIE, ROBERT PETRIE, EDNA C. PEY- )  
8 TON, HUGH J. PEYTON, SUSAN PHILLIPS, PINE )  
CANYON RANCHOS, a partnership, CHARLES )  
9 POMEROY, BARBARA L. POMEROY, CHARLES )  
POWELL, ELIZABETH POWELL, JOSEPH D. )  
10 PRINTUP, ANNE REAVES, LAVONIA REEVES, )  
WILLIAM REEVES, JOHN C. REAVES, JR., )  
11 ALICE KNOX REISWIG, R. JAMES REISWIG, )  
VIRGINIA RICKETT, WILBUR RICKETT, JEFFERSON )  
12 ROBBINS, LILLIAN ROBBINS, WILLIAM ROBINSON )  
aka WILLIAM ROBISON, IMOGENE ROBINSON aka )  
13 IMOGENE ROBISON, ALBERT ROSEN; ALBERT ROSEN, )  
Trustee for the ALBERT ROSEN and RITA ROSEN )  
14 TRUST No. 1, for MARTIN E. ROSEN, Trust of )  
September 2, 1964; ALBERT ROSEN, Trustee )  
15 for the ALBERT ROSEN and RITA ROSEN TRUST )  
No. 2, for BRUCE E. ROSEN, Trust of Sep- )  
16 tember 2, 1964; ALBERT ROSEN, Trustee for )  
the ALBERT ROSEN and RITA ROSEN TRUST No. )  
17 3, for SHEILA I. ROSEN, Trust of September )  
2, 1964; RITA ROSEN, FRANK RUFF, RUTH )  
18 RUFF, MELVIN RUFF, FRANCES RUFF, S. A. )  
CAMP GINNING COMPANY, as Trustee under )  
19 deed of trust, SVH INVESTMENTS, a cor- )  
poration, SAND CANYON PROPERTIES, a part- )  
20 nership, ELVIN SANDERS, JUANITA SANDERS, )  
HAROLD SCHLOTTHAUER, MADGE Q. SCHLOTTHAUER, )  
21 ALBERT SCHMIDT, ETHEL E. SCHMIDT, ERNEST )  
SCHNAIDT, HAROLD SCHNAIDT, SCHULTZ ENTER- )  
22 PRISES, a corporation, ROBERT SCHULTZ, )  
LEON SCHWARTZ; LEON SCHWARTZ, Trustee )  
23 for the LEON SCHWARTZ TRUST No. 1; LEON )  
SCHWARTZ, Trustee for the LEON SCHWARTZ )  
24 TRUST No. 2; CHESTER SCOTT, NOREEN SCOTT, )  
FRED SEAMEN; SECURITY FIRST NATIONAL BANK )  
25 & TRUST COMPANY, as Trustee under deed of )  
Trust; SECURITY TITLE COMPANY, as Trustee )  
26 under deeds of trust; ALICE CAZACUS )  
SEEGER, SHASTA LANDS, a joint venture, )  
27 WILLIAM SHERMAN, ALLAN W. SMALL, WINI- )  
FRED SMALL, DESSIE SMITH, EVELYN SMITH, )  
28 SOUTHERN PACIFIC TRANSPORTATION COMPANY )  
(formerly Southern Pacific Railroad Com- )  
29 pany), a corporation, SPENCER CALIFORNIA, )  
a corporation, VAUGHN SQUIRES, VIVIAN )  
30 SQUIRES, DANIEL C. STEELMAN, PAULETTE C. )  
STEELMAN, DANIEL J. STERNAD, EDNA E. )  
31 STERNAD, DARRELL STEVENS, LOUISE E. )  
STEVENS, GIDEON STREYLE, MARIE STREYLE, )  
32 SUBSTANTIAL ESCROW COMPANY, a corporation, )

1 COZETTE SULLIVAN, GRANT SULLIVAN, )  
MORTIMER SULLIVAN, SUSAN SULLIVAN, )  
2 SUMMIT LIME COMPANY, a corporation, )  
G. M. SUMMY, NITA SUMMY, ANN B. SYDNOR, )  
3 aka ANN B. SNYDER, WILLIAM D. SYDNOR, )  
aka WILLIAM D. SNYDER, TECHNOLOGY )  
4 DEVELOPMENT, INC., a corporation, )  
TEHACHAPI LUMBER COMPANY, a corpora- )  
5 tion, TEHACHAPI MOUNTAIN LAND AND )  
ORCHARD CO., a corporation, TEHACHAPI )  
6 ORCHARDS, INC., a corporation, TEHA- )  
CHAPI PUBLIC CEMETERY DISTRICT, a )  
7 political subdivision, TEHACHAPI )  
UNIFIED SCHOOL DISTRICT, MANUEL )  
8 TERRAZAS, MARIA TERRAZAS; TITLE )  
INSURANCE & TRUST COMPANY, as Trustee )  
9 under deeds of trust; EDWARD L. TOMPKINS )  
HELEN TOMPKINS; TRANSAMERICA TITLE )  
10 COMPANY, as Trustee under deeds of )  
trust; ENDELVA TROY, VINCENT J. TROY, )  
11 TUMBLIN COMPANY, a partnership, MALI )  
TUMBLIN aka AMELIA TUMBLIN, C. R. )  
12 TUMBLIN; UNITED CALIFORNIA BANK, as )  
Trustee under deed of trust; RICHARD )  
13 VAN BURKLEE, DICK VANDER MAYDEN, OPAL )  
L. VANDER MAYDEN, MURIEL VAN MATRE, )  
14 V. A. VAN MATRE, EDWIN J. VAN ZANDT, )  
JENNIE B. VAN ZANDT, BARBARA G. VON )  
15 PLATEN, W. G. VON PLATEN, JEWELL )  
VUKICH, PETE VUKICH, JEROME WARNER, )  
16 LAURA WARNER, WASCO DEVELOPMENT COM- )  
PANY, a partnership, NORMAN WEINTRAUB, )  
17 EMMA WELDEN aka ERMA WELDEN, HOWARD )  
WELDEN, WEST TEHACHAPI MUTUAL WATER )  
18 COMPANY, a corporation, M. R. WHITE, )  
MILDRED WHITE, WHITE OAK KNOLLS WATER )  
19 CORPORATION, a corporation, HARRY )  
WEITSMA, EDWARD M. WIGGINS, MARY )  
20 ELLEN WIGGINS, ALEX WILLIAMSON, DANIEL )  
WILLIAMSON, THOMAS WILLIAMSON, ASA Z. )  
21 WILSON, ESTHER M. WILSON, LORA M. )  
WOODS, ELLIOTT S. WYMAN, ROSALIE J. )  
22 WYMAN, LOUISE YEAGER aka LOUISE MON- )  
TOT, ILLA YRIBARREN, LOUIS YRIBARREN, )  
23 ALBERT ZDENEK, MARILEE ZDENEK. )  
24 )  
25 )  
26 )  
27 )  
28 )  
29 )  
30 )  
31 )  
32 )

1           The above entitled action duly and regularly came on  
2 for trial on November 23, 1970 at 9:30 o'clock A.M. in Department  
3 6 of the above entitled court, before the Honorable Jay R.  
4 Ballantyne, Judge specially assigned, having been duly transferred  
5 thereto from Department 1 of said Court the matter having trailed  
6 therein from the date originally assigned for trial namely  
7 November 16, 1970. Plaintiff was represented through its attorneys  
8 Martin E. Whelan, Jr., Inc. and Martin E. Whelan, Jr.. Certain of  
9 the defendants were represented through their respective attorneys  
10 as shown on the daily records prepared by the Clerk. The defaults  
11 of all defendants who did not enter appearances in the action had  
12 theretofore been entered. Notice of trial was theretofore  
13 properly and timely given. Evidence oral and documentary was  
14 received on November 23, 24, 25, 30 and December 1, 1970 and the  
15 trial concluded and the matter submitted on December 2, 1970.

16           In connection with the following Judgment, the follow-  
17 ing terms, words, phrases and clauses are used by the Court with  
18 the following meanings:

19           "Artificial Replenishment" is the replenishment of a  
20 basin achieved through the spreading of imported water which per-  
21 colates into said basin.

22           "Base Water Right" is the highest continuous extractions  
23 of water by a party from Tehachapi Basin for a beneficial use in  
24 any period of five consecutive years after the commencement of  
25 overdraft in Tehachapi Basin as to which there has been no cessa-  
26 tion of use by that party during any subsequent period of five  
27 consecutive years, both prior to the commencement of this action.  
28 As employed in the above definition, the words "extractions of  
29 water by a party" and "cessation of use by that party" include  
30 such extractions and cessations by any predecessor or predecessors  
31 in interest.

32           "Calendar Year" is the twelve month period commencing

1 January 1 of each year and ending December 31 of each year.

2           "Extraction", "Extractions", "Extracting", "Extracted",  
3 and other variations of the same noun and verb, mean pumping,  
4 taking or withdrawing ground water by any manner or means whatso-  
5 ever from Tehachapi Basin.

6           "Imported Water" means water which may be brought into  
7 Tehachapi Basin Area from a nontributary source by the Plaintiff  
8 DISTRICT.

9           "Natural Replenishment" means and includes all processes  
10 other than "Artificial Replenishment" by which water may become a  
11 part of the ground water supply of Tehachapi Basin, including  
12 return from applied waters.

13           "Natural Safe Yield" is the maximum quantity of ground  
14 water, not in excess of the long term average annual Natural Re-  
15 plenishment, which may be extracted annually from Tehachapi Basin  
16 without eventual depletion thereof or without otherwise causing  
17 eventual permanent damage to Tehachapi Basin as a source of ground  
18 water for beneficial use, said maximum quantity being determined  
19 without reference to such Artificial Replenishment of Tehachapi  
20 Basin as might be accomplished from time to time.

21           "Overdraft" is that condition of a ground water basin  
22 resulting from extractions in any given annual period or periods  
23 in excess of the long term average annual Natural Replenishment,  
24 or in excess of that lesser quantity which may be extracted  
25 annually without otherwise causing eventual permanent damage  
26 to the basin.

27           "Party" means a party to this action. Whenever the term  
28 "party" is used in connection with a quantitative water right,  
29 or any quantitative right, privilege or obligation, it shall  
30 be deemed to refer collectively to those parties to whom are  
31 attributed a Base Water Right in Appendix "6" to the Findings  
32 of Fact and Conclusions of law.

1           "Person" or "persons" includes individuals, partner-  
2 ships, associations, governmental agencies and corporations,  
3 and any and all types of entities.

4           "Sand Canyon Area" is that portion of Tehachapi Area  
5 not within Tehachapi Basin Area.

6           "Surface Diversion" is a diversion of waters flowing  
7 on the surface within Tehachapi Basin Watershed (including Teha-  
8 chapi Basin Area) which diversion is made principally for use  
9 of the water or storage for future use, and not primarily  
10 for some other purpose, e.g., flood control, drainage. "Use"  
11 includes impounding of water for aesthetic or recreational  
12 purposes. Notwithstanding the above, nothing in this definition  
13 or document contained shall be deemed to contain within "surface  
14 diversion" any diversion of surface waters for riparian uses  
15 on riparian lands.

JRB 16           "Tehachapi Area" consists of the territory within the  
17 exterior boundaries set forth in Appendix "1" to this Judgment,  
18 made a part hereof by reference.

19           "Tehachapi Basin" is that certain ground water basin  
20 underlying "Tehachapi Basin Area".

21           "Tehachapi Basin Area" consists of the territory within  
22 the boundaries set forth in Appendix "2" to this Judgment, made  
23 a part hereof by reference.

24           "Tehachapi Basin Watershed" is that territory constitut-  
25 ing the watershed of Tehachapi Basin and is that territory within  
26 the boundaries set forth in Appendix "3" to this Judgment, made  
27 a part hereof by reference.

28           "Water" includes only non-saline water, which is that  
29 having less than 1,000 parts of chlorides to 1,000,000 parts of  
30 water.

31           "Water Year" is the twelve month period commencing  
32 October 1 of each year and ending September 30 of the following

1 year.

2 In those instances where any of the above defined words,  
3 terms, phrases or clauses are utilized in the definition of any  
4 of the other above defined words, terms, phrases and clauses,  
5 such use is with the same meaning as is above set forth.

6 The Court having made its Findings of Fact and Conclu-  
7 sions of Law herein:

8 NOW, THEREFORE, IT IS ORDERED, DECLARED, ADJUDGED  
9 AND DECREED AS FOLLOWS:

10 1. Declaration and Determination of Water Rights  
11 of Parties\*

12 Each party whose name is hereinafter set forth in  
13 the tabulation at the end of paragraph 1 of this Judgment and  
14 after whose name there appears under the column "Base Water  
15 Right" a figure, is the owner of and has the right annually to  
16 extract ground water from Tehachapi Basin for beneficial use in  
17 the quantity in acre-feet so set forth after that party's name  
18 under said column "Base Water Right". Wherever in that tabulation  
19 there appears the name of a party in parenthesis after the name  
20 of another party, the first such party has an interest in the  
21 Base Water Right of the other party of the nature, if any, listed  
22 within said parenthesis. All of the rights listed thereon are of  
23 the same legal force and effect and are without priority with  
24 reference to each other, except as otherwise specifically pro-  
25 vided. They are subject in any event to (i) subsequent cur-  
26 tailment in the exercise of the continuing jurisdiction of the  
27 court hereinafter provided, and (ii) all of the other provisions  
28 of this Judgment hereinafter provided. No party to this action  
29 is the owner of any right to extract ground water from Tehachapi

30 -----

31 \*Headings in this Judgment are for purposes of reference and the  
32 language of said headings do not constitute, other than for such  
purpose, a portion of this Judgment.

1 Basin, except as set forth in the tabulation following this para-  
2 graph 1 of this Judgment, except insofar as any such party may be  
3 the tenant of any other party, have an interest under a Deed of  
4 Trust, or establish rights as a transferee, and except as provided  
5 following the tabulation of rights hereafter. Except as here-  
6 inafter otherwise provided, no party to this action has any right  
7 to export outside of Tehachapi Basin Area any ground water extract-  
8 ed from that basin. Except to the extent of any surface diver-  
9 sions which were being made within the water year preceding  
10 commencement of this action within the Tehachapi Basin Watershed,  
11 no party to this action has the right to divert surface waters  
12 within the Tehachapi Basin Watershed. To the extent of its Base  
13 Water Right set forth in the following tabulation and subject to  
14 subsequent curtailment in the exercise of the continuing juris-  
15 diction of the court and other provisions of this Judgment,  
16 defendant Southern Pacific Transportation Company (formerly South-  
17 ern Pacific Railroad Company) has the right to export ground  
18 water extracted from Tehachapi Basin. It is presently unnecessary  
19 to determine whether said right to export is or is not limited to  
20 exports to any area or areas. Defendant Golden Hills Community  
21 Services District has a right to export ground water extracted  
22 from Tehachapi Basin, subject to the following limitations as to  
23 quantity and area of export. The quantity limitation is the sum  
24 in any water year of (i) the amount of water which it pumps in any  
25 such year pursuant to the salvage provision hereinafter set forth  
26 plus, (ii) the amount of imported water which it uses or sells  
27 for use within Tehachapi Basin Area in such year, but not in  
28 excess of its Base Water Right as the said Base Water Right may  
29 be curtailed in the exercise of the continuing jurisdiction of  
30 the court, and subject to other provisions of this Judgment.  
31 The area to which Golden Hills Community Services District may  
32 so export is that part of said District outside of Tehachapi Basin

1 Area as of December 31, 1969, consisting of a portion of the  
 2 South Half of Section 6 and portions of Section 7, both in Town-  
 3 ship 32 South, Range 33 East, M.D.B.M. Except to the extent of  
 4 surface diversions of water within the Tehachapi Basin Watershed  
 5 having been made as of commencement of this action, no party to  
 6 this action has any right to divert surface waters within Teha-  
 7 chapi Basin Watershed.

<u>PARTY</u>	<u>Base Water Right</u> (Acre-feet per year)
11	
12 Frank Armstrong, Phyllis Armstrong (Mettler & Armstrong, a partnership, tenant)	177
13	
14 Ashtown Water Company, a corporation	42
15 Leroy Bassler and Margaret Bassler	4
16 J. G. Bisbee	701
17 Christopher C. Brevidore and Ida Brevidore	43
18 Donald R. Burgeis and Betty Jean Burgeis* (Department of Veterans Affairs of the State 19 of California as holder of legal title under 20 Cal Vet loan)	24
21 John O. Christopher and Virginia E. Christopher Harold Schlotthauer and Madge Q. Schlotthauer	27
22	
23 Lewis M. Dye, Sr.*	3
24 Alan M. Fields, Mardell S. Fields, Norman Weintraub, Albert Zdenek and Marilee Zdenek	77
25	
26 Sidney Gilreath and Lorene Gilreath	3
27 Domenicio Girauda, aka Domenicio Girauda*	3
28 Golden Hills Community Services District,** a body corporate and politic	159
29	
30 Frank Goodrick and Moneta M. Goodrick	19
31 <del>Grand Oaks Land Company, a corporation,</del> Grand Oaks Water Company, a corporation	6
32 Henry B. Hand	40

\* See listing also under "Party-Domestic Wells"  
 \*\* In addition to salvage provision

1	Edwin J. Van Zandt and Jennie B. Van Zandt (successors in interest to Ewald Handel and Ethel M. Handel)	26
2		
3	F. G. Hernandez, aka Frank G. Hernandez, and Beatrice Hernandez	4
4		
5	Joaquina Iriart for life, then to Jack Iriart (to be distinguished from Jack R. Iriart) as to remainder	335
6		
7	Jacobsen Bros. Turf Farms, Inc., a cor- poration, former name Jacobsen Bros., Inc.	579
8		
9	Jacobsen Orchards, Inc., a corporation	266
10	Elmer J. Jury, aka E. F. Jury, and Madeline A. Jury	47
11		
12	Robert W. Karpe and Phyllis J. Karpe*	3
13	Simon Keel and Alice Keel	3
14	A. F. Leiva and Margaret Leiva*	3
15	Allan W. Small and Winifred Small (successors in interest to Wallace K. Love and Gloria D. Love)	3
16		
17	Harold T. Lutge and Helen Lutge (successors in interest to Bette Lamb, aka Elizabeth Louise Lamb as Executrix of Estate of J. O. Lamb, deceased)	3
18		
19		
20	White Oak Knolls Water Corporation, a corporation	3
21	Mojave Public Utility District	75
22	Monolith Portland Cement Company, a corporation	1,487
23	Robert Monroe and Mary Alice Monroe	60
24	Joseph F. Noriega and Irma Noriega (successors in interest to Manley H. Reitz and Janet Reitz)	451
25		
26	Fred D. Patterson and Laviece Patterson	188
27	E. H. Pearson	20
28	Susan Phillips	7
29	Anne Reaves, John C. Reaves, Jr., Virginia Rickett, Wilbur Rickett, C. R. Tumblin, Mali Tumblin, aka Amelia Tumblin, Tumblin Company, a partnership	288
30		
31		
32	Melvin Ruff and Frances Ruff*	4

\* See listing also under "Party-Domestic Wells"

1	Tehachapi Orchards, Inc., a corporation (successor in interest to Ernest Schnaidt)	625
2		
3	Evelyn Smith	36
4	Southern Pacific Transportation Company (formerly Southern Pacific Railroad Co.),	98
5	a corporation	
6	Vaughn Squires and Vivian Squires	13
7	Darrell Stevens and Louise E. Stevens	19
8	Grant Sullivan and Cozette Sullivan, Mortimer Sullivan and Susan Sullivan	535
9		
10	Grant D. Sullivan and Mortimer J. Sullivan as Co-trustees under the Will of Percy J.	355
11	Hayes, and Gertrude D. Carroll (successors in interest to Kiethley-McPherrin, Inc.)	
12		
13	G. M. Summy and Nita Summy	9
14	City of Tehachapi, a municipal corporation	753
15	Tehachapi Public Cemetery District, a political subdivision	11
16		
17	Tehachapi Unified School District	30
18	Max Thelen, Jr., Wells Fargo Bank and I. W. Hellman all as Co-trustees of the S. H.	340
19	Cowell Foundation	
20	West Tehachapi Mutual Water Company, a corporation	3
21	M. R. White and Mildred White*	4
22	Harry Wietsma	3
23	Louise Yeager	3
24	<u>PARTY DOMESTIC WELLS</u>	
25	Lester J. Anderson and Leatta M. Anderson	3
26	Sam Ashe and Esther Ashe	3
27	Alverda Bassler and George Bassler	3
28	Endelva Troy and Vincent J. Troy (successors in interest to Vance Brite and Hattie Brite)	3
29		
30	John Spoor Broome	3
31	Haskell Brummett and Dwana M. Brummett	3
32	Morris Burton and Virginia Ellen Burton	3

\* See listing also under "Party-Domestic Wells"

1	Gertrude D. Carroll	3
2	Alice Cazacus Seeger	3
3	Henry D. Church, Maxine Church, Edmond	3
4	Fowler, Billie J. Fowler, Glen Killings-	
5	worth and Mildred Killingsworth, Marion	
6	Killingsworth and Dora Killingsworth	
7		
8	Lewis A. Colvin and Nan L. Colvin	3
9	Lewis M. Dye, Sr.	3
10	W. J. Ford and Rose B. Ford	3
11	Lewis Foster and Dorothy Foster	3
12	Fred-Lite Blocks, Inc., a corporation	3
13	Kenneth Frederick	3
14	Robert B. Freeman, Jr. and Betty Lou Freeman	3
15	Alvin Gary and Wilma J. Gary	3
16	Domencio Giraudo aka Domenico Giraudo	3
17	Louis Goebel and Kathleen Goebel	3
18	R. E. Grind and Helen Grind	3
19	Theodore H. Haun and Avis E. Haun	3
20	W. C. Hedberg and Ruth Hedberg	3
21	Harold Hedge and Grace B. Hedge	3
22	Herb Hemphil and Alice Hemphil, aka Herb	3
23	Hemphill and Alice Hemphill	
24		
25	Charlie J. Honeycutt and Kathryn Honeycutt	3
26	Leroy Bassler and Margaret Bassler	3
27	John Johnson and Eva L. Johnson	3
28	Robert W. Karpe and Phyllis J. Karpe	3
29	Beverly Maher and James F. Maher (successors	3
30	in interest to Carl Ledyard and Christine M.	
31	Ledyard)	
32	A. F. Leiva and Margaret Leiva	3
33		
34	Herb Marble and Dorothy Marble (Department	3
35	of Veterans Affairs of the State of Cali-	
36	fornia as holder of legal title under Cal	
37	Vet Loan, First Western Bank and Trust Co.,	
38	assignee of rentals)	
39		
40	Lee Marigold and Clara Marigold	3

1	Charles Metzler and Margaret Metzler	3
2	Motor Center, a corporation	3
3	O. D. Odin and Ruth M. Odin	3
4	Charles Powell and Elizabeth Powell	3
5	Joseph D. Printup	3
6	William Reeves and Lavonia Reeves	3
7	R. James Reiswig and Alice Knox Reiswig	3
8	William Robinson and Imogene Robinson	3
9	Melvin Ruff and Frances Ruff	3
10	Frank Ruff and Ruth Ruff	3
11	Elvin Sanders and Juanita Sanders	3
12	Albert Schmidt and Ethel E. Schmidt	3
13	Chester Scott and Noreen Scott	3
14	Dessie Smith	3
15	Daniel J. Sternad and Edna E. Sternad	3
16	Gideon Streyle and Marie Streyle	3
17	William D. Sydnor aka William D. Snyder and Ann B. Sydnor aka Ann B. Snyder	3
18		
19	Tehachapi Unified School District	3
20	Richard Van Burklee	3
21	Dick Vander Mayden and Opal L. Vander Mayden	3
22	Pete Vukich and Jewell Vukich	3
23	Jerome Warner and Laura Warner	3
24	Howard Welden and Emma Welden aka Erma Welden	3
25	M. R. White and Mildred White	3
26	Edward M. Wiggins and Mary Ellen Wiggins	3
27	Lora M. Woods	3

28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_

1 Defendant Golden Hills Community Services District may  
2 pump such quantities of water as it is able to obtain in addition  
3 to any other rights in this Judgment from that area within Teha-  
4 chapi Basin Area lying east of the crossing of the Range Line  
5 between Range 32 East and Range 33 East, in the Canyon of Brite  
6 Creek, which portion of said Canyon is generally described in  
7 Appendix "4" hereto ("salvage provision" hereinafter), subject  
8 to modification of this provision as hereinafter provided for.

