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FILED MARCH 22, 1971
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)
COMPANY, a corporation, as Trustee under deed)
6 of trust; FIRST WESTERN BANK & TRUST COMPANY,)
ROSE B. FORD, W. J. FORD, DOROTHY FOSTER, LEWIS)
7 FOSTER, JULIA FOTIS, WILLIAM FOTIS, BILLIE J.)
FOWLER, EDMOND FOWLER, KENNETH FREDERICK, FRED-)
8 LITE BLOCKS, INC., a corporation, BETTY LOU)
FREEMAN, ROBERT B. FREEMAN, JR., EMIL FRIETAG,)
9 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 pearing 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-)
TOTH, ILLA YRIBARREN, LOUIS YRIBARREN,)
23 ALBERT ZDENEK, MARILEE ZDENEK.)
24)

25)
26)
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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)
12 Frank Armstrong, Phyllis Armstrong (Mettler & Armstrong, a partnership, tenant)	177
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
23 Lewis M. Dye, Sr.*	3
24 Alan M. Fields, Mardell S. Fields, Norman Weintraub, Albert Zdenek and Marilee Zdenek	77
26 Sidney Gilreath and Lorene Gilreath	3
27 Domenico Girauo, aka Domenico Girauo*	3
28 Golden Hills Community Services District,** a body corporate and politic	159
30 Frank Goodrick and Moneta M. Goodrick	19
31 Grand Oaks Land Company, a corporation, 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.), a corporation	98
5		
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. Hayes, and Gertrude D. Carroll (successors in interest to Kiethley-McPherrin, Inc.)	355
11		
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. Cowell Foundation	340
19		
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	
	Killingsworth and Dora Killingsworth	
6	Lewis A. Colvin and Nan L. Colvin	3
7	Lewis M. Dye, Sr.	3
8	W. J. Ford and Rose B. Ford	3
9	Lewis Foster and Dorothy Foster	3
10	Fred-Lite Blocks, Inc., a corporation	3
11	Kenneth Frederick	3
12	Robert B. Freeman, Jr. and Betty Lou Freeman	3
13	Alvin Gary and Wilma J. Gary	3
14	Domencio Girauda aka Domenico Girauda	3
15	Louis Goebel and Kathleen Goebel	3
16	R. E. Grind and Helen Grind	3
17	Theodore H. Haun and Avis E. Haun	3
18	W. C. Hedberg and Ruth Hedberg	3
19	Harold Hedge and Grace B. Hedge	3
20	Herb Hemphil and Alice Hemphil, aka Herb	3
21	Hemphill and Alice Hemphill	
22	Charlie J. Honeycutt and Kathryn Honeycutt	3
23	Leroy Bassler and Margaret Bassler	3
24	John Johnson and Eva L. Johnson	3
25	Robert W. Karpe and Phyllis J. Karpe	3
26	Beverly Maher and James F. Maher (successors	3
27	in interest to Carl Ledyard and Christine M.	
	Ledyard)	
28	A. F. Leiva and Margaret Leiva	3
29	Herb Marble and Dorothy Marble (Department	3
30	of Veterans Affairs of the State of Cali-	
31	fornia as holder of legal title under Cal	
	Vet Loan, First Western Bank and Trust Co.,	
	assignee of rentals)	
32	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

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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

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

9. Judgment Binding on Successors.

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

10. Costs.

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

The Clerk shall enter this Judgment forthwith.

MAR 19 1971

DATED: _____, 1971.

JAY R. BALLANTYNE
Judge of the Superior Court