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

1	Edwin J. Van Zandt and Jennie B. Van Zandt (successors in interest to Ewald Handel and Ethel M. Handel)	17 1/3
3	F. G. Hernandez, aka Frank G. Hernandez, and Beatrice Hernandez	3
5	Joaquina Iriart for life, then to Jack Iriart (to be distinguished from Jack R. Iriart) as to remainder	223 1/3
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
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
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
21	Melvin Ruff and Frances Ruff*	3
22	Tehachapi Orchards, Inc., a corporation (successor in interest to Ernest Schnaidt)	416 2/3
24	Evelyn Smith	24
25	Southern Pacific Transportation Company (formerly Southern Pacific Railroad Co.), a corporation	65 1/3
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 Giraudo, aka Domenico Giraudo*	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	3
20	in interest to Wallace K. Love and Gloria D. Love)	
21	Harold T. Lutge and Helen Lutge (successors	3
22	in interest to Bette Lamb, aka Elizabeth Louise Lamb as Executrix of Estate of J. O.	
23	Lamb, deceased)	
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 PARTY DOMESTIC WELLS

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 Giraudo aka Domenico Giraudo	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	3
6	in interest to Carl Ledyard and Christine M. Ledyard)	
7	A. F. Leiva and Margaret Leiva	3
8	Herb Marble and Dorothy Marble (Department	3
9	of Veterans Affairs of the State of Cali-	
10	fornia as holder of legal title under Cal	
	Vet Loan, First Western Bank and Trust Co.,	
	assignee of rentals)	
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 Burkle	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 successors in interest, agents, etc., paragraph 24 hereafter.)	
12		

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

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

10 (v) Annual Budget and Appeal Procedure in Relation
11 Thereto. The Watermaster shall annually prepare a tentative
12 budget for each calendar year stating the anticipated expense
13 for administering the provisions of this Judgment. The Water-
14 master shall mail a copy of said tentative budget to each of the
15 parties hereto at least 75 days before the beginning of each
16 calendar year. For the first calendar year of operation under
17 this Judgment, if the Watermaster is unable to meet the above
18 time requirement, the Watermaster shall mail said copies as soon
19 as possible. If any party hereto has any objection to said
20 tentative budget, it shall present the same in writing to the
21 Watermaster within 30 days after the date of mailing of said
22 tentative budget by the Watermaster. If no objections are re-
23 ceived within said period, the tentative budget shall become
24 the final budget. If objections are received, the Watermaster
25 shall within 20 days thereafter, consider such objections,
26 prepare a final budget and mail a copy thereof to each party
27 hereto, together with a statement of the amount assessed to
28 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 water 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

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

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

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

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

Example No. 2 (based on current Plaintiff 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)	<u>1.00</u>
	\$ <u>91.00</u>
8 c) Less cost of pumping	<u>15.00</u>
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 Exchangers Pursuant to
2 Exchange Pool Provisions. An Exchanger 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 Exchangers. Each Exchanger
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 Exchanger 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 Exchanger 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

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

1 or the Watermaster.

2 24. Successors in Interest. This Judgment as amended,
3 and the provisions hereof, are all applicable to and binding upon
4 not only the parties hereto, but as well upon their respective
5 heirs, executors, administrators, assigns, lessees, licensees or
6 other successors of whatever classification ("successors"
7 collectively hereafter), and to the agents, employees and attorneys
8 in fact of any such persons having actual or constructive notice
9 of said Judgment or of this action from the date of its filing.
10 The injunctive provisions herein contained run equally against
11 all such persons, and all successors, whether the same have
12 heretofore or hereafter become successors. Successors may become
13 formal parties of record in the same manner as "New Pumpers"
14 under paragraph 6 of said Judgment or by any other appropriate
15 means.

16 THE CLERK WILL FILE AND ENTER THIS "AMENDMENT TO
17 JUDGMENT" IN THE JUDGMENT BOOK FORTHWITH.

18 DATED: November 14, 1973

19 /s/ JAY R. BALLANTYNE
20 _____
21 Judge of the Superior Court

21
22
23
24
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26
27
28

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.