9 Notwithstanding the foregoing, the Base Water Right of  
10 Mojave Public Utility District is subject to the following pro-  
11 visions:

12 (A) Pumping pursuant to said Base Water Right may be  
13 used only on property in that portion of Mojave Public Utility  
14 District, as presently constituted, within Tehachapi Basin Area  
15 consisting of that portion of the Southeast Quarter of Section  
16 28, Township 32 South, Range 34 East within Tehachapi Basin Area  
17 ("Mojave's said present area within Tehachapi Basin Area" some-  
18 times hereinafter).

19 (B) There shall be no sale or lease by Mojave Public  
20 Utility District of said Base Water Right, including through  
21 any exchange pool provisions later adopted, except as may be  
22 agreed upon between the Watermaster and Mojave Public Utility  
23 District, subject to all remedies by appeal to the Court which  
24 any party may have from a decision of the Watermaster, and in  
25 no event without the approval of the Plaintiff.

26 Defendant Mojave Public Utility District has waived any  
27 future claim of surplus in the Tehachapi Basin and may not in  
28 the future make any claim thereof.

29 Nothing contained in this Judgment shall prevent Plaintiff  
30 and Mojave Public Utility District from exchanging water, pur-  
31 suant to agreement, upon determination by the Watermaster that  
32 such will not adversely affect any other party, which determination

1 shall be subject to Court review upon appeal therefrom.

2 Defendant Mojave Public Utility District retains what-  
3 ever its statutory jurisdiction is to control its use of water  
4 within Mojave's said present area within Tehachapi Basin Area,  
5 subject to the provisions of this Judgment.

6 2. Parties Enjoined as to Surface Diversions, Exports and  
7 Other Matters.

8 Except as provided or recognized in paragraph 1 above,  
9 of this Judgment, each party (other than the Department of  
10 Veterans Affairs of the State of California) and the officials,  
11 agents and employees from time to time of said Department are  
12 enjoined and restrained from hereafter exporting outside of the  
13 area of Tehachapi Basin Area any ground water extracted from  
14 Tehachapi Basin and from exporting outside Tehachapi Basin  
15 Watershed any surface waters diverted from within Tehachapi  
16 Basin Watershed and each of said parties and persons is en-  
17 joined and restrained from hereafter making any diversions of  
18 surface waters within Tehachapi Basin Watershed, except to the  
19 extent of diversions having been made by that party as of the  
20 water year prior to the commencement of this action. Defendant  
21 Mojave Public Utility District is enjoined and restrained from  
22 exercising its Base Water Right contrary to the provisions  
23 set forth in subparagraphs A and B above, of paragraph 1 of this  
24 Judgment.

25 The parties are enjoined and restrained from transport-  
26 ing water pumped from the underground within Mojave's said  
27 present area within Tehachapi Basin Area to another portion of  
28 said Tehachapi Basin Area without consent of Mojave Public  
29 Utility District.

30 3. Court Retains Continuing Jurisdiction/Physical Solution.

31 The Court retains continuing jurisdiction for all  
32 purposes including but not limited to: the imposition of a

1 physical solution in the Tehachapi Basin, including a restric-  
2 tion on ground water pumping to quantities which will not exceed  
3 the safe yield of Tehachapi Basin, to-wit, 5,500 acre-feet; en-  
4 joining extractions of ground water from Tehachapi Basin except  
5 to the extent of the parties' rights proportional to the safe  
6 yield of Tehachapi Basin from time to time and except as may be  
7 provided under the physical solution adopted pursuant to said  
8 continuing jurisdiction; and determining any and all other  
9 matters which might become material under this Judgment. In-  
10 cluded in the foregoing is the power of the Court to determine  
11 whether the Sand Canyon Area is or is not a basin or sub-basin  
12 and if the same is a basin or sub-basin the rights of those  
13 pumping ground water from said area, and the rights as between  
14 the Sand Canyon Area and Tehachapi Basin if and when any further  
15 determinations are required. Included in the foregoing is the  
16 power of the Court to modify the salvage provision contained  
17 in this Judgment if and to the extent necessary (including  
18 elimination or suspension) so that the exercise thereof does  
19 not adversely affect the water supply or the pumping rights of  
20 other parties in the remainder of the Tehachapi Basin. Not-  
21 withstanding anything above, the Base Water Right of Mojave  
22 Public Utility District shall not be restricted in its exer-  
23 cise to a quantity less than 50 acre-feet per annum. Upon ap-  
24 pointment of a Watermaster under this Judgment, Defendant Mojave  
25 Public Utility District shall be required to: (a) install water  
26 meters directly measuring water production on all wells at its  
27 expense and make periodic reports under the Watermaster Rules  
28 to the Watermaster, and (b) engage in joint calibration and  
29 other meter and well tests and measurements with the Watermaster  
30 at reasonable times and upon reasonable notice from the Water-  
31 master so that both may be represented in any tests and measure-  
32 ments.

1           4. Inter se Adjudication.

2           The provisions of this Judgment constitute an inter se  
3 adjudication with respect to the rights of the parties.

4           5. Rights of Plaintiff District.

5           Plaintiff DISTRICT is an interested party in all matters  
6 subject to the continuing jurisdiction of this Court. Nothing  
7 in this Judgment contained shall constitute a determination or  
8 adjudication which will foreclose the Plaintiff DISTRICT from  
9 exercising such rights, powers and prerogatives as it may now  
10 have or may hereafter have by reason of provisions of law. Ex-  
11 cept as Mojave Public Utility District has no future right in  
12 any surplus in Tehachapi Basin, nothing in this Judgment con-  
13 tained shall be deemed a determination whether the Plaintiff or  
14 any other party will or will not have any rights in any return  
15 flow from water subsequently imported, which matter shall be  
16 within the continuing jurisdiction of the Court.

17           6. New Pumpers.

18           Persons who may later be found to, or commence, pump-  
19 ing within Tehachapi Basin may be added to this Judgment upon  
20 such stipulation as may be approved by the Court upon prior  
21 ten (10) days written notice of the date of hearing to the  
22 parties.

23           7. Transfer of Rights - Domestic Wells.

24           With regard to those parties listed in paragraph 1  
25 under the tabulation of water rights as having a domestic well  
26 and three (3) acre-feet of Base Water Right with respect thereto,  
27 said Base Water Right shall be transferable only in connection  
28 with a transfer of the property on which the right was developed.

29           8. No Effect on Other Actions.

30           None of the provisions of Findings of Fact, Conclusions  
31 of Law or this Judgment insofar as they concern the relationship  
32 hydrologically, geologically or otherwise of Tehachapi Basin and

1 the underground of Sand Canyon Area shall have any effect as  
2 collateral estoppel or res adjudicata in any other action now  
3 pending or heretofore concluded between Defendants Monolith  
4 Portland Cement Company and Mojave Public Utility District.

5 9. Judgment Binding on Successors.

6 This Judgment and the provisions hereof are all appli-  
7 cable to and binding upon not only the parties hereto, but as  
8 well upon their respective heirs, executors, administrators,  
9 successors, assigns, lessees, licensees and to the agents,  
10 employees and attorneys in fact of any such persons having  
11 actual or constructive notice of said Judgment or of this action  
12 from the date of its filing. The injunctive provisions herein  
13 contained run equally against all such persons.

14 10. Costs.

15 No party shall recover its costs herein as against any  
16 other party.

17 The Clerk shall enter this Judgment forthwith.

18 DATED: MAR 19 1971, 1971.

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31  
32

JAY R. BALLANTYNE  
Judge of the Superior Court

TEHACHAPI AREA

That territory described in Appendix 3 and in addition thereto the following described territory:

All those portions of T. 31 S., R. 34 E., and T. 32 S., R. 34 E., M.D.M., Kern County, California, bounded as follows:

Beginning at the  $S\frac{1}{4}$  corner of Section 34, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the SE corner of said Section 34;

thence Northerly to the SE corner of Section 27, T. 32 S., R. 34 E., M.D.M.;

thence Westerly to the SW corner of the  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of said Section 27;

thence Northerly to the NW corner of said  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 27;

thence Westerly to the SW corner of the  $NW\frac{1}{4}$  of the  $SE\frac{1}{4}$  of said Section 27;

thence Northerly to the center  $\frac{1}{4}$  corner of said Section 27;

thence Easterly to the East  $\frac{1}{4}$  corner of said Section 27;

thence Northerly to the SE corner of Section 22, T. 32 S., R. 34 E., M.D.M.;

thence Westerly to the SW corner of the  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of said Section 22;

thence Northerly to the NW corner of said  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 22;

thence Easterly to the NW corner of the  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 23, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the NE corner of said  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 23;

thence Northerly to the SE corner of the  $NE\frac{1}{4}$  of the  $NW\frac{1}{4}$  of said Section 23;

thence Westerly to the SW corner of said  $NE\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section 23;

thence Northerly to the SW corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 14,  
T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NW corner of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 14;

thence Easterly to the SW corner of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section  
14;

thence Northerly to the NW corner of said NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14;

thence Easterly to the East  $\frac{1}{4}$  corner of said Section 14;

thence Northerly to the SE corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said  
Section 14;

thence Westerly to the SW corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14;

thence Northerly to the NW corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14;

thence Westerly to the S $\frac{1}{4}$  corner of Section 11, T. 32 S., R. 34 E.,  
M.D.M.;

thence Northerly to the center  $\frac{1}{4}$  corner of said Section 11;

thence Easterly to the East  $\frac{1}{4}$  corner of said Section 11;

thence Northerly to the NW corner of said Section 11;

thence Northerly to the West  $\frac{1}{4}$  corner of Section 1, T. 32 S., R. 34 E.,  
M.D.M.;

thence Easterly to the SE corner of the West  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of said  
Section 1;

thence Northerly to the NE corner of said West  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 1;

thence Westerly to the SW corner of Section 36, T. 31 S., R. 34 E.,  
M.D.M.;

thence Northerly to the NW corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said  
Section 36;

thence Easterly to the NE corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 36;

thence Northerly to the NE corner of the West  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of said  
Section 36;

thence Westerly to the NW corner of said Section 36;  
thence Westerly to the NW corner of the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of  
Section 35, T. 31 S., R. 34 E., M.D.M.;  
thence Southerly to the SW corner of said East  $\frac{1}{2}$  of the East  $\frac{1}{2}$   
of Section 35;  
thence Westerly to the NW corner of the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of  
Section 2, T. 32 S., R. 34 E., M.D.M.;  
thence Southerly to the SW corner of said East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of  
Section 2;  
thence Westerly to the North  $\frac{1}{4}$  corner of Section 11, T. 32 S.,  
R. 34 E., M.D.M.;  
thence Southerly to the NE corner of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said  
Section 11;  
thence Westerly to the NW corner of said SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 11;  
thence Southerly to the NE corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said  
Section 11;  
thence Westerly to the NW corner of said SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 11;  
thence Westerly to the NW corner of the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section  
10, T. 32 S., R. 34 E., M.D.M.;  
thence Northerly to the North  $\frac{1}{4}$  corner of said Section 10;  
thence Westerly to the SE corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section  
3, T. 32 S., R. 34 E., M.D.M.;  
thence Northerly to the NE corner of said SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 3;  
thence Westerly to the NW corner of said SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 3;  
thence Westerly to the NW corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 4,  
T. 32 S., R. 34 E., M.D.M.;  
thence Northerly to the SE corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said  
Section 4;

thence Westerly to the SW corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 4;  
thence Northerly to the North  $\frac{1}{4}$  corner of said Section 4;  
thence Westerly to the SW corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section  
33, T. 31 S., R. 34 E., M.D.M.;  
thence Northerly to the NW corner of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 33;  
thence Easterly to the NE corner of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 33;  
thence Northerly to the SW corner of the North  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of said  
Section 33;  
thence Easterly to the SE corner of said North  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 33;  
thence Northerly to the NE corner of said Section 33;  
thence Easterly to the South  $\frac{1}{4}$  corner of Section 27, T. 31 S., R. 34 E.,  
M.D.M.;  
thence Northerly to the NE corner of the South  $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said  
Section 27;  
thence Westerly to the NW corner of said South  $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 27;  
thence Westerly to the SW corner of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 28,  
T. 31 S., R. 34 E., M.D.M.;  
thence Northerly to the NW corner of said NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 28;  
thence Westerly to the SE corner of the West  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of said  
Section 28;  
thence Northerly to the NE corner of said West  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of  
Section 28;  
thence Westerly to the NW corner of said Section 28;  
thence Southerly to the SE corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 29,  
T. 31 S., R. 34 E., M.D.M.;  
thence Westerly to the SW corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 29;  
thence Southerly to the NE corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said  
Section 29;

thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 29;  
thence Northerly to the center  $\frac{1}{4}$  corner of said Section 29;  
thence Westerly to the NE corner of the West  $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said  
Section 29;  
thence Southerly to the SE corner of said West  $\frac{1}{2}$  of the SW $\frac{1}{4}$  of  
Section 29;  
thence Southerly to the SE corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section  
32, T. 31 S., R. 34 E., M.D.M.;  
thence Westerly to the SW corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of  
Section 32;  
thence Southerly to the NW corner of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said  
Section 32;  
thence Easterly to the NW corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said  
Section 32;  
thence Southerly to the SW corner of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of  
Section 32;  
thence Easterly to the NE corner of Section 5, T. 32 S., R. 34 E.,  
M.D.M.;  
thence Southerly to the SE corner of the North  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of  
said Section 5;  
thence Westerly to the SE corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said  
Section 5;  
thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 5;  
thence Westerly to the NE corner of Section 6, T. 32 S., R. 34 E.,  
M.D.M.;  
thence Southerly to the SE corner of the North  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of said  
Section 6;

thence Westerly to the SW corner of said North  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 6;

thence Northerly to the North  $\frac{1}{4}$  corner of said Section 6;

thence Westerly along the North line of said Section 6 to a point, said point lying 1725 feet Easterly from the NW corner of said Section 6;

thence Southeasterly a distance of 700 feet, to a point lying 940 feet West of the East line of the NW $\frac{1}{4}$  of said Section 6;

thence Southwesterly a distance of 1900 feet to a point on the South line of the NW $\frac{1}{4}$  of said Section 6;

thence Easterly 1210 feet to the center  $\frac{1}{4}$  corner of said Section 6;

thence Southerly to the NW corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 6;

thence Easterly to the NE corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 6;

thence Southerly to the SE corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 6;

thence Easterly to the SE corner of said Section 6;

thence Easterly to the NW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 8, T. 32 S., R. 34 E., M.D.M.;

thence Southerly to the SW corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 8;

thence Easterly to the SE corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 8;

thence Northerly to the NE corner of said Section 8;

thence Easterly to the North  $\frac{1}{4}$  corner of Section 9, T. 32 S., R. 34 E., M.D.M.;

thence Southerly to the center  $\frac{1}{4}$  corner of said Section 9;

thence Westerly to the NW corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 9;

thence Southerly to the SW corner of said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 9;

thence Easterly to the NE corner of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 9;

thence Southerly to the SE corner of said Section 9;  
thence Southerly to the NW corner of the South  $\frac{1}{2}$  of the NW $\frac{1}{4}$   
of Section 15, T. 32 S., R. 34 E., M.D.M.;  
thence Easterly to the NE corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said  
Section 15;  
thence Southerly to the SE corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said  
Section 15;  
thence Westerly to the NW corner of the South  $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said  
Section 15;  
thence Southerly to the SW corner of said Section 15;  
thence Westerly to the NE corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 21,  
T. 32 S., R. 34 E., M.D.M.;  
thence Southerly to the SE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of  
Section 21;  
thence Westerly to the SW corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 21;  
thence Southerly to the center  $\frac{1}{4}$  corner of said Section 21;  
thence Easterly to the East  $\frac{1}{4}$  corner of said Section 21;  
thence Southerly to the SE corner of said Section 21;  
thence Westerly along the North line of Section 28, T. 32 S., R. 34 E.,  
M.D.M., a distance of 1110 feet;  
thence Southeasterly a distance of 3450 feet to a point 275 feet  
West of the East line of said Section 28;  
thence Southwesterly a distance of 2080 feet to a point on the  
South line of said Section 28, said point lying 1110 feet Westerly  
of the SE corner of said Section 28;  
thence Westerly to the NW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 33,  
T. 32 S., R. 34 E., M.D.M.;

thence Southerly to the SW corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 33;  
thence Easterly to the SE corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 33;  
thence Southerly to the East  $\frac{1}{4}$  corner of said Section 33;  
thence Easterly to the NE corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 34, T. 32 S., R. 34 E., M.D.M.;  
thence Southerly to the SE corner of said NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 34; thence Easterly to the NE corner of the South  $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said Section 34;  
thence Southerly to the South  $\frac{1}{4}$  corner of said Section 34, being the point of beginning for this description.

TEHACHAPI BASIN AREA

All those portions of T. 31 S., R. 33 E.; T. 32 S., R. 32 E.; T. 32 S., R. 33 E.; and T. 32 S., R. 34 E., M.D.M.; and T. 12 N., R. 14 W.; T. 12 N., R. 15 W.; T. 11 N., R. 15 W., and T. 11 N., R. 14 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the Southwest corner of Section 33, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the Southeast corner of the  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of said Section 33;

thence Northerly to the Northeast corner of said  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 33;

thence Easterly to the center  $\frac{1}{4}$  corner of said Section 33;

thence Northerly to the  $N\frac{1}{4}$  corner of said Section 33;

thence Easterly along the North line of said Section 33 to a point lying 1110 feet Westerly of the Northeast corner of said Section 33;

thence Northeasterly 2080 feet to a point lying 275 feet West of the East line of Section 28, T. 32 S., R. 34 E., M.D.M.;

thence Northwesterly 3450 feet to a point on the North line of said Section 28, said point lying 1110 feet Westerly of the NE corner of said Section 28;

thence Westerly to the  $S\frac{1}{4}$  corner of Section 21, T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of the  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of said Section 21;

thence Westerly to the NW corner of said  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 21;

thence Westerly to the NW corner of the  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 20, T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of the  $SE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 19, T. 32 S., R. 34 E., M.D.M.;

thence Westerly to the NW corner of said  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  of Section 19;

thence Southerly to the SW corner of said  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  of Section 19;

thence Westerly to the SE corner of the  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of said Section 19;  
thence Northerly to the NE corner of said  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 19;  
thence Westerly to the NW corner of said Section 19;  
thence Northerly to the SW corner of the  $NW\frac{1}{4}$  of the  $SW\frac{1}{4}$  of Section  
18, T. 32 S., R. 34 E., M.D.M.;  
thence Easterly to the SE corner of said  $NW\frac{1}{4}$  of the  $SW\frac{1}{4}$  of Section 18;  
thence Northerly to the NE corner of said  $NW\frac{1}{4}$  of the  $SW\frac{1}{4}$  of Section 18;  
thence Easterly to the center  $\frac{1}{4}$  corner of said Section 18;  
thence Northerly to the SW corner of the  $NW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of said  
Section 18;  
thence Easterly to the SE corner of said  $NW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 18;  
thence Northerly to the NE corner of said  $NW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 18;  
thence Northerly to the NE corner of the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 7,  
T. 32 S., R. 34 E., M.D.M.;  
thence Westerly to the SE corner of the  $SW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of said Section 7;  
thence Northerly to the NE corner of said  $SW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section 7;  
thence Westerly to the NW corner of said  $SW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section 7;  
thence Northerly to the NW corner of said Section 7;  
thence Northerly to the  $W\frac{1}{4}$  corner of Section 6, T. 32 S., R. 34 E.,  
M.D.M.;  
thence Easterly along the South line of the  $NW\frac{1}{4}$  of said Section 6  
to a point lying 1210 feet Westerly of the center  $\frac{1}{4}$  corner of Section 6;  
thence Northeasterly 1900 feet to a point lying 940 feet West of the  
East line of said  $NW\frac{1}{4}$  of said Section 6;  
thence Northwesterly 700 feet to a point on the North line of said  
Section 6;  
thence Westerly 1725 feet to the NW corner of said Section 6;  
thence Westerly to the  $S\frac{1}{4}$  corner of Section 36, T. 31 S., R. 33 E.,  
M.D.M.;  
thence Northerly to the NE corner of the  $SE\frac{1}{4}$  of the  $SW\frac{1}{4}$  of said  
Section 36;

thence Westerly to the NW corner of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 36;  
 thence Northerly to the SE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said  
 Section 36;  
 thence Westerly to the SW corner of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 36;  
 thence Northerly to the NW corner of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 36;  
 thence Westerly to the SW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 35,  
 T. 31 S., R. 33 E., M.D.M.;  
 thence Southerly to the SW corner of the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said  
 Section 35;  
 thence Easterly to the SE corner of said Section 35;  
 thence Easterly to the NE corner of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 1,  
 T. 32 S., R. 33 E., M.D.M.;  
 thence Southerly to the SE corner of said W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 1;  
 thence Westerly to the W $\frac{1}{4}$  corner of said Section 1;  
 thence Southerly to the NW corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said  
 Section 1;  
 thence Easterly to the NE corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 1;  
 thence Southerly to the SE corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 1;  
 thence Southerly to the SE corner of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 12,  
 T. 32 S., R. 33 E., M.D.M.;  
 thence Easterly to the S $\frac{1}{4}$  corner of said Section 12;  
 thence Southerly to the NE corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13,  
 T. 32 S., R. 33 E., M.D.M.;  
 thence Westerly to the NW corner of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13;  
 thence Southerly to the SW corner of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13;  
 thence Westerly to the SW corner of said Section 13;  
 thence Westerly to the SE corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14,  
 T. 32 S., R. 33 E., M.D.M.;  
 thence Northerly to the NE corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14;  
 thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14;  
 thence Southerly to the S $\frac{1}{4}$  corner of said Section 14;  
 thence Southerly to the center  $\frac{1}{4}$  corner of Section 23, T. 32 S.,  
 R. 33 E., M.D.M.;

thence Westerly to the SE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 23;

thence Northerly to the NE corner of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 23;

thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 23;

thence Northerly to the NW corner of said Section 23;

thence Northerly to the E $\frac{1}{4}$  corner of Section 15, T. 32 S., R. 33 E., M.D.M.

thence Westerly to the W $\frac{1}{4}$  corner of said Section 15;

thence Northerly to the SW corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 15;

thence Easterly to the SE corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 15;

thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 15;

thence Northerly to the NE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 10.

T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 10;

thence Northerly to the E $\frac{1}{4}$  corner of Section 9, T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NE corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 9;

thence Southerly to the SE corner of said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 9;

thence Westerly to the NW corner of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said Section 9;

thence Westerly to the NW corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 8,

T. 32 S., R. 33 E., M.D.M.;

thence Southerly to the SW corner of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 8;

thence Southerly to the SE corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 17;

T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the SW corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 17,

thence Southerly to the center  $\frac{1}{4}$  corner of said Section 17;

thence Westerly to the W $\frac{1}{4}$  corner of said Section 17;

thence Westerly to the SW corner of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 18;

T. 32 S., R. 33 E., M.D.M.;

thence Northerly to the NW corner of said E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 18;

thence Northerly to the NW corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 7,

T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 7;

thence Northerly to the SE corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 7;

thence Westerly to the SW corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7;

thence Westerly to the SW corner of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 12;

T. 32 S., R. 32 E., M.D.M.;

thence Northerly to the N $\frac{1}{4}$  corner of said Section 12;

thence Westerly to the NW corner of said Section 12;

thence Southerly to the SE corner of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 11,

T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the SW corner of said N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 11;

thence Southerly to the center  $\frac{1}{4}$  corner of said Section 11;

thence Westerly to the NW corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 11;

thence Southerly to the SW corner of said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 11;

thence Easterly to the NW corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 11;

thence Southerly to the SW corner of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 11;

thence Southerly to the NW corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14,

T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the NE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 14;

thence Southerly to the SE corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 14;

thence Southerly to the SW corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 23,

T. 32 S., R. 32 E., M.D.M.;

thence Easterly to the SE corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 23;

thence Southerly to the center  $\frac{1}{4}$  corner of said Section 23;

thence Westerly to the NE corner of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said Section 23;

thence Southerly to the SE corner of said  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 23;  
thence Southerly to the SE corner of the  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 26,  
T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the  $W\frac{1}{2}$  corner of said Section 26;  
thence Southerly to the SW corner of said Section 26;  
thence Southerly to the SW corner of the  $NW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section  
35, T. 32 S., R. 32 E., M.D.M.;

thence Easterly to the NW corner of the  $SE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 35,  
T. 32 S., R. 32 E., M.D.M.;

thence Southerly to the SW corner of said  $SE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 35;  
thence Easterly to the  $E\frac{1}{4}$  corner of said Section 35;  
thence Easterly to the center  $\frac{1}{4}$  corner of Section 36, T. 32 S.,  
R. 32 E., M.D.M.;

thence Southerly to the SE corner of the  $NE\frac{1}{4}$  of the  $SW\frac{1}{4}$  of said Section 36;  
thence Easterly to the NE corner of the  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of said Section 36;  
thence Easterly to the NE corner of the  $S\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 31.  
T. 32 S., R. 33 E., M.D.M.;

thence Southerly to the SE corner of said Section 31;  
thence Easterly to the  $N\frac{1}{2}$  corner of Section 34, T. 12 N., R. 15 W.,  
S.B.M.;

thence Southerly to the NW corner of the  $SW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of said  
Section 34;  
thence Easterly to the NE corner of said  $SW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 34;  
thence Southerly to the SE corner of said  $SW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 34;  
thence Easterly to the  $E\frac{1}{4}$  corner of said Section 34;  
thence Southerly to the NW corner of the  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 35,  
T. 12 N., R. 15 W., S.B.M.;

thence Easterly to the NE corner of said  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 35;  
thence Southerly to the  $S\frac{1}{2}$  corner of said Section 35;  
thence Easterly to the NW corner of the  $NE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 2,  
T. 11 N., R. 15 W., S.B.M.;

thence Southerly to the SW corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 2;  
thence Easterly to the SE corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 2;  
thence Easterly to the SE corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 1,  
T. 11 N., R. 15 W., S.B.M.;

thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 1;  
thence Easterly to the NW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said  
Section 1;

thence Southerly to the NE corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said  
Section 1;

thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of section 1;  
thence Southerly to the S $\frac{1}{4}$  corner of said Section 1;

thence Southerly to the SE corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12,  
T. 11 N., R. 15 W., S.B.M.;

thence Westerly to the SW corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12;  
thence Southerly to the SE corner of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said Section 12;  
thence Westerly to the SW corner of said Section 12,

thence Southerly to the NE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14,  
T. 11 N., R. 15 W., S. B.M.

thence Westerly to the NW corner of said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14;  
thence Southerly to the SW corner of said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14,  
thence Westerly to the SE corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said  
Section 14;

thence Northerly to the NE corner of said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 14;  
thence Westerly to the NW corner of said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 14;  
thence Southerly to the NE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said  
Section 14;

thence Easterly to the NE corner of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 14;  
thence Easterly to the NE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13,  
T. 11 N., R. 15 W., S.B.M.;

thence Northerly to the SW corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 13;  
thence Easterly to the SE corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 13;  
thence Northerly to the N $\frac{1}{4}$  corner of said Section 13;  
thence Northerly to the center  $\frac{1}{4}$  corner of Section 12, T. 11 N., R. 15 W.,  
S.B.M.;  
thence Easterly to the E $\frac{1}{4}$  corner of said Section 12;  
thence Northerly to the SW corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7,  
T. 11 N., R. 14 W., S.B.M.;  
thence Easterly to the SE corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7;  
thence Southerly to the SW corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said  
Section 7;  
thence Easterly to the S $\frac{1}{4}$  corner of Section 7;  
thence Northerly to the NW corner of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said  
Section 7;  
thence Easterly to the NE corner of said S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 7;  
thence Northerly to the NE corner of said Section 7;  
thence Easterly to the SE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 5,  
T. 11 N., R. 14 W., S.B.M.:  
thence Northerly to the SW corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said  
Section 5;  
thence Easterly to the SE corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 5;  
thence Northerly to the N $\frac{1}{4}$  corner of said Section 5;  
thence Northerly to the center  $\frac{1}{4}$  corner of Section 32, T. 12 N.,  
R. 14 W., S.B.M.;  
thence Westerly to the SW corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said  
Section 32;  
thence Northerly to the NW corner of said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32;  
thence Easterly to the NE corner of said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32;  
thence Northerly to the N $\frac{1}{4}$  corner of said Section 32;  
thence Easterly to the NW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said  
Section 32;

thence Southerly to the NW corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 32;

thence Easterly to the NE corner of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 32;

thence Southerly to the SE corner of said Section 32;

thence Easterly to the SE corner of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 33, T. 12 N., R. 14 W., S.B.M.;

thence Northerly to the NE corner of said W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 33;

thence Easterly to the center  $\frac{1}{4}$  corner of said Section 33;

thence Northerly to the SW corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 33;

thence Easterly to the SE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 33;

thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 33;

thence Easterly to the NE corner of said Section 33;

thence Easterly to the SW corner of Section 32, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the N $\frac{1}{4}$  corner of Section 34, T. 12 N., R. 14 W., S.B.M.

thence Southerly to the SW corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 34;

thence Easterly to the SE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 34;

thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 34;

thence Easterly to the NE corner of said Section 34;

thence Easterly to the SW corner of Section 33, T. 32 S. R. 34 E., M.D.M. said SW corner being the point of beginning of this description.

TEHACHAPI BASIN WATERSHED

All those portions of T. 31 S., R. 34 E.; T. 31 S., R. 33 E.; T. 32 S., R. 32 E.; T. 32 S., R. 33 E.; and T. 32 S., R. 34 E., M.D.M.; and T. 12 N., R. 14 W.; T. 12 N., R. 15 W.; T. 11 N., R. 15 W., and T. 11 N., R. 14 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the E $\frac{1}{4}$  corner of Section 34, T. 12 N., R. 14 W., S.B.M.;

thence Easterly to the SE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 35, T. 12 N., R. 14 W., S.B.M.;

thence Northerly to the NE corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 35;

thence Easterly to the N $\frac{1}{2}$  corner of Section 35;

thence Northerly to the NE corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 33, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the center  $\frac{1}{4}$  corner of said Section 33;

thence Northerly to the SW corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 33;

thence Easterly to the SE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 33;

thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 33;

thence Easterly to a point on the North line of said Section 33, said point lying 1110 feet Westerly of the NE corner of said Section 33;

thence Northeasterly a distance of 2080 feet to a point 275 feet West of the East line of Section 28, T. 32 S., R. 34 E., M.D.M.;

thence Northwesterly 3450 feet to a point on the North line of said Section 28, said point lying 1110 feet West of the NE corner of said Section 28;

thence Westerly to the SE corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 21, T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 21;

thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 21;  
 thence Northerly to the N $\frac{1}{4}$  corner of said Section 21;  
 thence Westerly to the SE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 16,  
 T. 32 S., R. 34 E., M.D.M.;  
 thence Northerly to the NE corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of  
 Section 16;  
 thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 16;  
 thence Northerly to the W $\frac{1}{4}$  corner of said Section 16;  
 thence Westerly to the NE corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section  
 17, T. 32 S., R. 34 E., M.D.M.;  
 thence Northerly to the NE corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said  
 Section 17;  
 thence Westerly to the N $\frac{1}{4}$  corner of said Section 17;  
 thence Northerly to the center  $\frac{1}{4}$  corner of Section 8, T. 32 S.,  
 R. 34 E., M.D.M.;  
 thence Westerly to the W $\frac{1}{4}$  corner of said Section 8;  
 thence Westerly to the NE corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 7,  
 T. 32 S., R. 34 E., M.D.M.;  
 thence Northerly to the NE corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said  
 Section 7;  
 thence Westerly to the N $\frac{1}{4}$  corner of said Section 7;  
 thence Northerly to the center  $\frac{1}{4}$  corner of Section 6, T. 32 S.,  
 R. 34 E., M.D.M.;  
 thence Westerly along the North line of the SW $\frac{1}{4}$  of said Section 6,  
 1210 feet;  
 thence Northeasterly 1900 feet to a point lying 940 feet West of the  
 East line of the NW $\frac{1}{4}$  of said Section 6;  
 thence Northwesterly 700 feet to a point on the North line of said  
 Section 6, said point lying 1725 feet Easterly of the NW corner of  
 said Section 6;  
 thence Westerly to the SE corner of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 31,  
 T. 31 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of said  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 31;  
thence Westerly to the  $W\frac{1}{4}$  corner of said Section 31;  
thence Northerly to the SE corner of the  $NE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section  
36, T. 31 S., R. 33 E., M.D.M.;  
thence Westerly to the SW corner of said  $NE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 36;  
thence Northerly to the NW corner of said  $NE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 36;  
thence Westerly to the  $N\frac{1}{4}$  corner of said Section 36;  
thence Northerly to the  $N\frac{1}{4}$  corner of Section 25, T. 31 S., R. 33 E.,  
M.D.M.;  
thence Westerly to the NW corner of said Section 25;  
thence Westerly to the NW corner of Section 26, T. 31 S., R. 33 E.,  
M.D.M.;  
thence Southerly to the  $E\frac{1}{4}$  corner of Section 27, T. 31 S., R. 33 E.,  
M.D.M.;  
thence Westerly to the center  $\frac{1}{4}$  corner of said Section 27;  
thence Southerly to the  $S\frac{1}{4}$  corner of said Section 27;  
thence Westerly to the SW corner of said Section 27;  
thence Westerly to the  $N\frac{1}{4}$  corner of Section 33, T. 31 S., R. 33 E.,  
M.D.M.;  
thence Southerly to the  $S\frac{1}{4}$  corner of said Section 33;  
thence Easterly to the SE corner of said Section 33;  
thence Southerly to the NE corner of Section 9, T. 32 S., R. 33 E.,  
M.D.M.;  
thence Westerly to the  $N\frac{1}{4}$  corner of said Section 9;  
thence Southerly to the center  $\frac{1}{4}$  corner of said Section 9;  
thence Westerly to the  $W\frac{1}{4}$  corner of said Section 9;  
thence Westerly to the center  $\frac{1}{4}$  corner of Section 8, T. 32 S.,  
R. 33 E., M.D.M.;  
thence Southerly to the  $S\frac{1}{4}$  corner of said Section 8;  
thence Southerly to the center  $\frac{1}{4}$  corner of Section 17, T. 32 S.,  
R. 33 E., M.D.M.;

thence Westerly to the  $W\frac{1}{4}$  corner of said Section 17;  
thence Northerly to the NW corner of said Section 17;  
thence Westerly to the  $S\frac{1}{4}$  corner of Section 7, T. 32 S., R. 33 E.,  
M.D.M.;  
thence Northerly to the center  $\frac{1}{4}$  corner of said Section 7;  
thence Westerly to the  $W\frac{1}{4}$  corner of said Section 7;  
thence Northerly to the NW corner of said Section 7;  
thence Northerly to the  $E\frac{1}{4}$  corner of Section 1, T. 32 S., R. 32 E.,  
M.D.M.;  
thence Westerly to the  $W\frac{1}{4}$  corner of said Section 1;  
thence Westerly to the center  $\frac{1}{4}$  corner of Section 2, T. 32 S.,  
R. 32 E., M.D.M.;  
thence Southerly to the  $S\frac{1}{4}$  corner of said Section 2;  
thence Westerly to the SW corner of said Section 2;  
thence Southerly to the  $E\frac{1}{4}$  corner of Section 10, T. 32 S., R. 32 E.,  
M.D.M.;  
thence Westerly to the center  $\frac{1}{4}$  corner of said Section 10;  
thence Southerly to the  $S\frac{1}{4}$  corner of said Section 10;  
thence Southerly to the center  $\frac{1}{4}$  corner of Section 15, T. 32 S.,  
R. 32 E., M.D.M.;  
thence Westerly to the  $W\frac{1}{4}$  corner of said Section 15;  
thence Southerly to the SW corner of said Section 15;  
thence Southerly to the  $W\frac{1}{4}$  corner of Section 22, T. 32 S., R. 32 E.,  
M.D.M.;  
thence Easterly to the center  $\frac{1}{4}$  corner of said Section 22;  
thence Southerly to the  $S\frac{1}{4}$  corner of said Section 22;  
thence Southerly to the  $S\frac{1}{4}$  corner of Section 27, T. 32 S., R. 32 E.,  
M.D.M.;  
thence Southerly to the  $S\frac{1}{4}$  corner of Section 34, T. 32 S., R. 32 E.,  
M.D.M.;  
thence Easterly to the SE corner of said Section 34;  
thence Southerly to SW corner of Section 31, T. 12 N., R. 15 W.,  
S.B.M.;

thence Southerly to the SW corner of Section 6, T. 11 N., R. 15 W.,  
S.B.M.;

thence Southerly to the SW corner of Section 7, T. 11 N., R. 15 W.,  
S.B.M.;

thence Southerly to the W $\frac{1}{4}$  corner of Section 18, T. 11 N., R. 15 W.,  
S.B.M.;

thence Easterly to the E $\frac{1}{4}$  corner of Section 18, T. 11 N., R. 15 W.,  
S.B.M.;

thence Easterly to the center  $\frac{1}{4}$  corner of Section 17, T. 11 N.,  
R. 15 W., S.B.M.;

thence Southerly to the S $\frac{1}{4}$  corner of said Section 17;

thence Easterly to the SE corner of said Section 17;

thence Northerly to the E $\frac{1}{4}$  corner of said Section 17;

thence Easterly to the E $\frac{1}{4}$  corner of Section 16, T. 11 N., R. 15 W.,  
S.B.M.;

thence Easterly to the center  $\frac{1}{4}$  corner of Section 15, T. 11 N.,  
R. 15 W., S.B.M.;

thence Southerly to the S $\frac{1}{4}$  corner of said Section 15;

thence Easterly to the SE corner of said Section 15;

thence Easterly to the SE corner of Section 14, T. 11 N., R. 15 W.,  
S.B.M.;

thence Easterly to the SE corner of Section 13, T. 11 N., R. 15 W.,  
S.B.M.;

thence Easterly to the S $\frac{1}{4}$  corner of Section 18, T. 11 N., R. 14 W.,  
S.B.M.;

thence Northerly to the center  $\frac{1}{4}$  corner of said Section 18;

thence Easterly to the E $\frac{1}{4}$  corner of said Section 18;

thence Northerly to the NE corner of said Section 18;

thence Easterly to the S $\frac{1}{4}$  corner of Section 8, T. 11 N., R. 14 W.,  
S.B.M.;

thence Northerly to the center  $\frac{1}{4}$  corner of said Section 8;  
thence Easterly to the E $\frac{1}{4}$  corner of said Section 8;  
thence Northerly to the NE corner of said Section 8;  
thence Easterly to the S $\frac{1}{4}$  corner of Section 4, T. 11 N., R. 14 W.,  
S.B.M.;  
thence Northerly to the center  $\frac{1}{4}$  corner of said Section 4;  
thence Easterly to the E $\frac{1}{4}$  corner of said Section 4;  
thence Northerly to the NE corner of said Section 4;  
thence Easterly to the SE corner of Section 34, T. 12 N., R. 14 W.,  
S.B.M.;  
thence Northerly to the E $\frac{1}{4}$  corner of said Section 34, said  $\frac{1}{4}$  corner  
being the point of beginning for this description.

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BRITE CREEK CANYON SALVAGE AREA

The area designated Brite Creek Canyon referred to in paragraph 1 of the Judgment commences in the Northwest Quarter of Section 18, Township 32 South, Range 33 East, M.D.B.M and meanders Northeasterly through portions of the South Half of the Southwest Quarter of Section 7, Township 32 South, Range 33 East, M.D.B.M., to the place where Brite Creek Canyon joins Tehachapi Creek near the dividing line between said South Half of said Southwest Quarter and the South Half of the Southeast Quarter of said Section 7. Said canyon ranges in width up to a maximum of not more than 500 feet at its widest point.

(VERIFICATION -- 446, 2015.5 C. C. P.)

STATE OF CALIFORNIA }  
COUNTY OF } ss.

I am the \_\_\_\_\_

in the above entitled action; I have read the foregoing \_\_\_\_\_

and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

I certify (or declare), under penalty of perjury,\* that the foregoing is true and correct.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California  
(date) (place)

Signature

(PROOF OF SERVICE BY MAIL -- 1013a, 2015.5 C. C. P.)

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is:

Third Floor, 7624 South Painter Avenue, Whittier, Ca 90608

On February \_\_\_\_\_, 1971, I served the within PROPOSED JUDGMENT

on the attorneys of record for Defendants, and parties pro per in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Whittier, California addressed as follows:

As per attached Exhibit "A"

I certify (or declare), under penalty of perjury,\* that the foregoing is true and correct.

Executed on February \_\_\_\_\_, 1971 at Whittier \_\_\_\_\_, California  
(date) (place)

Signature

ANN M. PHERRIN

\*Both the verification and proof of service by mail forms, being signed under penalty of perjury, do not require notarization.

## Exhibit "A"

TEHACHAPI BASIN  
 LIST OF ATTORNEYS AND THE PARTIES EACH REPRESENTS  
 AND PARTIES APPEARING IN PRO PER

Name and Address of Attorney  
 of Record

Names of Parties Represented

RICHARD A. BERGER  
 California Federal Bldg.  
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 Oken Properties, Inc.  
 Ben Chatoff

VICTOR BEWLEY  
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Asa Z. Wilson  
 Esther M. Wilson

WILLIAM KUHS  
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 Wetteroth & Hitchcock  
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 (805) 327-8651

Southern Pacific Transportation  
 Company (formerly Southern Pacific  
 Railroad Company), a corporation

ALBERT M. LEDDY  
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 Gibbons and Leddy  
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 John C. Reaves, Jr.  
 Virginia Rickett  
 Wilbur Rickett  
 Tumblin Company, a partnership  
 C. R. Tumblin  
 Mali Tumblin aka Amelia Tumblin

CONRON, HEARD & JAMES  
 Suite 7 Haberfelde Bldg. Arcade  
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 (805) 324-4924

Elizabeth Louise Lamb as Executrix  
 of the Estate of J. O. Lamb,  
 deceased  
 Bette Lamb aka Elizabeth Louise  
 Lamb

CHARLES COOK, JR.  
 Banducci Road  
 Tehachapi, Ca 93561  
 (805) 822-4623

Alan M. Fields  
 Mardell S. Fields  
 Elmer F. Jury aka E. F. Jury  
 Madeline A. Jury  
 Edith Petrie  
 Robert Petrie  
 Tehachapi Mountain Land and  
 Orchard Co., a corporation  
 Dick Vander Mayden  
 Opal L. Vander Mayden  
 Barbara G. Von Platen  
 W. G. Von Platen  
 Norman Weintraub  
 Albert Zdenek  
 Marilee Zdenek

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Tehachapi Unified School District

East Kern Escrow Company, as Trustee  
under deeds of trust  
Tehachapi Public Cemetery District,  
a political subdivision  
(Copy also served on East Kern  
Escrow Company, 206 S. Green Street,  
Tehachapi, California, and on  
Tehachapi Public Cemetery District  
at Old Town Road, Tehachapi, Ca.)