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

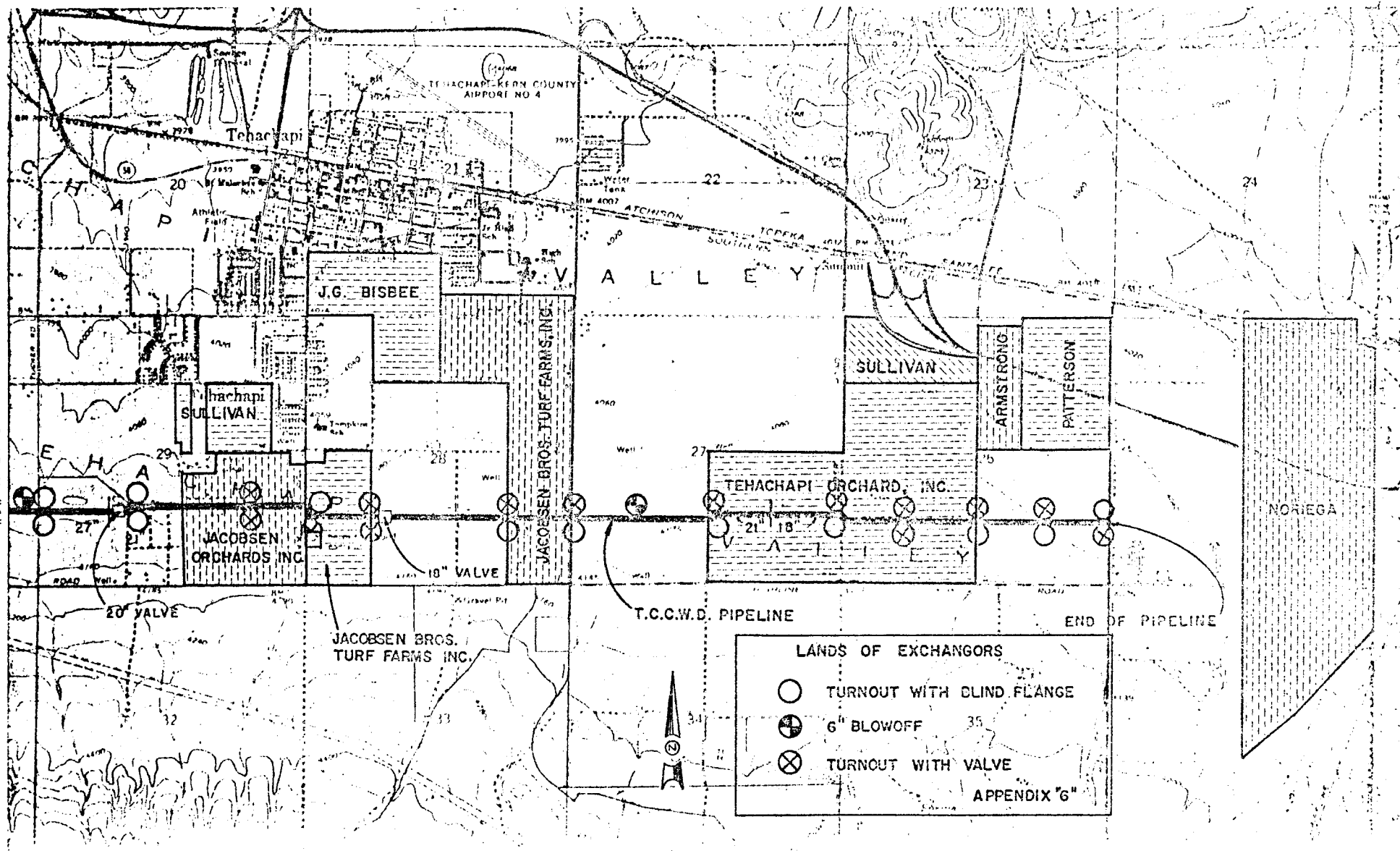
where water rights adjudicated to a particular person in a particular case were developed on two (2) or more parcels if any such transfer of water rights involves only the parcels on which the total water right quantities were developed.

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 & Emma 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



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.^{/3} 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

^{/3} 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).