Kenneth Frederick  
Fred-Lite Blocks, Inc., a corporation

Wasco Development Company, a  
partnership  
Eric J. & Margaret Kragenbrink  
Ashtown Water Company, a corporation  
Sam Ashe  
W. J. and Rose B. Ford  
Clyde & Allene Beckham  
Clinton A. & Evelyn Bush

Gertrude T. Hall, Colin Houston,  
Arthur W. Kirk and Ruth W.  
West, as Co-Trustees of the  
trust in the Ida May Jameson  
Estate  
Monolith Portland Cement Company,  
a corporation

West Tehachapi Mutual Water Company,  
a corporation

Alice R. Keel  
Simon Keel

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Jefferson & Lillian Robbins  
Albert Rosen  
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Leon Schwartz Trust No. 2  
Shasta Lands, a joint venture  
Technology Development, Inc., a  
corporation

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Boise-Cascade Properties of  
Delaware, Inc., a corporation  
(formerly known as Pacific  
Cascade Land Company)

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Schultz Enterprises, a corporation  
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Harry Wietsma  
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 Chino, Ca

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FILED NOVEMBER 20, 1973

RECORDED NOVEMBER 20, 1973

BOOK 288, PAGE 122 et. seq.  
of Judgment Book

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a Body corporate and politic,	)	NO. 97210
	)	AMENDMENT TO JUDGMENT
Plaintiff,	)	(Enjoining extractions in
vs.	)	excess of specified quantity,
(A) CITY OF TEHACHAPI, a municipal corporation, et al.,	)	appointing Watermaster and
Defendants.	)	otherwise establishing
	)	physical solution)

The application of TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a county water district, Plaintiff herein pursuant to the continuing jurisdiction of this Court as reserved in paragraph 3 of the Judgment herein (entered March 23, 1971 in Book 226, Pages 55 et seq. of Judgments and recorded April 13, 1971 in Book 4513, Pages 234 et seq., Official Records of Kern County Recorder), for an injunction with respect to ground water pumping from Tehachapi Basin (as defined in said Judgment) and the imposition of a physical solution to meet the parties' water needs, including appointment of a Watermaster, duly and regularly came on for hearing in Department 5 of the above-entitled Court, at

1 10:00 o'clock A.M., on October 12, 1973 before the Honorable Jay  
2 R. Ballantyne Judge assigned, after various continuances. Plaintiff  
3 was represented through its attorneys Martin E. Whelan, Jr., Inc.  
4 and Martin E. Whelan, Jr. Certain of the defendants were re-  
5 presented through their respective attorneys as shown in the  
6 records of the Clerk. Notice of hearing was properly and timely  
7 given. Evidence was received on October 12, 1973, the hearing  
8 concluded and the matter submitted on October 12, 1973. The  
9 Court has heretofore made its "Further Findings of Fact and Con-  
10 clusions of Law" herein.

11 As used herein, all terms as defined in said Judgment  
12 at pages 5-8, lines 19-1 shall have the same meanings therein  
13 set forth, with such modification as shall be elsewhere stated  
14 hereafter. The words "Allowed Pumping Allocation for the  
15 calendar year" or like words shall have the meaning set forth  
16 commencing at page 21, line 7 hereof.

17 The Court, pursuant to its reserved jurisdiction under  
18 paragraph 3 of said Judgment, pursuant to said original Findings  
19 of Fact and Conclusions of Law and pursuant to the evidence  
20 adduced at said hearing, and the Further Findings of Fact and  
21 Conclusions of Law heretofore made, does hereby amend said  
22 Judgment by adding thereto the following provisions, numbered  
23 for convenience as paragraphs 11 et seq., to follow in numbered  
24 order the paragraphs in said Judgment as originally entered, the  
25 last paragraph of which is number 10. Appendices are likewise  
26 numbered consecutively to those in said Judgment, the last of  
27 which was Appendix "4". Appendix "2" to said Judgment ("Tehachapi  
28 Basin Area") is again appended and made a part hereof.

1 NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

2 11. Injunction Against Extractions in Excess of Certain  
3 Quantities. Subject to the succeeding provisions and paragraphs  
4 hereof, each party defendant to this action (other than the Depart-  
5 ment of Veterans Affairs of the State of California) and the officials,  
6 agents and employees from time to time of said Department of Veterans  
7 Affairs of the State of California is and are hereby enjoined and  
8 restrained in each calendar year commencing with the calendar year  
9 1974 from extracting from Tehachapi Basin ground water in excess of  
10 the annual quantities in acre feet next set forth, which quantity is  
11 hereinafter referred to as "Allowed Pumping Allocation."

12	<u>Party</u>	<u>Allowed Pumping Allocation</u> <u>Acre-Feet</u>
13	Frank Armstrong, Phyllis Armstrong	118
14	(Mettler & Armstrong, a partnership, tenant)	
15	Ashtown Water Company, a corporation	28
16	Leroy Bassler and Margaret Bassler	3
17	J. G. Bisbee	467 1/3
18	Christopher C. Brevidore and Ida Brevidore	28 2/3
19	Donald R. Burgeis and Betty Jean Burgeis	16
20	(Department of Veterans Affairs of the State of California as holder of legal title under Cal Vet loan)	
21	John O. Christopher and Virginia E. Christopher	18
22	Harold Schlotthauer and Madge Q. Schlotthauer	
23	Alan M. Fields, Mardell S. Fields, Norman	51 1/3
24	Weintraub, Albert Zdenek and Marilee Zdenek	
25	Golden Hills Community Services District, a body corporate and politic	106
26	Frank Goodrick and Moneta M. Goodrick	12 2/3
27	Grand Oaks Water Company, a corporation	4
28	Henry B. Hand	26 2/3

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ATTORNEYS AT LAW  
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CALIFORNIA 90607  
TELEPHONE 945-3756

1	Edwin J. Van Zandt and Jennie B. Van Zandt (successors in interest to Ewald Handel and Ethel M. Handel)	17 1/3
2		
3	F. G. Hernandez, aka Frank G. Hernandez, and Beatrice Hernandez	3
4		
5	Joaquina Iriart for life, then to Jack Iriart (to be distinguished from Jack R. Iriart) as to remainder	223 1/3
6		
7	Jacobsen Bros. Turf Farms, Inc. a cor- poration, former name Jacobsen Bros., Inc.	386
8	Jacobsen Orchards, Inc., a corporation	177 1/3
9	Elmer J. Jury, aka E. F. Jury, and Madeline A. Jury	31 1/3
10		
11	Mojave Public Utility District	50
12	Monolith Portland Cement Company, a corporation	991 1/3
13	Robert Monroe and Mary Alice Monroe	40
14	Joseph F. Noriega and Irma Noriega (successors in interest to Manley H. Reitz and Janet Reitz)	300 2/3
15		
16	Fred D. Patterson and Laviece Patterson	125 1/3
17	E. H. Pearson	13 1/3
18	Susan Phillips	4 2/3
19	Anne Reaves, John C. Reaves, Jr., Virginia Rickett, Wilbur Rickett, C. R. Tumblin, Mali Tumblin, aka Amelia Tumblin, Tumblin Company, a partnership	192
20		
21	Melvin Ruff and Frances Ruff*	3
22	Tehachapi Orchards, Inc., a corporation (successor in interest to Ernest Schnaidt)	416 2/3
23		
24	Evelyn Smith	24
25	Southern Pacific Transportation Company (formerly Southern Pacific Railroad Co.), a corporation	65 1/3
26		
27	Vaughn Squires and Vivian Squires	8 2/3
28	*See listing also under "Party-Domestic Wells"	

1	Darrell Stevens and Louise E. Stevens	12 2/3
2	Grant Sullivan and Cozette Sullivan, Mortimer Sullivan and Susan Sullivan	356 2/3
3	Grant D. Sullivan and Mortimer J. Sullivan	236 2/3
4	as Co-trustees under the Will of Percy J. Hayes, and Gertrude D. Carroll (successors 5 in interest to Kiethly-McPherrin, Inc.)	
6	G. M. Summy and Nita Summy	6
7	City of Tehachapi, a municipal corporation	502
8	Tehachapi Public Cemetery District, a political subdivision	7 1/3
9	Tehachapi Unified School District	20
10	Max Thelen, Jr., Wells Fargo Bank and I. W.	226 2/3
11	Hellman all as Co-trustees of the S. H. Cowell Foundation	
12	M. R. White and Mildred White*	3
13	Lewis M. Dye, Sr.*	3
14	Sidney Gilreath and Lorene Gilreath	3
15	Domenicio Girauda, aka Domenico Girauda*	3
16	Robert W. Karpe and Phyllis J. Karpe*	3
17	Simon Keel and Alice Keel	3
18	A. F. Leiva and Margaret Leiva*	3
19	Allan W. Small and Winifred Small (successors 20 in interest to Wallace K. Love and Gloria D. Love)	3
21	Harold T. Lutge and Helen Lutge (successors 22 in interest to Bette Lamb, aka Elizabeth Louise Lamb as Executrix of Estate of J. O. 23 Lamb, deceased)	3
24	White Oak Knolls Water Corporation, a corporation	3
25	West Tehachapi Mutual Water Company, a corporation	3
26	Harry Wietsma	3
27	Louise Yeager	3
28	*See listing also under "Party-Domestic Wells"	

1	<u>PARTY DOMESTIC WELLS</u>	
2	Lester J. Anderson and Leatta M. Anderson	3
3	Sam Ashe and Esther Ashe	3
4	Alverda Bassler and George Bassler	3
5	Endelva Troy and Vincent J. Troy (successors in interest to Vance Brite and Hattie Brite)	3
6	John Spoor Broome	3
7	Haskell Brummett and Dwana M. Brummett	3
8	Morris Burton and Virginia Ellen Burton	3
9	Gertrude D. Carroll	3
10	Alice Cazacus Seeger	3
11	Henry D. Church, Maxine Church, Edmond	3
12	Fowler, Billie J. Fowler, Glen Killings- worth and Mildred Killingsworth, Marion	
13	Killingsworth and Dora Killingsworth	
14	Lewis A. Colvin and Nan L. Colvin	3
15	Lewis M. Dye, Sr.	3
16	W. J. Ford and Rose B. Ford	3
17	Lewis Foster and Dorothy Foster	3
18	Fred-Lite Blocks, Inc., a corporation	3
19	Kenneth Frederick	3
20	Robert B. Freeman, Jr. and Betty Lou Freeman	3
21	Alvin Gary and Wilma J. Gary	3
22	Domencio Girauda aka Domenico Girauda	3
23	Louis Goebel and Kathleen Goebel	3
24	R. E. Grind and Helen Grind	3
25	Theodore H. Haun and Avis E. Haun	3
26	W. C. Hedberg and Ruth Hedberg	3
27	Harold Hedge and Grace B. Hedge	3
28	Herb Hemphil and Alice Hemphil, aka Herb Hemphill and Alice Hemphill	3

1	Charlie J. Honeycutt and Kathryn Honeycutt	3
2	Leroy Bassler and Margaret Bassler	3
3	John Johnson and Eva L. Johnson	3
4	Robert W. Karpe and Phyllis J. Karpe	3
5	Beverly Maher and James F. Maher (successors in interest to Carl Ledyard and Christine M. 6 Ledyard)	3
7	A. F. Leiva and Margaret Leiva	3
8	Herb Marble and Dorothy Marble (Department of Veterans Affairs of the State of Cali- 9 fornia as holder of legal title under Cal Vet Loan, First Western Bank and Trust Co., 10 assignee of rentals)	3
11	Lee Marigold and Clara Marigold	3
12	Charles Metzler and Margaret Metzler	3
13	Motor Center, a corporation	3
14	O. D. Odin and Ruth M. Odin	3
15	Charles Powell and Elizabeth Powell	3
16	Joseph D. Printup	3
17	William Reeves and Lavonia Reeves	3
18	R. James Reiswig and Alice Knox Reiswig	3
19	William Robinson and Imogene Robinson	3
20	Melvin Ruff and Frances Ruff	3

1	Tehachapi Unified School District	3
2	Richard Van Burklee	3
3	Dick Vander Mayden and Opal L. Vander Mayden	3
4	Pete Vukich and Jewell Vukich	3
5	Jerome Warner and Laura Warner	3
6	Howard Welden and Emma Welden aka Erma Welden	3
7	M. R. White and Mildred White	3
8	Edward M. Wiggins and Mary Ellen Wiggins	3
9	Lora M. Woods	3
10	All other parties	0
11	(See definition of "party" as including	
12	successors in interest, agents, etc.,	
	paragraph 24 hereafter.)	

13                   The foregoing injunction as to Defendant GOLDEN HILLS  
14 COMMUNITY SERVICES DISTRICT is subject to the exception set forth  
15 in paragraph 1 of the Judgment, page 15, lines 1-8.

16                   To the extent any party is listed with an Allowed Pumping  
17 Allocation above the caption "PARTY DOMESTIC WELLS" and below  
18 that caption, the same constitute separate Allowed Pumping  
19 Allocations. The wells from which the pumping occurred whereby  
20 the Base Water Rights of the parties labeled "PARTY DOMESTIC  
21 WELLS" were established are as set forth in Appendix "5" hereto.

22                   12. Carry-over of Portion of Allowed Pumping Allocation.  
23 In order to add flexibility to the Judgment and assist in the  
24 physical solution to the problems of Tehachapi Basin, each  
25 party whose Allowed Pumping Allocation is less than its Base  
26 Water Right, and who, during a particular calendar year  
27 commencing with calendar year 1974, does not extract from  
28 Tehachapi Basin a total quantity equal to such party's Allowed

1 Pumping Allocation, is permitted to carry over from such calendar  
2 year for a period not in excess of the two next succeeding calendar  
3 years the right to extract from Tehachapi Basin so much of said  
4 total quantity as it did not extract in the particular calendar  
5 year, not to exceed 25% of such party's Allowed Pumping Allocation.

6 For purposes of this paragraph and paragraph 16, the  
7 following shall be deemed the order in which water is pumped by an  
8 Exchangee in a calendar year: first, any carry-over of Exchange  
9 Pool purchases pursuant to paragraph 16(i); next, that party's  
10 Allowed Pumping Allocation without regard to the carry-over pro-  
11 vided by this paragraph; next, such carry-over with the oldest  
12 portion thereof being deemed first pumped; and finally, that party's  
13 Exchange Pool purchases during the calendar year. Quantities sub-  
14 scribed to the Exchange Pool by any Exchangor during a particular  
15 calendar year and allocated among Exchangees shall be deemed  
16 pumped by the Exchangor during that calendar year, to the extent  
17 imported water is taken by the Exchangor pursuant to paragraph  
18 16.

19 13. When Over-extractions May be Permitted.

20 (a) Underestimation of Requirements for Water. Any  
21 party hereto either having an Allowed Pumping Allocation or not,  
22 who, in good faith, underestimates its requirements for water  
23 and, accordingly purchases from the Exchange Pool a lesser  
24 quantity than it should have purchased, may extract in a water  
25 year an additional quantity of water not to exceed: (i) 10% of  
26 such party's Allowed Pumping Allocation or 5 acre feet, whichever  
27 is greater, and (ii) any amount in addition thereto which may be  
28 approved in advance by the Watermaster, which may be on such

1 conditions as the Watermaster shall impose additional to those  
2 hereafter provided, as for example, a deposit to assure adequate  
3 Exchange Pool purchases during the ensuing calendar year.

4 (b) Reductions in Allowed Pumping Allocations in  
5 Succeeding Years to Compensate for Permissible Over-extractions.

6 Any such party's Allowed Pumping Allocation for the following  
7 calendar year shall be reduced by the amount over-extracted pur-  
8 suant to subparagraph (a) provided that if the Watermaster  
9 determines that such reduction in the party's Allowed Pumping  
10 Allocation in one calendar year will impose upon such a party an  
11 unreasonable hardship, the said reduction in said party's Allowed  
12 Pumping Allocation shall be prorated over a period of two  
13 calendar years succeeding that in which the excessive extractions  
14 by the party occurred. Application for such relief to the  
15 Watermaster must be made not later than the February 10 after the  
16 end of the calendar year in which such excessive pumping occurred.

17 (c) Reductions in Allowed Pumping Allocations for the  
18 Next Succeeding Calendar Year to Compensate for Non-Permitted  
19 Overpumping. Whenever a party over-extracts in excess of 10% of  
20 such party's Allowed Pumping Allocation, or 5 acre feet, whichever  
21 is greater, and such excess has not been approved in advance by  
22 the Watermaster, then such party's Allowed Pumping Allocation  
23 for the following calendar year shall be reduced by an amount  
24 equivalent to its total over-extractions in the particular  
25 calendar year in which it occurred.

26 (d) Exchangors For a Particular Calendar Year May Over-  
27 extract in Certain Instances. Where a party has been designated  
28 as an Exchangor for a particular calendar year, and is unable

1 by reason of interruption of Plaintiff DISTRICT'S deliveries to  
2 comply with its required subscription under paragraph 16, such  
3 Exchangor may extract from Tehachapi Basin such additional  
4 requirement, but the Exchangor shall then make additional payments  
5 for imported water taken as provided in subparagraph (b) of  
6 paragraph 16 and the Watermaster in the succeeding year shall apply  
7 the provisions of subparagraph (j) of paragraph 16.

8 (e) Reports of Certain Over-extractions to the Court.

9 Whenever a party over-extracts in excess of 10% of such party's  
10 Allowed Pumping Allocation, or 5 acre feet, whichever is greater,  
11 without having obtained prior approval of the Watermaster,  
12 such shall constitute a violation of the Judgment and the Water-  
13 master shall make a written report to the Court for such action  
14 as the Court may deem necessary. Such party shall be subject  
15 to such injunctive and other processes and action as the Court  
16 might otherwise take with regard to any other violation of such  
17 Judgment.

18 (f) Effect of Over-extractions on Rights. No party who

19 extracts from Tehachapi Basin in any calendar year a greater  
20 quantity than its Allowed Pumping Allocation shall acquire any  
21 additional rights by reason of such additional extractions.

22 (g) Effect of Negative Allowed Pumping Allocation.

23 Any party who over-extracts in any calendar year so as to  
24 result in a negative Allowed Pumping Allocation for the next  
25 succeeding calendar year shall in the next succeeding calendar  
26 year purchase sufficient Exchange Pool water to meet its  
27 deficit and anticipated needs for the next succeeding calendar  
28 year.

1           14. Appointment of Watermaster. The Court hereby  
2 appoints Plaintiff DISTRICT as Watermaster to administer the  
3 Judgment as amended from time to time, with the powers, duties  
4 and responsibilities set forth in paragraph 15 hereof and else-  
5 where in this Judgment as so amended from time to time. Plaintiff  
6 DISTRICT by appropriate resolution of its Board of Directors,  
7 filed with this Court, may delegate the various Watermaster  
8 functions, or such thereof as it shall determine, to its General  
9 Manager and/or Assistant Manager. In addition, the Watermaster  
10 may utilize such of Plaintiff DISTRICT'S hired personnel and  
11 contracted personnel as it shall deem appropriate in carrying out  
12 its said Watermaster functions.

13           15. WATERMASTER ADMINISTRATION PROVISIONS.

14           (a) Duties, Powers and Responsibilities of Watermaster.

15 In order to assist the Court in the administration and enforcement  
16 of the provisions of this Judgment and to keep the Court fully  
17 advised in the premises, the Watermaster shall have the following  
18 duties, powers and responsibilities in addition to those before  
19 or hereafter provided in this Judgment:

20           (i) Watermaster May Require Reports, Information  
21 and Records. To require of parties the furnishing of such  
22 reports, information and records as may be reasonably necessary  
23 to determine compliance or lack of compliance by any party with  
24 the provisions of this Judgment, and to implement the provisions  
25 of the Exchange Pool provided for in paragraph 16, including  
26 payments to be made pursuant thereto.

27           (ii) Certain Parties Required to Install Measuring  
28 Devices; Watermaster to Interpret and Enforce. Other than

1 hereinafter provided each party shall install on each well a  
2 water measuring device of a type prescribed by Watermaster rules  
3 on each well. Such devices shall be installed prior to extracting  
4 any ground water from Tehachapi Basin on or after January 1, 1974.  
5 There shall be excepted from the foregoing purely domestic wells  
6 and those wells which in the judgment of the Watermaster will not  
7 collectively with any other wells on the same parcel or contiguous  
8 parcels, produce 25 acre feet or more in a calendar year, provided  
9 that the above exception shall not apply to any party who requests  
10 the purchase of Exchange Pool water. Any such exception granted  
11 may be later revoked by the Watermaster. The parties shall  
12 install and maintain such devices at their own expense.

13 (iii) Inspections by Watermaster. To make inspec-  
14 tions of ground water production facilities and measuring devices  
15 at such times and as often as may be reasonable under the cir-  
16 cumstances, to calibrate or test such devices, and require the  
17 parties to provide such maintenance, repairs or replacements  
18 as are reasonably necessary to provide accurate water measurement.

19 (iv) Annual Report. The Watermaster shall prepare,  
20 file with the Court and mail to each of the parties on or before  
21 April 15, 1975 and each year thereafter an annual report for  
22 the preceding calendar year, the scope of which shall include  
23 but not be limited to the following:

- 24 a. Ground Water Extractions  
25 b. Exchange Pool Operation  
26 c. Use of Imported Water  
27 d. Violations of Judgment and Corrective  
28 Action Taken

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- e. Change of Ownership of Water Rights, Leases and Licenses Thereof
- f. Watermaster Administration Costs
- g. A statement, in a separate section, of those matters in the report which constitute written findings, orders or determinations as provided for in subparagraph (c) of this paragraph 15.
- h. Recommendations, if any

(v) Annual Budget and Appeal Procedure in Relation Thereto. The Watermaster shall annually prepare a tentative budget for each calendar year stating the anticipated expense for administering the provisions of this Judgment. The Watermaster shall mail a copy of said tentative budget to each of the parties hereto at least 75 days before the beginning of each calendar year. For the first calendar year of operation under this Judgment, if the Watermaster is unable to meet the above time requirement, the Watermaster shall mail said copies as soon as possible. If any party hereto has any objection to said tentative budget, it shall present the same in writing to the Watermaster within 30 days after the date of mailing of said tentative budget by the Watermaster. If no objections are received within said period, the tentative budget shall become the final budget. If objections are received, the Watermaster shall within 20 days thereafter, consider such objections, prepare a final budget and mail a copy thereof to each party hereto, together with a statement of the amount assessed to each party. Any party may apply to the Court within 30 days

1 after the mailing of such final budget for a revision thereof  
2 based on specific objections thereto. The parties hereto shall  
3 make the payments otherwise required of them to the Watermaster,  
4 even though such a request for revision has been filed with the  
5 Court. Upon any revision by the Court the Watermaster shall  
6 either remit to the parties their prorata portions of any re-  
7 duction in the budget, or credit their accounts with respect  
8 to their budget assessments for the next ensuing calendar year,  
9 as the Court shall direct.

10 The final budget (after deduction of any portion thereof  
11 which Plaintiff DISTRICT shall elect to assume) shall be assessed  
12 among the parties having an Allowed Pumping Allocation under  
13 this Judgment in the ratio of the quantities of their respective  
14 Allowed Pumping Allocations, after first excluding (i) any  
15 party having an Allowed Pumping Allocation of 10 acre feet or  
16 less and (ii) any party who has not extracted water from Tehachapi  
17 Basin for a period of two (2) successive calendar years prior to  
18 the calendar year in which the tentative budget should be mailed  
19 by the Watermaster under the provisions of this subparagraph (v),  
20 and whose Allowed Pumping Allocation has not been utilized in  
21 whole or in part during that period, whether by subscription to  
22 the Exchange Pool as an Exchangor or otherwise.

23 Payment of the assessment provided for herein, subject  
24 to adjustment by the Court as provided, shall be made by each  
25 such party prior to beginning of the calendar year to which  
26 the assessment relates, or within 90 days after the mailing of  
27 the tentative budget, whichever is later. If such payment by  
28 any party is not made on or before said date, the Watermaster

1 shall add an administrative charge of 5% thereof to such party's  
2 statement plus interest at 1% for each month or part thereof that  
3 the payment is delinquent. Payment required of any party here-  
4 under may be enforced by execution issued out of the Court, or  
5 as may be provided by any order hereinafter made by the Court,  
6 or by other proceedings by the Watermaster, or by any party  
7 hereto on the Watermaster's behalf. Each party is hereby  
8 ordered to pay any such budget assessment within the time herein  
9 provided.

10 Any money unexpended at the end of any calendar year  
11 shall be applied to the budget of the next succeeding calendar  
12 year.

13 (vi) Rules. The Watermaster may adopt and amend  
14 from time to time such rules as may be reasonably necessary to  
15 carry out its duties, powers and responsibilities under the  
16 provisions of this Judgment. The rules shall be effective on  
17 such date after the mailing thereof to the parties as is speci-  
18 fied by the Watermaster, but not sooner than 30 days after such  
19 mailing.

20 (b) Use of Facilities and Data Collected by Other  
21 Governmental Agencies. The Watermaster is directed not to  
22 duplicate the collection of data relative to conditions of the  
23 Tehachapi Basin which is then being collected by one or more  
24 governmental agencies, but where necessary the Watermaster may  
25 collect supplemental data. Where it appears more economical to  
26 do so, the Watermaster is directed to use such facilities or  
27 other governmental agencies as are available to it under either  
28 no cost or cost agreements with respect to the receipt of

1 reports, billings to parties, mailings to parties, and similar  
2 matters.

3 (c) Appeal from Watermaster Decisions Other Than With  
4 Respect to Budget. Any party interested therein who has objection  
5 to any rule, determination, order or finding made by the Water-  
6 master, may make objection thereto in writing delivered to the  
7 Watermaster within 30 days after the date the Watermaster mails  
8 written notice of the making of such rule, determination, order  
9 or finding, and within 30 days after such delivery the Water-  
10 master shall consider said objection and shall amend or affirm  
11 his rule, determination, order or finding and shall give notice  
12 thereof to all parties. Any such party may file with the Court  
13 within 30 days from the date of said notice any objection to such  
14 rule, determination, order or finding of the Watermaster and  
15 bring the same on for hearing before the Court at such time as  
16 the Court may direct, after first having served said objections  
17 upon all other parties. The Court may affirm, modify, amend  
18 or overrule any such rule, determination, order or finding of  
19 the Watermaster. The provisions of this paragraph shall not  
20 apply to budgetary matters, as to which the appellate procedure  
21 has heretofore been set forth. Any objection under this paragraph  
22 shall not stay the rule, determination, order or finding of the  
23 Watermaster. However, the Court, by ex parte order, may provide  
24 for a stay thereof on application of any interested party on  
25 or after the date that any such party delivers to the Water-  
26 master any written objection. Any matter stated in the annual  
27 Watermaster report, affecting the rights of any party, as to  
28 which a written determination, order or finding has not

1 theretofore been made shall constitute a written determination,  
2 order or finding as the case may be to the extent so stated  
3 pursuant to subparagraph (a)(iv)g of this Paragraph 15.

4 (d) Effect of Non-Compliance by Watermaster with  
5 Time Provisions. Failure of the Watermaster to perform any  
6 duty, power or responsibility set forth in this Judgment within  
7 the time limitation herein set forth shall not deprive the  
8 Watermaster of authority to subsequently discharge such duty,  
9 power or responsibility, except to the extent that any such  
10 failure by the Watermaster may have rendered some otherwise  
11 required act by a party impossible.

12 (e) Effect of Watermaster Rules, Determinations, Etc.  
13 All assessments, rules, requirements, determinations, orders  
14 and findings of the Watermaster under this paragraph 15 or other  
15 provisions of this Judgment as amended, when final, shall have  
16 the same effect as if the Court had ordered and enjoined the  
17 parties to do or refrain from doing the particular act involved  
18 or to pay the assessment or other payment in this Judgment  
19 as amended.

20 16. "Exchange Pool". It is necessary and desirable  
21 that a further physical solution be adopted whereby Tehachapi  
22 Basin may in effect be utilized to serve the supplemental needs  
23 for water of as many of the parties as feasible, consistent with  
24 the preservation of that basin, the rights of the parties and  
25 contractual restrictions upon Plaintiff DISTRICT with respect to  
26 its imported water project. Such can be accomplished through an  
27 exchange of water whereby certain parties ("Exchangors") who  
28 might not need imported water, but who adjoin or are in economic

1 proximity to Plaintiff DISTRICT's pipeline, are required to take  
2 imported water therefrom and reduce their otherwise permitted  
3 ground water pumping accordingly to the extent necessary to allow  
4 other parties ("Exchangees") to pump their additional needs from  
5 Tehachapi Basin, rather than necessitate the construction of  
6 expensive distribution facilities. The succeeding provisions,  
7 termed the "Exchange Pool" provisions provide for the above  
8 objective while providing the necessary monetary adjustments to  
9 make the Exchangors economically whole as nearly as feasible.  
10 As a result, the Exchangor by taking imported water in lieu of  
11 exercising otherwise permitted pumping rights, is in effect  
12 exercising that pumping right and the Exchangee, to the extent  
13 of pumping pursuant to Exchange Pool purchases, is in effect  
14 obtaining imported water.

15 (a) Definitions.

16 (i) "Exchangor" is a party who may be required to  
17 reduce its annual ground water extractions below its Allowed  
18 Pumping Allocation for the particular calendar year, whereby it  
19 will take all or part of what it would otherwise extract from  
20 Tehachapi Basin from Plaintiff DISTRICT's imported water supply.  
21 Until further amendment hereof, "Exchangor" shall include only  
22 the following parties whose pumping rights have heretofore been  
23 devoted to agricultural usage, so long as the same are so devoted,  
24 with respect to the lands generally shown on Appendix "6":

- 25 (1) Frank Armstrong, Phyllis Armstrong (Mettler  
26 & Armstrong, a partnership, tenant)  
27 (2) Jacobsen Bros. Turf Farms, Inc.,  
a corporation  
28 (3) Jacobsen Orchards, Inc., a  
corporation

- 1 (4) Joseph F. Noriega and Irma Noriega  
2 (5) Tehachapi Orchards, Inc.,  
a corporation  
3 (6) Fred Patterson  
4 (7) Grant Sullivan and Cozette Sullivan,  
5 Mortimer Sullivan and Susan Sullivan

6 (See definition of party as including successors in  
7 interest, agents, etc., paragraph 24 hereafter.)

8 In addition, any party who by stipulation with the  
9 Watermaster agrees to be an "Exchangor" shall be deemed added to  
10 the list contained hereinabove. Any such additional Exchangor  
11 shall be a party whose pumping rights have heretofore been devoted  
12 to agricultural usage, and such party shall be deemed an Ex-  
13 changor only so long as the same are so devoted with respect to  
14 lands described or shown by map in the said stipulation.

15 (ii) "Exchangor for the calendar year" shall  
16 include one or more Exchangors designated by the Watermaster to  
17 so reduce their ground water extractions during a particular  
18 calendar year. The Watermaster shall not so designate any Ex-  
19 changor unless such party already has a connection to take im-  
20 ported water from Plaintiff DISTRICT, or Plaintiff DISTRICT  
21 concurrently advises the Exchangor that it will forthwith install  
22 at Plaintiff DISTRICT's expense, a connection which will allow  
23 that Exchangor to take imported water at such place on its prop-  
24 erty so that it can be effectively distributed through any exist-  
25 ing distribution system, and Plaintiff DISTRICT does so connect.

26 (iii) "Exchangee" is any party, other than an  
27 Exchangor for the calendar year, who qualifies under the succeed-  
28 ing provisions of this paragraph 16, and timely files a request

1 to purchase Exchange Pool water so as to permit it to extract from  
2 Tehachapi Basin during that year quantities additional to its  
3 otherwise Allowed Pumping Allocation for the particular calendar  
4 year, without application of the provisions of paragraph 13.

5 (iv) "Allowed Pumping Allocation for the calendar  
6 year" is the Allowed Pumping Allocation of the party as increased  
7 or reduced by acquisitions or dispositions, including in both  
8 cases but not limited to sales, leases and licenses, and as in-  
9 creased or reduced from time to time after calendar year 1974 on  
10 account of permitted carry-overs under paragraph 12 and on account  
11 of over-extractions under paragraph 13 or otherwise. Permitted  
12 increases in extractions by reason of operation of the Exchange  
13 Pool, and permitted carry-overs resulting therefrom, shall not  
14 be considered in computing "Allowed Pumping Allocation for the  
15 calendar year", but shall be accounted for by the Watermaster  
16 separately. Reductions in extractions by Exchangors for the  
17 calendar year pursuant to Exchange Pool subscriptions, to the  
18 extent of imported water taken, shall be accounted for by the  
19 Watermaster as "imported water in lieu of pumping" and shall be  
20 considered as having been pumped by that Exchangor. Non-permitted  
21 over-extractions (as well as permitted over-extractions) shall  
22 reduce the Allowed Pumping Allocation for the following calendar  
23 year, but such non-permitted over-extractions shall not prevent  
24 invoking any appropriate remedy against such party so over-  
25 extracting. An Allowed Pumping Allocation for a particular cal-  
26 endar year may be a negative figure.

27 (v) "Term M&I Exchangee" is a party who enters into  
28 a term M&I agreement with the Plaintiff DISTRICT as with respect to

1 Exchange Pool water for municipal and industrial use. The Plaintiff  
2 DISTRICT shall not be obligated to offer such agreements unless it  
3 then offers substantially similar agreements to municipal and  
4 industrial users purchasing imported water directly from it.

5 (vi) "Agricultural use" of water is that water used  
6 primarily in the commercial production of agricultural crops or  
7 livestock, including domestic use incidental thereto, on tracts  
8 of land operated in units of more than two (2) acres.

9 (vii) "Municipal and industrial use" or "M&I use"  
10 is that use of water for any use that does not come within the  
11 definition of agricultural use above.

12 (viii) "Undue hardship" means unusual and severe  
13 economic or operational hardship, other than that arising by reason  
14 of any differences in cost to a party then having an existing  
15 connection for the taking of imported water, or who may economic-  
16 ally obtain such a connection as provided in subparagraph (d)(iii),  
17 as compared to taking an equivalent quantity from the Exchange Pool  
18 as an Exchangee. "Cost" as used in this definition includes all  
19 costs including but not limited to drilling and maintaining wells  
20 and obtaining a connection for and delivery of imported water.

21 (b) Qualifications for Water Service from Plaintiff  
22 DISTRICT: Exchangors and Exchangees. Each Exchangor, upon being  
23 designated as an Exchangor for the calendar year, shall, if it is  
24 not then so qualified, qualify through appropriate application with  
25 Plaintiff DISTRICT for imported water service and shall at all  
26 times be subject to and comply with the rules and regulations  
27 of Plaintiff DISTRICT as amended from time to time (collectively  
28 hereafter in this paragraph 16 referred to as "said rules and

1 regulations") with respect to imported water service, subject to  
2 the succeeding provisions and those contained in subparagraph (f).  
3 Each party desiring to be an Exchangee shall, prior to being allo-  
4 cated Exchange Pool water, so qualify with Plaintiff DISTRICT and  
5 shall be subject to and comply with said rules and regulations,  
6 provided that its payments for Exchange Pool water and reports  
7 shall be made to the Watermaster rather than directly to Plaintiff  
8 DISTRICT.

9           To the extent imported water is taken by an  
10 Exchangor for a calendar year up to the amount of its "required  
11 subscription" to the Exchange Pool as hereafter defined, and in  
12 the amount said Exchangor reduces its pumping below its otherwise  
13 Allowed Pumping Allocation for the calendar year, such Exchangor  
14 shall not be required to make payments to Plaintiff DISTRICT for  
15 such quantity, but shall pay the Watermaster in accordance with  
16 the provisions of subparagraphs (h) and (i) of this paragraph 16. Non-  
17 payment to the Watermaster shall have the same effect as  
18 non-payment to the Plaintiff DISTRICT for purposes of the rights  
19 of Plaintiff DISTRICT to disconnect for non-payment, to collect  
20 reconnection charges and related matters. So long as such  
21 Exchangor is in compliance with said required subscription, the  
22 first imported water taken by it shall be deemed in lieu of  
23 exercising its otherwise Allowed Pumping Allocation for the  
24 calendar year, for which payment will be made to the Watermaster  
25 under said subparagraphs (h) and (i). If it should later pump or permit  
26 pumping in excess of its Allowed Pumping Allocation for the  
27 calendar year less the quantity of its required subscription, it  
28 shall to that extent forthwith pay to the Plaintiff DISTRICT the

1 amount which would have been owing thereto as a customer of  
2 Plaintiff DISTRICT apart from the provisions of this paragraph 16  
3 less the sums theretofore paid to the Watermaster with respect to  
4 such quantity, and such late charges as may be provided by said  
5 rules and regulations; provided such late charges shall not be  
6 applicable if such excess pumping is permitted under subparagraph  
7 (d) of paragraph 13 and the Exchangor makes any required payment  
8 within thirty (30) days. Any such payment shall not relieve such  
9 Exchangor from appropriate remedies for violation of this Judgment.  
10 For all other imported water taken, such Exchangor shall pay the  
11 Plaintiff DISTRICT directly at its applicable rates.

12 (c) Restrictions on Use of Water Purchased From Exchange  
13 Pool; Conversion of Use and Additional Payment. Notwithstanding  
14 any other provision of this paragraph 16, no party may be an  
15 Exchangee with respect to water, nor shall any Exchangee use or  
16 permit the use of Exchange Pool water, where by reason of the  
17 intended use thereof or place of use such would be contrary to  
18 said rules and regulations or no rate therefor has been established  
19 under said rules and regulations, or such would be in violation of  
20 Plaintiff DISTRICT'S Contract No. 14-06-200-5514A with the United  
21 States Department of Interior, Bureau of Reclamation. If any  
22 party who shall have ordered Exchange Pool water for agricultural  
23 use shall convert the same to municipal and industrial use, that  
24 party's Exchange Pool payments to that extent shall be made based  
25 on Plaintiff DISTRICT'S rates for municipal and industrial water,  
26 and if any such party violates said rules and regulations, it  
27 shall pay to the Watermaster, in addition to the Exchange Pool  
28 price as hereafter provided, such other charges as would be payable

1 to Plaintiff DISTRICT under its said rules and regulations were the  
2 water taken by the Exchange from Plaintiff DISTRICT as a customer  
3 without regard to this paragraph 16. Provided a party makes full  
4 disclosure to the Watermaster of all facts pertaining thereto, if  
5 the Watermaster makes an erroneous determination that the proposed  
6 use does not violate the provisions of this subparagraph, and allo-  
7 cates the requested Exchange Pool water to the Exchangee, such  
8 determination shall be considered final for that calendar year  
9 insofar as the Exchangee is concerned.

10 (d) Parties Who May Purchase Water From Exchange Pool;

11 Restriction on Use. Any party may purchase water from the Exchange  
12 Pool except: (i) an Exchangor for the particular calendar year with  
13 respect to the lands generally shown on Appendix "6"; (ii) a party  
14 with respect to water required for agricultural use on lands conti-  
15 guous to Plaintiff's pipeline or lines for delivery of imported  
16 water, and (iii) a party with respect to water required for agri-  
17 cultural use on lands in such proximity to Plaintiff's pipeline or  
18 lines that such party, in relation to the quantity of water needed,  
19 can economically obtain a connection thereto, as determined by the  
20 Watermaster - unless and to the extent that such party is able to  
21 establish to the satisfaction of the Watermaster that there would  
22 be an undue hardship to require that party to take all of its  
23 supplemental needs for that land, over and above its Allowed Pumping  
24 Allocation for the particular calendar year, directly from the im-  
25 ported water supply. Any request from such a party having such a  
26 connection or who can so obtain a connection, with respect to the  
27 lands capable of being serviced therefrom, shall contain facts upon  
28 which the undue hardship is claimed, and the Watermaster shall limit

1 Exchange Pool participation to the quantities reasonably required to  
2 eliminate such undue hardship. Notwithstanding the foregoing, no  
3 party who is then in default on payment of any prior Exchange Pool  
4 purchase or any Watermaster administration assessment or who is not  
5 then qualified to obtain imported water from Plaintiff DISTRICT may  
6 purchase water from the Exchange Pool. Notwithstanding the fore-  
7 going, the owner from time to time of the "Bisbee" property shown on  
8 Appendix "6" hereto shall not be an Exchangee unless a stipulation  
9 with the Watermaster is entered into adding that owner as an "Ex-  
10 changor" under subparagraph (a)(i) above of this paragraph 16. Such  
11 stipulation shall be entered into by the Watermaster upon request by  
12 such owner, whereupon such owner shall be entitled to be an Ex-  
13 changee with respect to said Bisbee property, except to the extent  
14 such owner as to any calendar year has been designated as an  
15 Exchangor for the particular calendar year. Any such owner who is a  
16 successor in interest of Defendant J. G. BISBEE shall first become  
17 a party of record.

18 (e) Reports by Exchangor and Requests by Exchangees. No  
19 later than February 1 of each calendar year, commencing with 1974,  
20 each Exchangor shall file with the Watermaster an estimate of its  
21 agricultural water requirements for that calendar year with respect  
22 to the property as shown on Appendix "6" by reason of which it is an  
23 Exchangor. By the same date each party desiring to purchase water  
24 from the Exchange Pool as an Exchangee shall file with the Watermaster  
25 a request to so purchase, setting forth, in addition to any infor-  
26 mation required under subparagraphs (c) and (d), the amount of water  
27 in acre feet that such party estimates it will require during the  
28 then current calendar year in excess of its Allowed Pumping

1 Allocation for that particular calendar year. In addition, the  
2 request, which shall be on a form provided by the Watermaster, shall  
3 contain such other information as the Watermaster shall require,  
4 including but not limited to the place of use and whether the water  
5 will be used for agricultural use or M&I use, or partially for each,  
6 and if so the quantity to be employed for each such use. No such  
7 request to purchase Exchange Pool water shall be honored with respect  
8 to any water to be used contrary to the restrictions in subparagraph  
9 (c). No quantity designated for agricultural use shall be employed  
10 for M&I use. By the same date each Exchangor shall likewise file  
11 a contingent request to purchase Exchange Pool water, containing  
12 the same information, to be applicable in the event that that  
13 Exchangor is not designated by the Watermaster as an Exchangor for  
14 that calendar year.

15           Each Exchange Pool request shall contain the offer  
16 by the Exchangee to pay to the Watermaster the Exchange Pool price  
17 for each acre foot so requested, which upon notification from the  
18 Watermaster pursuant to subparagraph (g) shall constitute an  
19 agreement to so pay. Such application shall also contain the  
20 agreement of the party to comply with all other provisions of this  
21 paragraph 16 and with such other provisions not inconsistent with  
22 this Judgment as amended, as the Watermaster shall insert therein.

23           (f) Designation of Exchangors for Calendar Year. On or  
24 prior to March 1 of each calendar year, the Watermaster shall  
25 designate those Exchangors who shall serve as Exchangors for  
26 that calendar year by written notice to them. In selecting  
27 such Exchangors the Watermaster shall attempt to utilize the  
28 least number of Exchangors necessary and apply such other

1 criteria as may be relevant. No Exchangor shall be designated  
2 as an Exchangor for a calendar year unless to the extent it  
3 already has an adequate connection for the taking of imported  
4 water or concurrently with its designation Plaintiff DISTRICT  
5 notifies that Exchangor that upon application for wa er service  
6 it will install the necessary facilities in accordance with  
7 subparagraph (a)(ii) of this paragraph 16 at Plaintiff DISTRICT'S  
8 own expense but otherwise in accordance with Plaintiff DISTRICT'S  
9 rules and regulations. No Exchangor shall be designated as an  
10 Exchangor for a calendar year if the same will result in "undue  
11 hardship" (see subparagraph (a)(viii)). If an Exchangor is so  
12 designated and such undue hardship later appears, the Watermaster  
13 shall rescind that designation with the same effect and conse-  
14 quences as set forth in paragraph 13(d).

15 (g) Notification of Honoring of Exchange Pool Requests  
16 and Allocation of Subscriptions Among Exchangors for Calendar  
17 Year. On or before March 1 of each calendar year the Watermaster  
18 shall notify each Exchangee of the quantity of Exchange Pool  
19 water which it has purchased, and shall notify each Exchangor  
20 for the calendar year of the quantity by which it is required to  
21 reduce its pumping below its otherwise Allowed Pumping Allocation  
22 for that calendar year, sometimes in this paragraph 16 referred to  
23 as the Exchangor's "required subscription." Every request to  
24 purchase Exchange Pool water by a party entitled to request to  
25 purchase the same under the foregoing provisions of this paragraph  
26 16, and where the use or place of use will not violate any of  
27 said foregoing provisions, shall be honored by the Watermaster.  
28 In the event that the party is then in default under any other

1 provision of this Judgment as amended other than as related to  
2 payment, the Watermaster may honor such request on such conditions  
3 as the Watermaster may impose, which shall be stated in the  
4 notice sent. At the same time the Watermaster shall allocate  
5 such Exchange Pool requests so honored among the Exchangors for  
6 the particular calendar year in such quantities as the Watermaster  
7 shall determine. Along with the notices provided for by this  
8 subparagraph, the Watermaster shall notify each Exchangee of  
9 the price to be paid for Exchange Pool water by that Exchangee  
10 and the schedule for payments, and shall notify each Exchangor,  
11 for the calendar year of schedule of payments from that Exchangor  
12 with respect to its required subscription.

13 (h) Exchange Pool Price to be Paid by Exchangees;  
14 Amounts to be Paid by Exchangors for Calendar Year and to  
15 Plaintiff DISTRICT. The price to be paid by Exchangees for  
16 Exchange Pool water shall be determined as follows. The appli-  
17 cable rate of the Plaintiff DISTRICT for the classification of  
18 use by each Exchangee (e.g. agricultural, normal M&I, Term M&I)  
19 shall be determined. If as of January 1 in a calendar year  
20 there is a scheduled rate increase to take effect during the  
21 calendar year, the applicable rates for that classification shall  
22 be averaged based on the number of months April through September,  
23 inclusive, that each such rate is scheduled to be in effect. To  
24 the resulting rate or average rate so determined as to each  
25 Exchangee, there shall be added the amount of Watermaster  
26 administration assessment per acre foot for that calendar year  
27 (paragraph 15(a)(v)) and then there shall be deducted the "cost  
28 of pumping" and the resulting figure shall be the Exchange Pool

1 price to be paid by the Exchangee to the Watermaster on account  
2 of each acre foot (or proportionate amount for a partial acre  
3 foot) of Exchange Pool water ordered for the calendar year.

4 "Cost of pumping" shall mean the sum of Fifteen  
5 Dollars (\$15.00) per acre foot as increased by the Watermaster  
6 to reflect the percentage increase in applicable Southern  
7 California Edison Company rates for electrical energy effective  
8 as of the January 1 of the calendar year involved as compared to  
9 those in effect as of August 15, 1973. The Watermaster shall  
10 annually determine "cost of pumping" in accordance with the  
11 above. Said "cost of pumping" formula is hereby determined to  
12 yield a dollar figure per acre foot which fairly represents the  
13 saving to an Exchangor for a calendar year in taking imported  
14 water from Plaintiff DISTRICT in lieu of pumping that quantity  
15 as a part of its Allowed Pumping Allocation for that calendar  
16 year.

17 Example No. 1 (based on current Plaintiff  
18 DISTRICT rate for agricultural rate of \$35.00 and  
19 an Exchangee using water for agricultural use):

	<u>Per Acre Foot</u>
20	
21 a) Plaintiff DISTRICT rate	\$ 35.00
22 b) Watermaster administration	
23 assessment (assumed)	<u>1.00</u>
	\$ 36.00
24 c) Less cost of pumping	<u>15.00</u>
25 d) Exchange Pool Price	<u>\$ 21.00</u>
26	

27 Example No. 2 (based on current Plaintiff  
28 DISTRICT rate of \$90.00 for "Term M&I" water,

1 with an Exchangee utilizing the water for  
2 municipal and industrial purposes and having  
3 a Term M&I Agreement with Plaintiff DISTRICT):

	<u>Per Acre Foot</u>
4	
5 a) Plaintiff DISTRICT rate	\$ 90.00
6 b) Watermaster administration	
7 assessment (assumed)	1.00
	<u>\$ 91.00</u>
8 c) Less cost of pumping	15.00
9 d) Exchange Pool Price to Exchangee	<u>\$ 76.00</u>
10	

11 There shall be paid by each Exchangor for the calendar  
12 year to the Watermaster a sum equal to the "cost of pumping" for  
13 that calendar year less the Watermaster administration assessment,  
14 both computed for each acre foot (or a proportionate amount for  
15 any partial acre foot) of imported water taken by that Exchangor  
16 up to the amount of its required subscription to the Exchange  
17 Pool. The Watermaster may delegate the billing function to  
18 Plaintiff DISTRICT in its capacity as a district, and payments  
19 may be received by Plaintiff DISTRICT in that capacity and  
20 credited to the Watermaster.

21 Payments made to the Watermaster by Exchangors for  
22 the calendar year and by Exchangees shall be paid by the  
23 Watermaster to the Plaintiff DISTRICT to be utilized by it  
24 in the same manner as moneys received by Plaintiff DISTRICT  
25 for the direct delivery of water from its imported water  
26 facility.

27 (i) Timing and Amounts of Payments to be Made by  
28 Exchangees and By Exchangors for a Calendar Year. Exchangees must

1 pay the Watermaster for all Exchange Pool water ordered for the  
 2 calendar year, whether or not utilized, but any quantity not  
 3 utilized shall be credited to that party and may be used in sub-  
 4 sequent calendar years provided that the Exchangees shall in the  
 5 subsequent calendar year in which utilized pay any increase in  
 6 the then Exchange Pool price. Payments by Exchangees shall be  
 7 made in six (6) equal monthly installments to the Watermaster on  
 8 or before the last day of April and on or before the last day of  
 9 each five (5) succeeding calendar months to and inclusive of  
 10 September. Payments from Exchangors to the Watermaster shall be  
 11 made within the time provided in Plaintiff DISTRICT'S said rules  
 12 and regulations for delivery of imported water, based on the  
 13 provisions of subparagraph (b), and subject to those provisions.

14 (j) Procedure if Requests Honored Exceed Subscriptions.  
 15 If Exchange Pool requests entitled to be honored exceed available  
 16 subscriptions from Exchangors during the particular calendar year,  
 17 such requests shall nonetheless be honored. The Watermaster  
 18 shall attempt to enlist on a voluntary basis additional Exchangors  
 19 for that particular calendar year in order to balance the Exchange  
 20 Pool. Any deficit in subscriptions shall be carried over to the  
 21 next ensuing calendar year and made up by an excess of subscrip-  
 22 tions over requests in said next calendar year.

23 (k) Adjustment of Exchange Pool. The Watermaster may  
 24 make such adjustments to Exchange Pool required subscriptions  
 25 and purchases during the calendar year, at the request of parties,  
 26 on such conditions as it determines will yield results consistent  
 27 with what would have occurred had the Exchange Pool required  
 28 subscriptions and purchases been initially allocated with such  
 29 adjustments.

1           (1) Additional Pumping by Exchangepes Pursuant to  
2 Exchange Pool Provisions. An Exchangee may extract from Tehachapi  
3 Basin in a particular calendar year, in addition to its Allowed  
4 Pumping Allocation for that calendar year, the quantity of water  
5 which it has requested to purchase from the Exchange Pool during  
6 that calendar year and which has been allocated to it pursuant  
7 to the provisions of subparagraph (g).

8           (m) Reduction in Pumping by Exchangors. Each Exchangor  
9 for a calendar year shall reduce its pumping from Tehachapi Basin  
10 during that calendar year to the quantity equal to its Allowed  
11 Pumping Allocation for that calendar year less its required  
12 Exchange Pool subscription, subject to the provisions of sub-  
13 paragraph (d) of paragraph 13.

14           (n) Certain Agricultural Uses to be Computed at M&I  
15 Rates. Notwithstanding the foregoing provisions of this paragraph  
16 16, to the extent that an Exchangee would, if taking water directly  
17 from Plaintiff DISTRICT'S imported water project, come within the  
18 provisions of Section 3 of Part B of Plaintiff DISTRICT'S said  
19 rules and regulations, a copy of which is attached as Appendix "7",  
20 Exchange Pool prices for each Exchangee shall be predicated upon  
21 the applicable M&I rate notwithstanding that the use may be  
22 agricultural.

23           (o) Watermaster to Make Certain Determinations Re  
24 Property on Which Water Rights were Developed. In applying the  
25 foregoing subparagraph, the Watermaster shall make the applicable  
26 determinations. In addition, the Watermaster as part of its first  
27 annual report shall include a designation of those water rights  
28 which originate from water production for agricultural use and the

1 parcel or parcels on which said rights were developed, either by  
2 map or appropriate legal description. Such determinations of  
3 the Watermaster shall be subject to appeal as provided in sub-  
4 paragraph (c) of paragraph 15 hereof.

5           17. Transfers, Leases, Etc., of Water Rights. As used  
6 in this paragraph the word "transfer" includes any conveyance,  
7 lease, license or other type of transaction of whatever kind or  
8 nature, whereby another person becomes entitled to exercise, for  
9 whatever period, any water rights of a party.

10           Any transfer of water rights determined in this  
11 judgment, as amended, other than a month-to-month lease of property  
12 to which a domestic well water right is appurtenant, shall be in  
13 writing. Each transfer required to be in writing and any other  
14 which is in writing shall contain substantially the following  
15 provision:

16                           "Pumping from the underground, surface  
17 diversions, and any water rights involved  
18 in this transaction, are subject to the  
19 provisions and limitations contained in  
20 the Judgment, as amended from time to time,  
21 in the case of 'Tehachapi-Cummings County  
22 Water District, etc., Plaintiff vs. City  
23 of Tehachapi, et al., Defendants', Kern  
24 County Superior Court No. 97210."

25           The transferor shall comply with the provisions of  
26 this paragraph and shall file a copy of the instrument of transfer  
27 with the Watermaster within ten (10) days after its effective  
28 execution. Any transfer apart from land or a portion thereof on

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7915 S. PAINTER AVE.  
POST OFFICE BOX 4159  
WHITTIER,  
CALIFORNIA 90607

1 which a water right was theretofore exercised must be filed with  
2 the Watermaster on or before March 1 of a calendar year to be  
3 effective for that year.

4           18. Prior Approval of Watermaster for Extraction of Water  
5 Under Water Rights at Different Location Than Where Developed.

6 Any water rights adjudicated in this Judgment, as amended, shall  
7 not be exercised by extraction of ground water other than on a  
8 parcel of land on which some or all of the party's right was  
9 originally developed, or on land contiguous thereto, without the  
10 prior written approval of the Watermaster. No disapproval shall  
11 be made except upon a determination and finding in writing by the  
12 Watermaster that the exercise at such different location will sub-  
13 stantially and adversely affect other persons entitled to pump  
14 from the underground or will transfer increased pumping to an area  
15 with a serious cone of depression. Nothing contained in paragraph  
16 17 or this paragraph renders transferable to any other location any  
17 water rights determined by other provisions of this judgment, as  
18 amended, to be exerciseable or useable only on specific property,  
19 or transferable only with specific property.

20           19. Various Provisions Constitute Portions of Injunction.

21 Each and every provision of this Judgment as amended, directed  
22 against any party defendant to the extent that it requires any  
23 party to do or to refrain from doing any act or to make any payment,  
24 shall be deemed injunctive provisions regardless of the terminology  
25 employed.

26           20. Scope of Injunction; Enforcement of Judgment. Every  
27 provision of this Judgment as amended requiring any party to do  
28 or to refrain from doing any act, or providing that any party

1 shall do or refrain from doing any act, or to pay any sum of  
2 money, including those deemed a part of this Judgment as amended  
3 pursuant to subparagraph (e) of paragraph 15, shall be deemed  
4 worded as a direct order and injunction, and shall be enforceable  
5 by contempt proceedings issuing from this Court at the instance  
6 of Plaintiff DISTRICT, the Watermaster as officer of the Court,  
7 or at the instance of any other party. Any such injunctive  
8 proceedings need only be served upon the party affected thereby.  
9 In addition, the Watermaster may use any other legal means of  
10 collection of any sums provided to be paid by or pursuant to this  
11 Judgment as amended. Subject to the appeal provisions hereinbefore  
12 provided, the rules of the Watermaster and the findings, orders  
13 and determinations of the Watermaster shall be deemed a part of  
14 this Judgment as amended for purposes of this paragraph.

15           21. Designees of Parties for Service, Etc. Each party  
16 shall, within thirty (30) days after service of written notice  
17 to do so, file with the Court, with proof of service of a copy  
18 upon the Watermaster, a written designation of the person to  
19 whom and the address at which all future notices, determinations,  
20 requests, demands, objections, reports and other papers and  
21 processes to be served upon that party or delivered to that party  
22 are to be so served or delivered.

23           A later substitute designation filed and served  
24 in the same manner by any party shall be effective five (5) days  
25 from the date of filing as to the then future notices, determinations  
26 requests, demands, objections, reports and other papers and  
27 processes to be served upon or delivered to that party.

28           Delivery to or service upon any party by the

1 Watermaster, by any other party, or by the Court, of any item  
2 required to be, or which may be, served upon or delivered to a  
3 party under or pursuant to the Judgment may be by deposit in the  
4 mail, first class, postage prepaid, addressed to the designee  
5 and at the address in the latest designation filed by that party.

6           22. No Loss of Rights by Non-Use. It is in the interest  
7 of reasonable beneficial use of the Basin and its water supply  
8 that no party be encouraged to take and use more water in any  
9 calendar year than is actually required. Failure to produce all  
10 of the water to which a party is entitled hereunder, for whatever  
11 period, shall not, in and of itself, be deemed or constitute an  
12 abandonment or loss of such party's right, in whole or in part.  
13 Abandonment and extinction of any right herein adjudicated shall  
14 be accomplished only by (1) a written election by the party,  
15 filed in this case, or (2) upon noticed motion of Watermaster, or  
16 another party, and after hearing. In either case, such abandonment  
17 shall be confirmed by express subsequent order of this Court.  
18 Non-use pursuant to a prior written agreement with the Watermaster  
19 therefor shall be deemed a beneficial use by way of replenishment  
20 of Tehachapi Basin.

21           23. Continuing Jurisdiction of the Court. In addition  
22 to the continuing jurisdiction provided in paragraph 3 of said  
23 Judgment, which includes the power to redetermine safe yield  
24 from time to time, the Court retains continuing jurisdiction to  
25 amend, modify, delete and revise all provisions of these amendments  
26 to said Judgment, and in this regard to appoint a substitute  
27 Watermaster from time to time, either on the Court's own motion  
28 with appropriate notice to the parties, or on motion of any party



TEHACHAPI BASIN AREA

All those portions of T. 31 S., R. 33 E.; T. 32 S., R. 32 E.; T. 32 S., R. 33 E.; and T. 32 S., R. 34 E., M.D.M.; and T. 12 N., R. 14 W.; T. 12 N., R. 15 W.; T. 11 N., R. 15 W., and T. 11 N., R. 14 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the Southwest corner of Section 33, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the Southeast corner of the  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of said Section 33;

thence Northerly to the Northeast corner of said  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 33;

thence Easterly to the center  $\frac{1}{4}$  corner of said Section 33;

thence Northerly to the  $N\frac{1}{4}$  corner of said Section 33;

thence Easterly along the North line of said Section 33 to a point lying 1110 feet Westerly of the Northeast corner of said Section 33;

thence Northeasterly 2080 feet to a point lying 275 feet West of the East line of Section 28, T. 32 S., R. 34 E., M.D.M.;

thence Northwesterly 3450 feet to a point on the North line of said Section 28, said point lying 1110 feet Westerly of the NE corner of said Section 28;

thence Westerly to the  $S\frac{1}{4}$  corner of Section 21, T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of the  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of said Section 21;

thence Westerly to the NW corner of said  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 21;

thence Westerly to the NW corner of the  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 20,

T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 19, T. 32 S., R. 34 E., M.D.M.;

thence Westerly to the NW corner of said SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 19;

thence Southerly to the SW corner of said SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 19;

thence Westerly to the SE corner of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of said Section 19;

thence Northerly to the NE corner of said W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 19;

thence Westerly to the NW corner of said Section 19;

thence Northerly to the SW corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the SE corner of said NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18;

thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18;

thence Easterly to the center  $\frac{1}{4}$  corner of said Section 18;

thence Northerly to the SW corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 18;

thence Easterly to the SE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 18;

thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 18;

thence Northerly to the NE corner of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 7,

T. 32 S., R. 34 E., M.D.M.;

thence Westerly to the SE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 7;

thence Northerly to the NE corner of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7;

thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7;

thence Northerly to the NW corner of said Section 7;

thence Northerly to the W $\frac{1}{4}$  corner of Section 6, T. 32 S., R. 34 E., M.D.M.;

thence Easterly along the South line of the NW $\frac{1}{4}$  of said Section 6

to a point lying 1210 feet Westerly of the center  $\frac{1}{4}$  corner of Section 6;  
thence Northeasterly 1900 feet to a point lying 940 feet West of the  
East line of said NW $\frac{1}{4}$  of said Section 6;  
thence Northwesterly 700 feet to a point on the North line of said  
Section 6;  
thence Westerly 1725 feet to the NW corner of said Section 6;  
thence Westerly to the S $\frac{1}{4}$  corner of Section 36, T. 31 S., R. 33 E.,  
M.D.M.;  
thence Northerly to the NE corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said  
Section 36;  
thence Westerly to the NW corner of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 36;  
thence Northerly to the SE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said  
Section 36;  
thence Westerly to the SW corner of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 36;  
thence Northerly to the NW corner of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 36;  
thence Westerly to the SW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 35,  
T. 31 S., R. 33 E., M.D.M.;  
thence Southerly to the SW corner of the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said  
Section 35;  
thence Easterly to the SE corner of said Section 35;  
thence Easterly to the NE corner of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 1,  
T. 32 S., R. 33 E., M.D.M.;  
thence Southerly to the SE corner of said W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 1;  
thence Westerly to the W $\frac{1}{4}$  corner of said Section 1;  
thence Southerly to the NW corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said  
Section 1;

thence Easterly to the NE corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 1;  
thence Southerly to the SE corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 1;  
thence Southerly to the SE corner of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 12,  
T. 32 S., R. 33 E., M.D.M.;

thence Easterly to the S $\frac{1}{4}$  corner of said Section 12;

thence Southerly to the NE corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13,  
T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NW corner of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13;  
thence Southerly to the SW corner of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13;  
thence Westerly to the SW corner of said Section 13;

thence Westerly to the SE corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14;  
T. 32 S., R. 33 E., M.D.M.;

thence Northerly to the NE corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14;  
thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14;  
thence Southerly to the S $\frac{1}{4}$  corner of said Section 14;

thence Southerly to the center  $\frac{1}{4}$  corner of Section 23, T. 32 S.,  
R. 33 E., M.D.M.;

thence Westerly to the SE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said  
Section 23;

thence Northerly to the NE corner of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 23;  
thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 23;  
thence Northerly to the NW corner of said Section 23;

thence Northerly to the E $\frac{1}{4}$  corner of Section 15, T. 32 S., R. 33 E.,  
M.D.M.

thence Westerly to the  $W\frac{1}{4}$  corner of said Section 15;  
thence Northerly to the SW corner of the  $NW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of said Section 15;  
thence Easterly to the SE corner of said  $NW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section 15;  
thence Northerly to the NE corner of said  $NW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section 15;  
thence Northerly to the NE corner of the  $SW\frac{1}{4}$  of the  $SW\frac{1}{4}$  of Section 10.  
T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NW corner of said  $SW\frac{1}{4}$  of the  $SW\frac{1}{4}$  of Section 10;  
thence Northerly to the  $E\frac{1}{4}$  corner of Section 9, T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NE corner of the  $NW\frac{1}{4}$  of the  $SE\frac{1}{4}$  of said Section 9;  
thence Southerly to the SE corner of said  $NW\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 9;  
thence Westerly to the NW corner of the  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of said Section 9;  
thence Westerly to the NW corner of the  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 8,  
T. 32 S., R. 33 E., M.D.M.;

thence Southerly to the SW corner of said  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 8;  
thence Southerly to the SE corner of the  $NW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 17;  
T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the SW corner of said  $NW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 17,  
thence Southerly to the center  $\frac{1}{4}$  corner of said Section 17;  
thence Westerly to the  $W\frac{1}{4}$  corner of said Section 17;  
thence Westerly to the SW corner of the  $E\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 18;  
T. 32 S., R. 33 E., M.D.M.;

thence Northerly to the NW corner of said  $E\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 18;  
thence Northerly to the NW corner of the  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 7,  
T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NE corner of the  $SW\frac{1}{4}$  of the  $SW\frac{1}{4}$  of said Section 7;

thence Northerly to the SE corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 7;

thence Westerly to the SW corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7;

thence Westerly to the SW corner of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 12;

T. 32 S., R. 32 E., M.D.M.;

thence Northerly to the N $\frac{1}{4}$  corner of said Section 12;

thence Westerly to the NW corner of said Section 12;

thence Southerly to the SE corner of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 11,

T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the SW corner of said N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 11;

thence Southerly to the center  $\frac{1}{4}$  corner of said Section 11;

thence Westerly to the NW corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 11;

thence Southerly to the SW corner of said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 11;

thence Easterly to the NW corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 11;

thence Southerly to the SW corner of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 11;

thence Southerly to the NW corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14,

T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the NE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 14

thence Southerly to the SE corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 14;

thence Southerly to the SW corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 23,

T. 32 S., R. 32 E., M.D.M.;

thence Easterly to the SE corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 23;

thence Southerly to the center  $\frac{1}{4}$  corner of said Section 23;

thence Westerly to the NE corner of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said Section 23;

thence Southerly to the SE corner of said  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 23;  
thence Southerly to the SE corner of the  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 26,  
T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the  $W\frac{1}{2}$  corner of said Section 26;  
thence Southerly to the SW corner of said Section 26;  
thence Southerly to the SW corner of the  $NW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section  
35, T. 32 S., R. 32 E., M.D.M.;

thence Easterly to the NW corner of the  $SE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 35,  
T. 32 S., R. 32 E., M.D.M.;

thence Southerly to the SW corner of said  $SE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 35;  
thence Easterly to the  $E\frac{1}{4}$  corner of said Section 35;  
thence Easterly to the center  $\frac{1}{4}$  corner of Section 36, T. 32 S.,  
R. 32 E., M.D.M.;

thence Southerly to the SE corner of the  $NE\frac{1}{4}$  of the  $SW\frac{1}{4}$  of said Section 36;  
thence Easterly to the NE corner of the  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of said Section 36;  
thence Easterly to the NE corner of the  $S\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 31.  
T. 32 S., R. 33 E., M.D.M.;

thence Southerly to the SE corner of said Section 31;  
thence Easterly to the  $N\frac{1}{2}$  corner of Section 34, T. 12 N., R. 15 W.,  
S.B.M.;

thence Southerly to the NW corner of the  $SW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of said  
Section 34;

thence Easterly to the NE corner of said  $SW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 34;  
thence Southerly to the SE corner of said  $SW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 34;  
thence Easterly to the  $E\frac{1}{4}$  corner of said Section 34;

thence Southerly to the NW corner of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 35,  
T. 12 N., R. 15 W., S.B.M.;

thence Easterly to the NE corner of said S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 35;  
thence Southerly to the S $\frac{1}{2}$  corner of said Section 35;

thence Easterly to the NW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 2,  
T. 11 N., R. 15 W., S.B.M.;

thence Southerly to the SW corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 2;

thence Easterly to the SE corner of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 2;

thence Easterly to the SE corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 1,  
T. 11 N., R. 15 W., S.B.M.;

thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 1;

thence Easterly to the NW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said  
Section 1;

thence Southerly to the NE corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said  
Section 1;

thence Westerly to the NW corner of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of section 1;

thence Southerly to the S $\frac{1}{2}$  corner of said Section 1;

thence Southerly to the SE corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12,  
T. 11 N., R. 15 W., S.B.M.;

thence Westerly to the SW corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12;

thence Southerly to the SE corner of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of said Section 12;

thence Westerly to the SW corner of said Section 12,

thence Southerly to the NE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14,

T. 11 N., R. 15 W., S. B.M.

thence Westerly to the NW corner of said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14;

thence Southerly to the SW corner of said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14,  
thence Westerly to the SE corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said  
Section 14;

thence Northerly to the NE corner of said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 14;  
thence Westerly to the NW corner of said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 14;  
thence Southerly to the NE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said  
Section 14;

thence Easterly to the NE corner of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 14;  
thence Easterly to the NE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13,  
T. 11 N., R. 15 W., S.B.M.;

thence Northerly to the SW corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 13;  
thence Easterly to the SE corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 13;  
thence Northerly to the N $\frac{1}{4}$  corner of said Section 13;  
thence Northerly to the center  $\frac{1}{4}$  corner of Section 12, T. 11 N., R. 15 W.,  
S.B.M.;

thence Easterly to the E $\frac{1}{4}$  corner of said Section 12;  
thence Northerly to the SW corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7,  
T. 11 N., R. 14 W., S.B.M.;

thence Easterly to the SE corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7;  
thence Southerly to the SW corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said  
Section 7;

thence Easterly to the S $\frac{1}{4}$  corner of Section 7;  
thence Northerly to the NW corner of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said  
Section 7;

thence Easterly to the NE corner of said S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 7;

thence Northerly to the NE corner of said Section 7;  
thence Easterly to the SE corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 5,  
T. 11 N., R. 14 W., S.B.M.;

thence Northerly to the SW corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said  
Section 5;  
thence Easterly to the SE corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 5;  
thence Northerly to the N $\frac{1}{4}$  corner of said Section 5;  
thence Northerly to the center  $\frac{1}{4}$  corner of Section 32, T. 12 N.,  
R. 14 W., S.B.M.;

thence Westerly to the SW corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said  
Section 32;  
thence Northerly to the NW corner of said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32;  
thence Easterly to the NE corner of said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32;  
thence Northerly to the N $\frac{1}{4}$  corner of said Section 32;  
thence Easterly to the NW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said  
Section 32;

thence Southerly to the NW corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said  
Section 32;  
thence Easterly to the NE corner of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of  
Section 32;  
thence Southerly to the SE corner of said Section 32;  
thence Easterly to the SE corner of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of  
Section 33, T. 12 N., R. 14 W., S.B.M.;

thence Northerly to the NE corner of said W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of  
Section 33;

thence Easterly to the center  $\frac{1}{4}$  corner of said Section 33;  
thence Northerly to the SW corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said  
Section 33;  
thence Easterly to the SE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of  
Section 33;  
thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of  
Section 33;  
thence Easterly to the NE corner of said Section 33;  
thence Easterly to the SW corner of Section 32, T. 32 S., R. 34 E,  
M.D.M.;  
thence Easterly to the N $\frac{1}{4}$  corner of Section 34, T. 12 N., R. 14 W,  
S.B.M.  
thence Southerly to the SW corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said  
Section 34;  
thence Easterly to the SE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section  
34;  
thence Northerly to the NE corner of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of  
Section 34;  
thence Easterly to the NE corner of said Section 34;  
thence Easterly to the SW corner of Section 33, T. 32 S. R. 34 E.,  
M.D.M. said SW corner being the point of beginning of this  
description.

PARTY DOMESTIC WELLS

PARTY

WELL NUMBER

Lester J. Anderson and Leatta M. Anderson	32S/33E - 30B1
Sam Ashe and Esther Ashe	32S/33E - 22C1
Alverda Bassler and George Bassler	32S/33E - 26B1
Endelva Troy and Vincent J. Troy (successors in interest to Vance Brite & Hattie Brite)	32S/32E - 26B1
John Spoor Broome	32S/33E - 8B1
Haskell Brummett & Dwana M. Brummett	32S/33E - 22D1, 22D2
Morris Burton & Virginia Ellen Burton	32S/32E - 36A1
Gertrude D. Carroll	32S/32E - 26P1
Alice Cazacus Seeger	32S/33E - 19K2
Henry D. Church, Maxine Church, Edmond Fowler, Billie J. Fowler, Glen Killingsworth and Mildred Killingsworth, Marion Killingsworth and Dora Killingsworth	32S/33E - 19J2
Lewis A. Colvin and Nan L. Colvin	32S/32E - 25N2
Lewis M. Dye, Sr.	32S/33E - (29C1), 29C4
W. J. Ford and Rose B. Ford	32S/33E - 20P5
Lewis Foster and Dorothy Foster	32S/32E - 23H1, 23H2
Fred-Lite Blocks, Inc., a corporation	32 S/33E - 19H3
Kenneth Frederick	32S/32E - 23Q1
Robert B. Freeman, Jr. & Betty Lou Freeman	32S/33E - (22H1) (22H2)
Alvin Gary and Wilma J. Gary	32S/33E - 19R5
Domencio Giraudo aka Domenico Giraudo	32S/32E - 35G1, 35H1
Louis Goebel and Kathleen Goebel	32S/32E - 26G1, 26G2, 26H1
R. E. Grind and Helen Grind	32S/32E - 23Q3
Theodore H. Haun and Avis E. Haun	32S/33E - 19P1, 19P2, 19Q3, 30C1

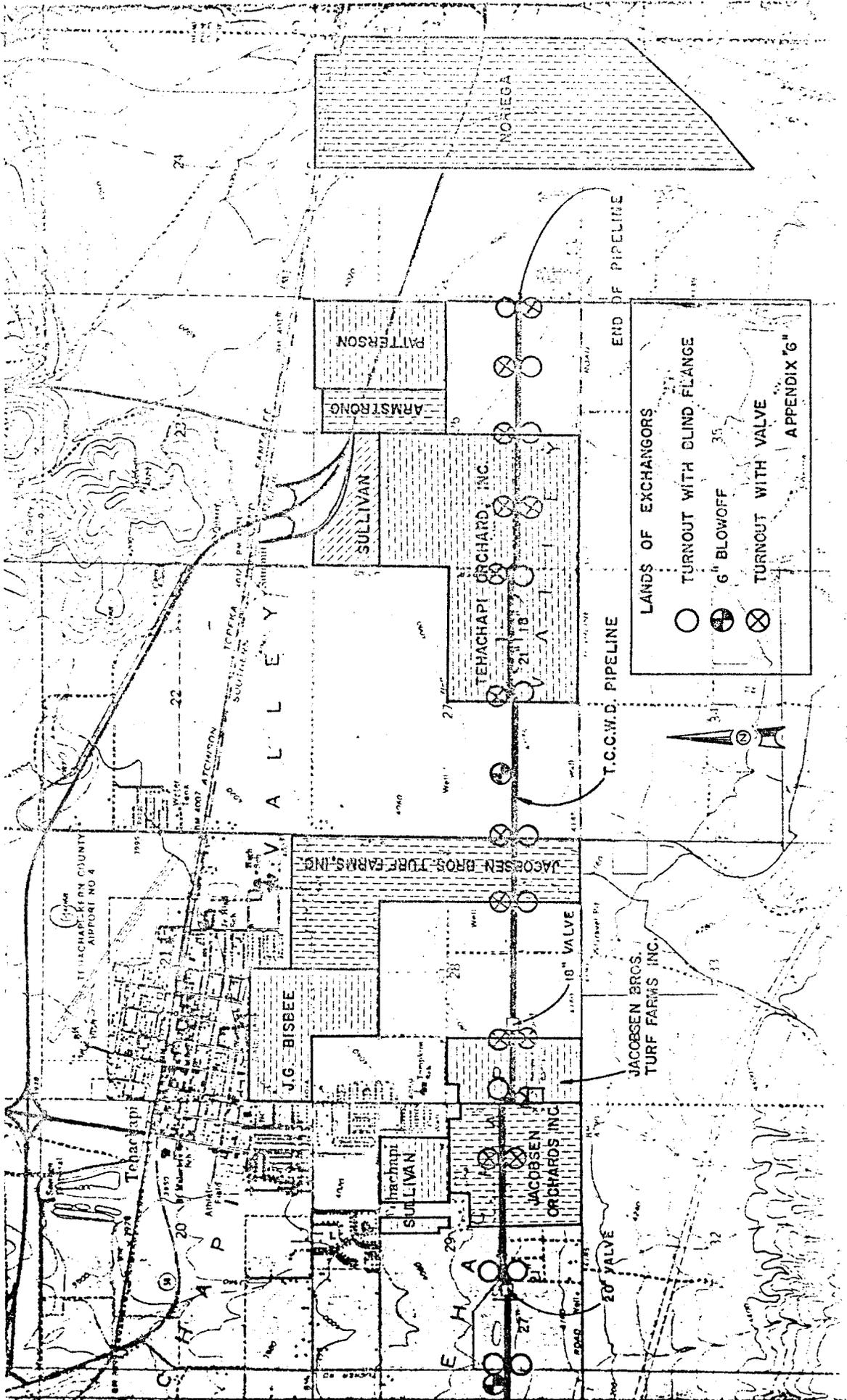
where water rights adjudicated to a particular person in a particular case were developed on two (2) or more parcels if any such transfer of water rights involves only the parcels on which the total water right quantities were developed.

PARTY

WELL NUMBER

Dessie Smith	32S/33E - 29D4
Daniel J. Sternad & Edna E. Sternad	11N/15W - 1J1
Gideon Streyle & Marie Streyle	32S/33E - 19Q2
William D. Sydnor aka William D. Snyder and Ann B. Sydnor aka Ann B. Snyder	32S/32E - 26A1
Tehachapi Unified School District	32S/34E - 30E1
Richard Van Burkleo	32S/33E - 19Q4
Dick Vander Mayden & Opal Vander Mayden	32S/32E - 12G1
Pete Vukich & Jewell Vukich	32S/32E - 13N1
Jerome Warner & Laura Warner	32S/33E - 30B3
Harold Welden & Enma Welden aka Erma Welden	32S/32E - 26Q2, 26Q4
M. R. White & Mildred White	32S/33E - 20N5
Edward M. Wiggins & Mary Ellen Wiggins	32S/33E - 19R4
Lora M. Wood	32S/32E - 23A1, 23A2

( ) Well Destroyed



APPENDIX "6"

Section 3. Agricultural water replacing ground water rights to pay applicable M&I rate. Ground water rights in the three (3) principal ground water basins within District have been adjudicated in three (3) separate actions.<sup>/3</sup> Certain of these rights originated from water production for agricultural use. Agricultural rates established by Section 1 of this part are established at a lower price than M&I rates because of a recognition of the cost of water that such uses can bear, and the role that agriculture plays in the economy of the District. In relation to the cost of serving agricultural and M&I water, such rates are set lower than M&I rates. By reason of the differential in rates between water for agricultural use and M&I use, if the following restrictions were not imposed, there would be an economic incentive for owners under said judgments of ground water rights developed for agricultural use ("such rights" hereafter in this section) to sell, license or lease or otherwise dispose of the same for M&I uses on parcels of land other than those on which such rights were developed, and to purchase replacement water from District at the agricultural rate to the economic disadvantage of other water users and all property taxpayers within District. In order to achieve equity the following provisions are necessary and desirable. In the event that any such rights shall have been or shall be transferred (whether by sale, lease, license or assignment or whatever), either in perpetuity or for a limited period of time, for any use on a parcel or parcels of land other than where such rights were developed, to the extent of any such quantity so transferred, and for the period of time involved, the first imported water ordered for use on that property where such rights were developed in any calendar year shall be deemed ordered for M&I use, regardless of the actual use. In such event the water user shall be required to pay the applicable M&I rate. This section shall apply even though the transferee may exercise such transferred water rights for agricultural use, as he may in turn dispose of them for M&I uses, and the Board of Directors of District hereby finds that the administrative burden on such tracing would impose complex problems of administration and determination.

This section shall be applicable to any transfer that may have occurred subsequent to the date of the entry of the judgment in the particular case, other than pursuant to any written agreement entered into prior to such entry. This section shall not apply

<sup>/3</sup> Tehachapi-Cummings County Water District v. Frank Armstrong, et al., Kern County Superior Court No. 97209 (Cummings Basin); Tehachapi-Cummings County Water District v. City of Tehachapi, a municipal corporation, et al., Kern County Superior Court No. 97210 (Tehachapi Basin); and Tehachapi-Cummings County Water District v. Irving P. Austin, et al., Kern County Superior Court No. 97211 (Brite Basin).

Appendix 1.3-C  
MOU Regarding Operation and Monitoring of the  
Kern Water Bank Groundwater Banking Program

**MEMORANDUM OF UNDERSTANDING****REGARDING OPERATION AND MONITORING  
OF THE  
KERN WATER BANK  
GROUNDWATER BANKING PROGRAM**

This Memorandum of Understanding is entered into the 26<sup>th</sup> day of October, 1995, by and among DUDLEY RIDGE WATER DISTRICT, KERN COUNTY WATER AGENCY, SEMITROPIC WATER STORAGE DISTRICT, TEJON CASTAC WATER DISTRICT & WESTSIDE MUTUAL WATER COMPANY, LLC, and WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT, which have collectively formed the KERN WATER BANK AUTHORITY ("KWBA") hereinafter collectively referred to as "Project Participants," and BUENA VISTA WATER STORAGE DISTRICT ("BVWSD"), ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT ("RRBWSD"), KERN DELTA WATER DISTRICT ("KDWD"), HENRY MILLER WATER DISTRICT ("HMWD"), and WEST KERN WATER DISTRICT ("WKWD"), hereinafter collectively referred to as "Adjoining Entities."

**R E C I T A L S**

WHEREAS, Project Participants expect title to that certain real property more particularly shown on the map attached hereto as Exhibit "A" and incorporated herein by this reference ("Project Site") to be transferred to the KWBA as provided for in the "Statement of Principles . . . for the Development, Operation and Maintenance of the Kern Fan Element of the Kern Water Bank" ("Statement of Principles") agreed to March 30, 1995; and

WHEREAS, the KWBA intends to develop and improve the Project Site as necessary to permit the importation, percolation and storage of water in underground aquifers for later extraction, transportation and use for the benefit of Project Participants, all as more fully described in Exhibit "B" attached hereto and incorporated herein by this reference ("Project"); and

WHEREAS, Adjoining Entities encompass lands and/or operate existing projects lying adjacent to the Project Site as shown on said Exhibit A; and

WHEREAS, in recent years, water banking, extraction and transfer programs in Kern County have become increasingly numerous and complex; and

WHEREAS, it is appropriate and desirable to mitigate or eliminate any short-term and long-term significant adverse impacts of new programs upon potentially affected projects and landowners within the boundaries of Adjoining Entities; and

WHEREAS, Adjoining Entities and Project Participants desire that the design, operation and monitoring of the Project be conducted and coordinated in a manner to insure that the beneficial effects of the Project to the Project Participants are maximized but that the Project does not result in significant adverse impacts to water levels, water quality or land subsidence within the boundaries of Adjoining Entities, or otherwise interfere with the existing and ongoing programs of Adjoining Entities;

NOW THEREFORE, BE IT RESOLVED that, based upon the mutual covenants contained herein, the parties hereto agree as follows:

1. Project Design and Construction. Project Participants have completed a preliminary design of the Project described in Exhibit B hereto representing the maximum facilities for the Project. Said preliminary design has been reviewed and approved by the Parties hereto. The KWBA intends to, and if it does so will, construct all or a portion of the Project

consistent with such preliminary design. Any major modifications of the facilities and/or significant changes from that described in Exhibit B and in the environmental documentation for the Project will be subject to additional environmental review pursuant to CEQA and will be subject to review of the Monitoring Committee prior to implementation.

2. Project Operation. The Project shall be operated to achieve the maximum water storage and withdrawal benefits for Project Participants consistent with avoiding, mitigating or eliminating, to the greatest extent practicable, significant adverse impacts resulting from the Project. To that end, the Project shall be operated in accordance with the Statement of Principles and the following Project Objectives and the Minimum Operating Criteria:

a. Project Objectives. Consistent with the Project Description, the Project Participants will make a good faith effort to meet the following objectives, which may or may not be met:

(1) The Parties should operate their projects in such manner as to maintain and, when possible, enhance the quality of groundwater within the Project Site and the Kern Fan Area, as shown at Exhibit C.

(2) If supplies of acceptable recharge water exceed recharge capacity, all other things being equal, recharge priority should be given to the purest or best quality water.

(3) Each project within the Kern Fan Area should be operated with the objective that the average concentration of total dissolved salts in the recovered water will exceed the average concentration of total dissolved salts in the recharged water, at a minimum, by a percentage equal to or greater than the percentage of surface recharge losses. The average shall be calculated from the start of each Project.

(4) To maintain or improve groundwater quality, recovery operations should extract poorer quality groundwater where practicable. Blending may be used to increase

extraction of lesser quality groundwater unless doing so will exacerbate problems by generating unfavorable movement of lesser quality groundwater. It is recognized that the extent to which blending can help to resolve groundwater quality problems is limited by regulatory agency rules regarding discharges into conveyance systems used for municipal supplies, which may be changed from time to time.

(5) All groundwater pumpers should attempt to control the migration of poor quality water. Extensive monitoring will be used to identify the migration of poor quality water and give advance notice of developing problems. Problem areas may be dealt with by actions including, but not limited to:

(a) limiting or terminating extractions that tend to draw lesser quality water toward or into the usable water areas;

(b) increasing extractions in areas that might generate a beneficial, reverse gradient;

(c) increasing recharge within the usable water area to promote favorable groundwater gradients.

(6) It is intended that all recovery of recharged water be subject to the so-called "golden rule." In the context of a banking project, the "golden rule" means that, unless acceptable mitigation is provided, the banker may not operate so as to create conditions that are worse than would have prevailed absent the project giving due recognition to the benefits that may result from the project, all as more fully described at paragraph 2(b)12 below.

(7) The Project should be developed and operated so as to prevent, eliminate or mitigate significant adverse impacts. Thus, the Project shall incorporate mitigation measures as necessary. Mitigation measures to prevent significant adverse impacts from occurring include but are not limited to the following: (i) spread out recovery area; (ii) provide

buffer areas between recovery wells and neighboring overlying users; (iii) limit the monthly, seasonal, and/or annual recovery rate; (iv) provide sufficient recovery wells to allow rotation of recovery wells or the use of alternate wells; (v) provide adequate well spacing; (vi) adjust pumping rates or terminate pumping to reduce impacts, if necessary; (vii) impose time restrictions between recharge and extraction to allow for downward percolation of water to the aquifer; and (viii) provide recharge of water that would otherwise not recharge the Kern Fan Basin. Mitigation measures that compensate for unavoidable adverse impacts include but are not limited to the following: (i) with the consent of the affected overlying user, lower the pump bowls or deepen wells as necessary to restore groundwater extraction capability to such overlying user; (ii) with the consent of the affected overlying user, provide alternative water supplies to such overlying user; and (iii) with the consent of the affected overlying user, provide financial compensation to such overlying user.

b. Minimum Operating Criteria.

(1) The Monitoring Committee shall be notified prior to the recharge of potentially unacceptable water, such as "produced water" from oilfield operations, reclaimed water, or the like. The Monitoring Committee shall review the proposed recharge and make recommendations respecting the same as it deems appropriate. Where approval by the Regional Water Quality Control Board is required, the issuance of such approval by said Board shall satisfy this requirement.

(2) Recharge may not occur in, on or near contaminated areas, nor may anyone spread in, on or near an adjoining area if the effect will be to mound water near enough to the contaminated area that the contaminants will be picked up and carried into the uncontaminated groundwater supply. When contaminated areas are identified within or adjacent to the Project, the KWBA and the Project Participants shall also:

(a) participate with other groundwater pumpers to investigate the source of the contamination;

(b) work with appropriate authorities to ensure that the entity or individual, if any, responsible for the contamination meets its responsibilities to remove the contamination and thereby return the Project Site to its full recharge and storage capacity;

(c) operate the Project in cooperation with other groundwater pumpers to attempt to eliminate the migration of contaminated water toward or into usable water quality areas.

(3) Operators of projects within the Kern Fan Area will avoid operating recharge projects in a fashion so as to significantly diminish the natural, normal and unavoidable recharge of water native to the Kern Fan Area as it existed in a pre-project condition. If and to the extent this occurs as determined by the Monitoring Committee, the parties will cooperate to provide equivalent recharge capacity to offset such impact.

(4) The mitigation credit for fallowed Project land shall be .3 acre-feet per acre per year times the amount of fallowed land included in the Project Site in the year of calculation (which for the present approximately 19,890 acre Project Site is 5,967 acre-feet per year).

(5) The lands described in Exhibit A (19,883 acres) may be utilized for any purpose consistent with the Statement of Principles, by the KWBA provided, however, the use of said property shall not cause or contribute to overdraft of the groundwater basin. In this connection, any consumptive use of water on the Property which exceeds .3 acre-feet per acre (i.e., the mitigation credit) on a acre by acre basis shall be provided from supplemental sources that do not create or contribute to overdraft.

(6) Each device proposed to measure recharge water to be subsequently recovered and/or recovery of such water will be initially evaluated and periodically reviewed by the Monitoring Committee. Each measuring device shall be properly installed, calibrated, rated, monitored and maintained by and at the expense of the owner of the measuring device.

(7) It shall be the responsibility of the user to insure that all measuring devices are accurate and that the measurements are provided to the Monitoring Committee at the time and in the manner required by the Monitoring Committee.

(8) A producer's flow deposited into another facility, such as a transportation canal, shall be measured into such facility by the operator thereof and the measurement reported to the Monitoring Committee at the time and in the manner required by such Monitoring Committee.

(9) The Monitoring Committee or its designee will maintain official records of recharge and recovery activities, which records shall be open and available to the public. The Monitoring Committee will have the right to verify the accuracy of reported information by inspection, observation or access to user records (i.e., P.G.&E. bills). The Monitoring Committee will publish or cause to be published annual reports of operations.

(10) Losses shall be assessed as follows:

(a) Surface recharge losses shall be fixed and assessed at a rate of 6% of water diverted for recharge.

(b) To account for all other actual or potential losses (including migration losses), a rate of 4% of water placed in a bank account shall be deducted to the extent that the Project Participant has been compensated within three (3) years following the end of the calendar year in which the water was banked at the SWP Delta Water Rate charged by DWR at

the time of payment; provided further, however, that the water purchased and subtracted from a groundwater bank account pursuant to this provision shall only be used for overdraft correction.

(c) An additional 5% loss shall be assessed against any water diverted to the Project Site for banking by, for, or on behalf of any out-of-County person, entity or organization and/or against any banked water sold or transferred to any out-of-County person, entity or organization (except current SWP Ag Contractors).

(d) All losses provided for herein represent amounts of water that are non-bankable and non-recoverable by Project Participants.

(11) Recovery of banked water shall be from the Project Site and recovery facilities shall be located therein. Recovery from outside the Project Site may be allowed with the consent of the District or entity having jurisdiction over the area from which the recovery will occur and upon review by the Monitoring Committee.

(12) Recovery of banked water may not be allowed if not otherwise mitigated if it will result in significant adverse impacts to surrounding overlying users. "Adverse impacts" will be evaluated using data applicable in zones including the area which may be affected by the Project of approximately five miles in width from the boundaries of the Project as designated by the Monitoring Committee. In determining "adverse impacts," as provided at this paragraph and elsewhere in this MOU, consideration will be given to the benefits accrued over time during operation of the Project to landowners surrounding the Project Site including higher groundwater levels as a result of operation of the Project;. In determining non-Project conditions vs Project conditions, credit toward mitigation of any otherwise adverse impacts shall be recognized to the extent of the 4% loss and 5% loss recognized under paragraphs 2.b.(10) (b) and (c), for the mitigation credit recognized under paragraph 2.b.(4), if any, and to the extent of recharge on the Project Site for overdraft correction.

(13) To the extent that interference, other than insignificant interference, with the pumping lift of any existing active well as compared to non-Project conditions, is attributable to pumping of any wells on the Project Site, KWBA will either stop pumping as necessary to mitigate the interference or compensate the owner for such interference, or any combination thereof. The Monitoring Committee will establish the criteria necessary to determine if well interference, other than insignificant interference, is attributable to pumping of Project wells by conducting pumping tests of Project wells following the installation of monitoring wells (if not already completed) and considering hydrogeologic information.

(14) The Kern Fan Element Groundwater Model, with input from the Project Participants and Adjoining Entities, and utilizing data from a comprehensive groundwater monitoring program, may be used by the Monitoring Committee as appropriate to estimate groundwater impacts of the Project.

3. Project Monitoring. Adjoining Entities agree to participate in a comprehensive monitoring program and as members of a Monitoring Committee, as hereinafter more particularly described, in order to reasonably determine groundwater level and water quality information under Project and non-Project conditions. The monitoring program will more particularly require the following:

a. Monitoring Committee. A Monitoring Committee shall be established, comprised of one representative of each of the Adjoining Entities (initially 5) and one representative of each of the Project Participants (initially 6). The Committee shall:

(1) Engage the services of a suitable independent professional groundwater specialist who shall, at the direction of the Committee, provide assistance in the performance of the tasks identified below;

- (2) Meet and confer monthly or at other intervals deemed to be appropriate in furtherance of the monitoring program;
  - (3) Establish a groundwater evaluation methodology or methodologies;
  - (4) Prepare a monitoring plan and two associated maps, "Well Location, Water Quality Network," and "Well Location, Water Level Network," which plan and maps depict the location and types of wells anticipated to be used in the initial phase of groundwater monitoring (said plan and maps are expected to be modified from time to time as the monitoring program is developed and operated);
  - (5) Specify such additional monitoring wells and ancillary equipment as are deemed to be necessary or desirable for the purposes hereof;
  - (6) Prepare annual water balance studies and other interpretive studies, which will designate all sources of water and the use thereof within the study area;
  - (7) Develop criteria for determining whether excessive mounding or withdrawal is occurring or is likely to occur in an area of interest;
  - (8) Annually or as otherwise needed determine the impacts of the Project on each of the Adjoining Entities by evaluating with and without Project conditions; and
  - (9) Develop procedures, review data, and recommend Project operational criteria for the purpose of identifying, verifying, avoiding, eliminating or mitigating, to the extent practicable, the creation of significant imbalances or significant adverse impacts.
- b. Collection and Sharing of Data. The Adjoining Entities will make available to the Monitoring Committee copies of all relevant groundwater level, groundwater quality, and other monitoring data currently collected and prepared by each. KWBA shall annually report, by areas of interest, water deliveries for banking and other purposes and groundwater withdrawals.

c. Monitoring Costs.

- (1) The cost of constructing monitoring wells and ancillary equipment, as identified in Exhibit B, shall be borne by Project Participants. The cost of any additional monitoring wells and ancillary equipment shall be borne as may be determined by separate agreement of the Project Participants and Adjoining Entities.
- (2) Each of the parties shall be responsible for the personnel costs of its representative on the Monitoring Committee. In addition, the Adjoining Entities shall be responsible for all costs of monitoring operations and facilities within their respective boundaries and the Project Participants shall be responsible for all costs of monitoring operations and facilities within the Project Site.
- (3) All other groundwater monitoring costs, including employment of the professional groundwater specialist, collection, evaluation and analyses of data as adopted by the Monitoring Committee, shall be allocated among and borne by the parties as follows: Project Participants = 50%; Adjoining Entities = 50%. Cost sharing among Project Participants shall be as agreed by them. Cost sharing among Adjoining Entities shall be as agreed by them. Any additional monitoring costs shall be determined and allocated by separate agreement of those parties requesting such additional monitoring.
- (4) It is intended that one Monitoring Committee shall deal with all projects operating within the Kern Fan Area. If, as and when existing or additional projects are brought within the purview of the Monitoring Committee, the participants in said projects and the adjoining entities for said projects may join the Monitoring Committee and, upon doing so, shall share in the costs of monitoring operations on the same basis as provided herein for the original parties.

4. Modification of Project Operations. The Monitoring Committee may make recommendations to the KWBA and Project Participants, including without limitation recommendations for modifications in Project operations based upon evaluation(s) of data which indicate that excessive mounding or withdrawal is occurring or is likely to occur in an area of interest. The Monitoring Committee and its members shall not act in an arbitrary, capricious or unreasonable manner.

5. Dispute Resolution.

a. Submission to Monitoring Committee. All disputes regarding the operation of the Project or the application of this agreement, or any provision hereof, shall first be submitted to the Monitoring Committee for review and analysis. The Monitoring Committee shall meet and review all relevant data and facts regarding the dispute and, if possible, recommend a fair and equitable resolution of the dispute. The Monitoring Committee and its members shall not act in an arbitrary, capricious or unreasonable manner. In the event that (1) the Monitoring Committee fails to act as herein provided, (2) any party disputes the Monitoring Committee's recommended resolution or (3) any party fails to implement the Monitoring Committee's recommended resolution within the time allowed, any party to this agreement may seek any legal or equitable remedy available as hereinafter provided.

b. Arbitration. If all of the parties agree that a factual dispute exists regarding any recommendation of the Monitoring Committee made pursuant hereto, or implementation thereof, such dispute shall be submitted to binding arbitration before a single neutral arbitrator appointed by unanimous consent and, in the absence of such consent, appointed by the presiding judge of the Kern County Superior Court. The neutral arbitrator shall be a registered civil engineer, preferably with a background in groundwater hydrology. The arbitration shall be called and conducted in accordance with such rules as the contestants shall agree upon, and, in the

absence of such agreement, in accordance with the procedures set forth in California Code of Civil Procedure section 1282, et seq. Any other dispute may be pursued through a court of competent jurisdiction as otherwise provided by law.

c. Burden of Proof. In the event of arbitration or litigation under this Agreement, all parties shall enjoy the benefit of such presumptions as are provided by law but, in the absence thereof, neither party shall bear the burden of proof on any contested legal or factual issue.

d. Landowner Remedies. Nothing in this agreement shall prevent any landowner within the boundaries of any party from pursuing any remedy at law or in equity in the event such landowner is damaged as a result of projects within the Kern Fan Area.

6. Term. This agreement shall commence on the day and year first above written and shall continue in force and effect until terminated by (1) operation of law, (2) unanimous consent of the parties, or (3) abandonment of the Project and a determination by the Monitoring Committee that all adverse impacts have been fully eliminated or mitigated as provided in this agreement.

7. Complete Agreement/Incorporation Into Banking Agreements. This agreement constitutes the whole and complete agreement of the parties regarding Project operation, maintenance and monitoring. Project Participants shall incorporate this agreement by reference into any further agreement they enter into respecting banking of water in or withdrawal of water from the Project Site.

8. Future Projects. With respect to any future project within the Kern Fan Area, the Parties hereto shall use good faith efforts to negotiate an agreement substantially similar in substance to this MOU.

9. Notice Clause. All notices required by this agreement shall be sent via first class United States mail to the following and shall be deemed delivered three days after deposited in the mail:

Project Participants

Dale Melville  
Dudley Ridge Water District  
286 W. Cromwell Avenue  
Fresno, California 93711-6162

William Taube  
Wheeler Ridge-Maricopa  
Water Storage District  
P.O. Box 9429  
Bakersfield, CA 93389-9429

Tom Clark  
Kern County Water Agency  
P.O. Box 58  
Bakersfield, California 93312

Bill Phillimore  
Westside Mutual Water Company  
33141 Lerdo Highway  
Bakersfield, California 93302-0058

Will Boschman  
Semitropic Water District  
P.O. Box Z  
Wasco, California 93280

Dennis Mullins  
Tejon-Castac Water District  
P.O. Box 1000  
Lebec, CA 93243

Bill Phillimore, Chairman  
Kern County Water Bank Authority  
c/o YOUNG WOOLDRIDGE  
1800 - 30th Street, Fourth Floor  
Bakersfield, CA 93301

Adjoining Entities

Martin N. Milobar  
Buena Vista Water Storage District  
P.O. Box 756  
Buttonwillow, CA 93206

Hal Crossley  
Rosedale-Rio Bravo  
Water Storage District  
P.O. Box 867  
Bakersfield, CA 93302-0867

L. Mark Mulkay  
Kem Delta Water District  
501 Taft Highway  
Bakersfield, CA 93307

Joe Lutje  
Henry Miller Water District  
P.O. Box 9759  
Bakersfield, CA 93389

Jerry Pearson  
West Kern Water District  
P.O. Box MM  
Taft, CA 93268-0024

Notice of changes in the representative or address of a Party shall be given in the same manner.

10. California Law Clause. All provisions of this agreement and all rights and obligations of the parties hereto shall be interpreted and construed according to the laws of the State of California.

11. Amendments. This agreement may be amended by written instrument executed by all of the parties. In addition, recognizing that the parties may not now be able to contemplate all the implications of the Project, the parties agree that on the tenth anniversary of implementation of the Project, if facts and conditions not envisioned at the time of entering into this agreement are present, the parties will negotiate in good faith amendments to this agreement. If the parties cannot agree on whether conditions have changed necessitating an amendment and/or upon appropriate amendments to the agreement, such limited issues shall be submitted to an arbitrator or court, as the case may be, as provided above.

12. Successors and Assigns. This agreement shall bind and inure to the benefit of the successors and assigns of the parties.

13. Severability. The rights and privileges set forth in this agreement are severable and the failure or invalidity of any particular provision of this agreement shall not invalidate the other provisions of this agreement; rather all other provisions of this agreement shall continue and remain in full force and effect notwithstanding such partial failure or invalidity.

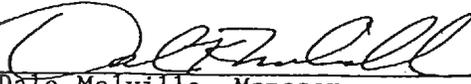
14. Force Majeure. All obligations of the parties shall be suspended for so long as and to the extent the performance thereof is prevented, directly or indirectly, by earthquakes, fires, tornadoes, facility failures, floods, drownings, strikes, other casualties, acts of God, orders of court or governmental agencies having competent jurisdiction, or other events or causes beyond the control of the parties. In no event shall any liability accrue against a party, or its

officers, agents or employees, for any damage arising out of or connected with a suspension of performance pursuant to this paragraph.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written at Bakersfield, California.

PROJECT PARTICIPANTS

DUDLEY RIDGE WATER DISTRICT

BY:   
Dale Melville, Manager

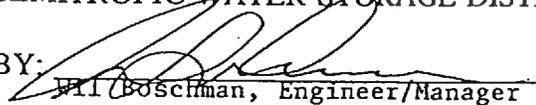
BY: \_\_\_\_\_

WHEELER RIDGE-MARICOPA  
WATER STORAGE DISTRICT

BY:   
William Taube, Engineer/Manager

BY: \_\_\_\_\_

SEMITROPIC WATER STORAGE DISTRICT

BY:   
Bill Boschman, Engineer/Manager

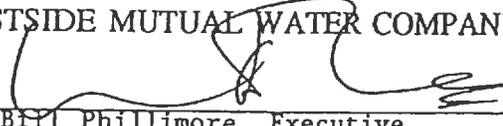
BY: \_\_\_\_\_

KERN COUNTY WATER AGENCY

BY:   
Adrienne J. Mathews, President

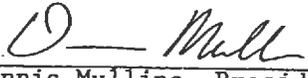
BY: October 26, 1995

WESTSIDE MUTUAL WATER COMPANY

BY:   
Bill Phillimore, Executive  
Vice-President

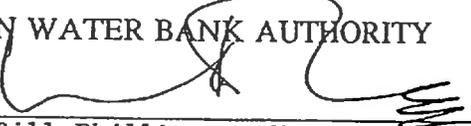
BY: \_\_\_\_\_

TEJON-CASTAC WATER DISTRICT

BY:   
Dennis Mullins, President

BY: \_\_\_\_\_

KERN WATER BANK AUTHORITY

BY:   
Bill Phillimore, Chairman

BY: \_\_\_\_\_

ADJOINING ENTITIES

BUENA VISTA WATER STORAGE DISTRICT WEST KERN WATER DISTRICT

BY: Martin Milobar  
Martin Milobar, Engineer-Manager

BY: Bob G. Bledsoe  
Bob G. Bledsoe, President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ROSEDALE RIO BRAVO WATER STORAGE DISTRICT

BY: Hal Crossley  
Hal Crossley, Manager

BY: \_\_\_\_\_

KERN DELTA WATER DISTRICT

BY: L. Mark Mulkey  
L. Mark Mulkey, Engineer-Manager

BY: \_\_\_\_\_

HENRY MILLER WATER DISTRICT

BY: Joe Lutje  
Joe Lutje, Manager

BY: \_\_\_\_\_

R. 25 E.

H. 40

T. 30 S.

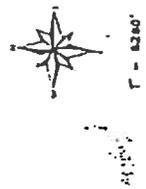
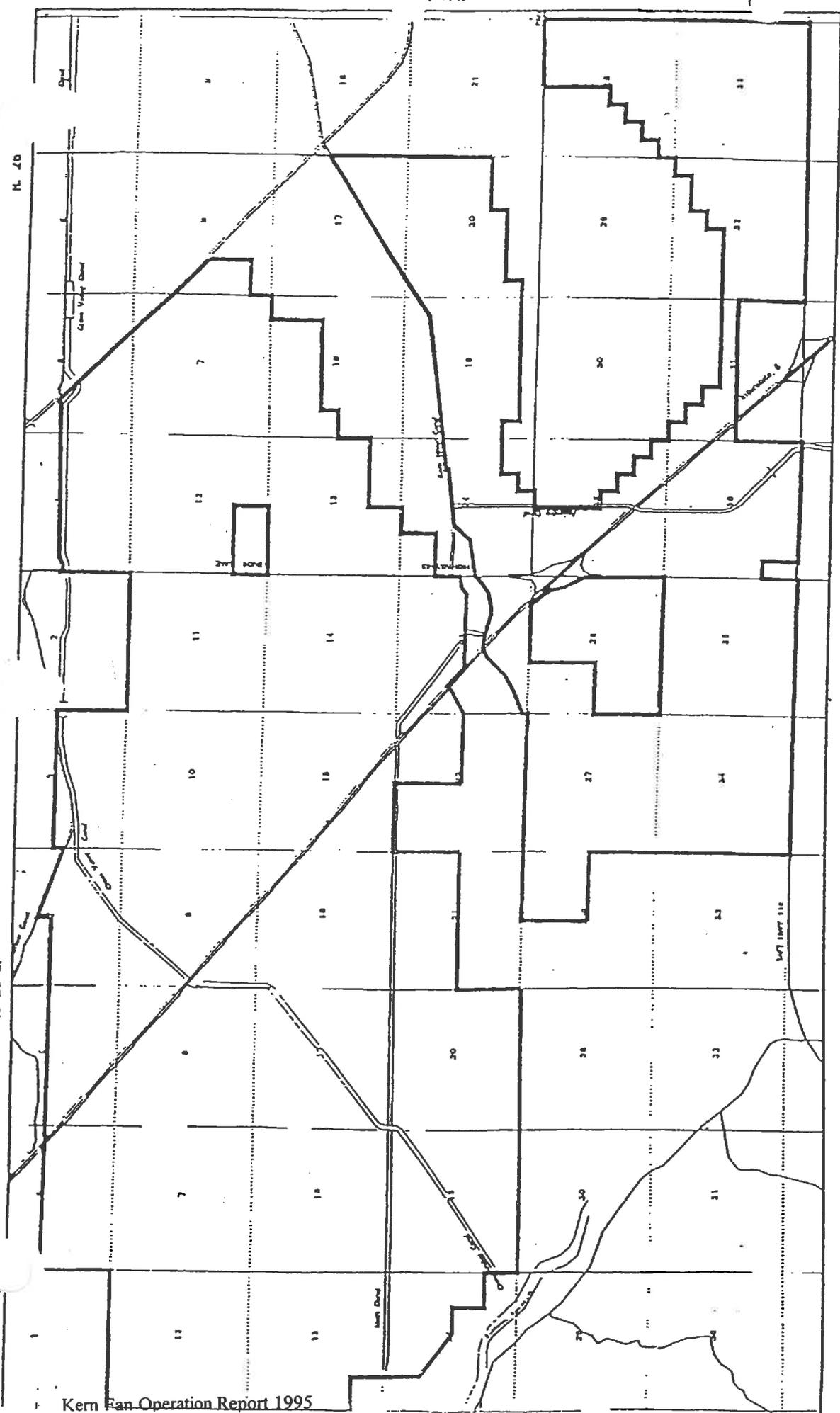


EXHIBIT A  
 Kern Water Bank Project Site

## PROJECT DESCRIPTION

### Purposes

The primary water management objective of the Kern Water Bank (KWB) is to enhance water supplies for SWP contractors and entities in Kern County. Water would be stored in aquifers during times of surplus and either recovered during times of shortage or remain in the ground to assist with overdraft correction.

### Sources of Water

It is anticipated that water from numerous sources will be recharged on the property in cooperation with the water rights holders and the approval of the necessary authorities. Such sources include: the Kern River, Friant-Kern, SWP, CVP, flood water and other sources that may be available from time to time.

### Facilities

To achieve its water management objectives, the KWB will require the construction of recharge ponds, water conveyance facilities, and water wells. The ponds will be created by constructing low levees along contours. The ponds bottoms would be left, as far as possible, in their natural condition. The habitat surrounding and between ponds may be modified and enhanced depending on the outcome of negotiations with resources agencies and other habitat management objectives.

Of the 19,883 acres that presently constitute the Kern Water Bank property, approximately 5,000 acres are proposed for routine recharge, although, during high flow conditions, additional acreage may be utilized which would also serve to prevent flooding elsewhere in the Valley. In the wettest of years, it is hoped that close to a million acre feet can be recharged on the property. The ponds would be formed by constructing approximately 35 miles of levees with a maximum height of 3 feet.

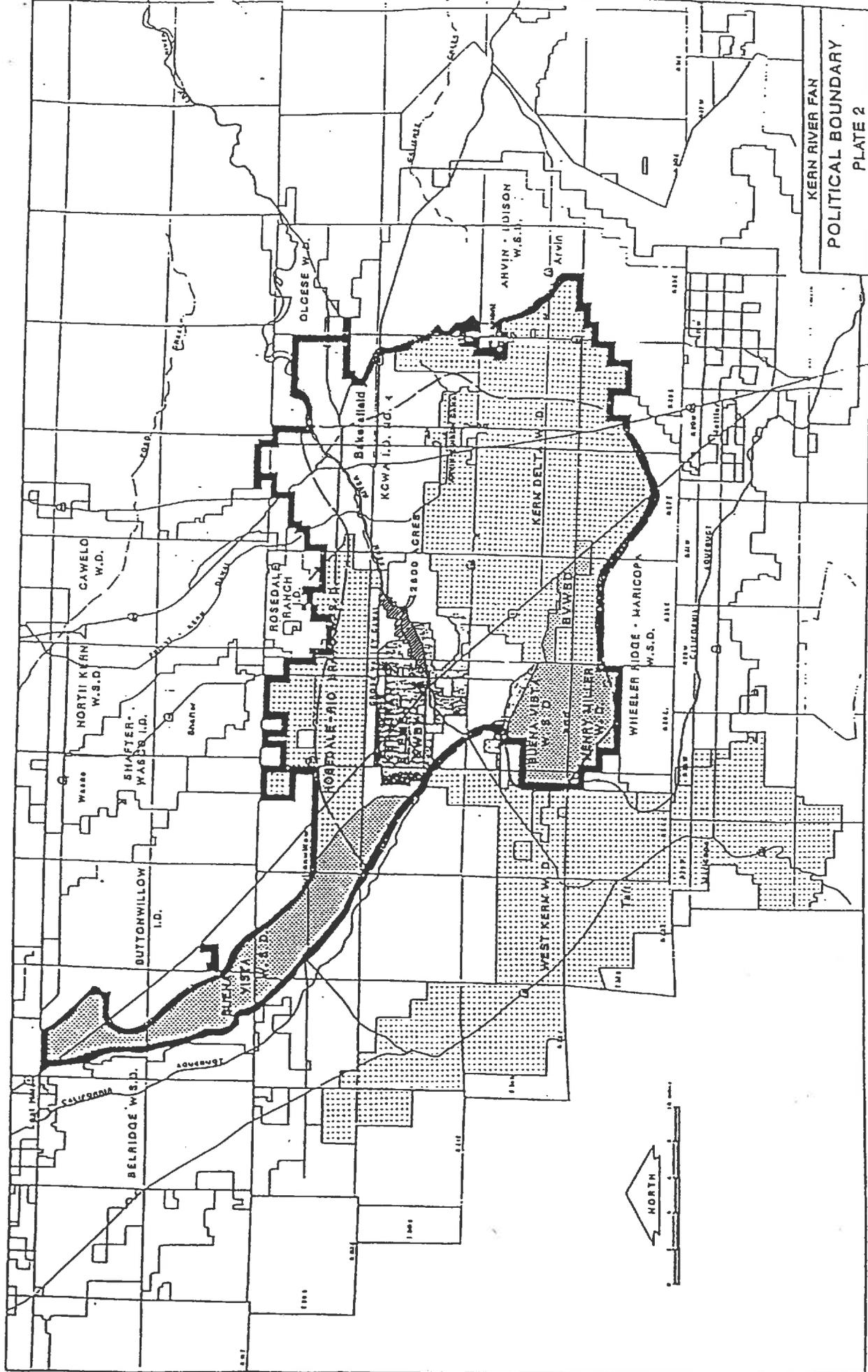
It is proposed that water would be conveyed to and from the property using available capacity in any of the canals and conveyance facilities that may serve the property including: the Cross Valley Canal, the Friant Kern Canal, the California Aqueduct, the Pioneer Canal, the River Canal, the Kern River, Buena Vista's Main Canal and the Alejandro Canal. In each case the permission of the relevant authority will be sought for the use of each facility. It is also proposed to build a new canal that would link the River Canal to the California Aqueduct and would convey water to and from the property. Additionally, it is proposed that a diversion and conveyance facility be constructed that would divert water from the Kern River to the eastern end of the property. Such a conveyance facility would probably cross the north Pioneer property and, as such, is subject to approval from the KCWA and the City of Bakersfield.

Fifty-seven water wells currently exist on the property. Another 43 may be added before the project is complete to provide adequate recovery capacity and the necessary operational flexibility to avoid or minimize adverse impacts. Once build out of the recovery facilities is complete, the

recovery capacity will be maintained by constructing new wells to replace the capacity of older wells as they fail. New wells shall be placed no closer than one third mile from any functioning wells off the property. Wells on the property shall be located and operated so as to prevent significant non-mitigable adverse impacts to neighboring land owners.

### Operation

The project shall be managed by the Kern Water Bank Authority. Day-to-day operation of the project may be contracted to other parties. Operation of the project shall be coordinated with adjoining projects.



KERN RIVER FAN  
 POLITICAL BOUNDARY  
 PLATE 2

EXHIBIT C