

AGREEMENT FOR USE OF WATER RIGHTS

THIS AGREEMENT, made as of the 1st day of January, 1952, by and between KERN COUNTY LAND COMPANY, KERN COUNTY CANAL AND WATER COMPANY, JAMES CANAL, INC., ANDERSON CANAL, INC., PLUNKET CANAL, INC., JOYCE CANAL, INC., PIONEER CANAL, INC., LERDO CANAL COMPANY, JAMES AND DIXON CANAL, INC., and CENTRAL CANAL COMPANY, each of which is a California corporation, First Parties, hereinafter called "Companies", and NORTH KERN WATER STORAGE DISTRICT, a water storage district duly organized and existing under and by virtue of the California Water Storage District Law, Second Party, hereinafter called "District",

W I T N E S S E T H:

THAT WHEREAS:

- A. Each of the First Parties named above, except Kern County Land Company, is a subsidiary of said Kern County Land Company;
- B. Under date of August 1, 1950, said Kern County Land Company and the District entered into a certain Option Agreement which was attached to and made a part of the Report dated August 15, 1950, by the Board of Directors of the District to the State Engineer of the State of California on the Feasibility of the District Project;
- C. In the manner and within the time provided in said Option Agreement the District exercised the option therein given to it; and

1.



D. The parties desire by this agreement to carry out the provisions of said Option Agreement and the purposes and objects of said Feasibility Report with respect to the acquisition of interests in water rights by the District;

NOW, THEREFORE, the parties hereby agree with each other as follows:

1. Identification of Water Rights. The water rights constituting the subject of this agreement are those certain rights to divert water from the Kern River in Kern County, California, which are known and identified by the following names, priority dates and quantities:

<u>Name of Diversion Right</u>	<u>Priority Date</u>	<u>Quantity (Cubic Feet per Second)</u>
James (1st)	Oct. 15, 1871	120
Anderson (1st)	Oct. 9, 1872	20
Meacham	About Apr. 15; 1873	30
Plunket	June 1; 1873	40
Joyce	June 2; 1873	40
Johnson	June 12; 1873	40
Pioneer (1st)	Aug. 1, 1873	130
Lerdo portion (30%) of Beardsley (1st)	Dec. 2, 1873	18
Anderson (2d)	Mar. 1874	10
James & Dixon	June 1; 1874	40
McGaffrey	Oct. 31, 1874	26
Lerdo portion (51%) of McCord	Mar. 20; 1875	51
Portion (80%) of Calloway	May 4; 1875	680
Portion (80%) of Railroad	Aug. 7, 1876	160
James (2d)	-	180
Pioneer (2d)	-	170
Lerdo portion (30%) of Beardsley (2d)	-	72
Kern County Land Company portion (4.563%) of the rights of the "Second Point" Entitlement under the Miller-Haggin Agreement of 1888 as amended	-	-

Subject, however, to the following:

A. The provisions of the above-mentioned Miller-Haggin Agreement of 1888, more particularly defined as the

agreement made between Henry Miller and others and James B. Haggin and others under date of July 28, 1888, and recorded in the office of the County Recorder of Kern County, California, in Book 2 of Agreements at page 40, and all amendments and supplements thereof and thereto, including that certain supplemental agreement between Henry Miller and James B. Haggin, dated November 30, 1889, and that certain agreement between Miller & Lux, Incorporated, as first party, Carmel Cattle Company and others, as second parties, and Buena Vista Water Storage District, as third party, dated June 19, 1930, and recorded in the office of the County Recorder of Kern County, California, on July 8, 1930, in Book 374 of Official Records at page 34, and that certain indenture between Miller & Lux, Incorporated, and others, as first parties, and Buena Vista Associates, Incorporated, as second party, dated June 19, 1930, and recorded in the office of the County Recorder of Kern County, California, on July 8, 1930, in Book 372 of Official Records at page 147.

B. The Shaw Decree of 1900, more particularly defined as the Judgment made and entered August 6, 1900, by the Superior Court of the State of California in and for the County of Kern, the Honorable Lucien Shaw, Judge presiding, in a certain action No. 1901 entitled "Farmers Canal Company, et al., Plaintiffs, vs. J. R. Simmons, et al., Defendants".

C. The right of Kern River Canal and Irrigating Company, a California corporation, to use in performance of its duties and obligations as a public utility so much of the above-described portions of the Beardsley and McCord

water rights as may be required by said company, over and above all other water rights available to it, for the performance of such duties and obligations.

2. Rights of District. The Companies hereby agree that the District shall have the right in perpetuity, subject to the provisions of this agreement, to divert, transport to the District and use so much of the water accruing to the water rights described above during each calendar month of each year as shall enable the District to divert from the Kern River not more than the maximum quantity set forth for such month in the following tabulation:

<u>Month</u>	<u>Maximum Diversion (acre feet)</u>
January	32,800
February	34,200
March	41,200
April	44,000
May	46,800
June	48,200
July	52,400
August	49,600
September	44,000
October	38,400
November	35,600
December	32,800

Within such maximum limits; and within the maximum yields of the water rights described in Paragraph 1 above, the District shall at all times hereafter have the first priority to all water accruing to the above-described water rights, but the Companies reserve, retain and shall continue to own the right to divert and use all such water except the water actually diverted by the District pursuant to this agreement.

3. Effect of Failure of District to Divert Maximum Entitlements. If at any time hereafter the District shall

fail to divert from the Kern River the maximum quantity of water which the District shall be entitled to divert at such time under this agreement, then the excess of such maximum over the quantity actually diverted by the District at such time shall revert and belong to the Companies, and the District shall have no right to carry such excess forward or accumulate it for subsequent diversion by the District. However, no failure of the District to divert its maximum entitlement at any time, no matter how long continued or for what reason or purpose, shall operate in any manner to reduce, impair, restrict or modify the maximum quantities which the District shall be entitled to divert thereafter under this agreement. The Companies hereby jointly and severally agree with the District never to claim, contend or assert that any of the rights of the District hereunder shall have been lost, relinquished, or reduced by non-user, or by any failure or neglect of the District to divert and utilize the maximum quantity of water which it may be entitled to divert herein.

4. Effect of Excess Diversion by the District. The District agrees that it will not at any time divert from the Kern River more than the maximum quantity of water which it is entitled to divert at such time according to the provisions of this agreement, and any other agreement or agreements whereby the District may acquire rights to use waters of the Kern River. If the District shall ever divert from the Kern River more water than it shall be so entitled to divert at such time, then the amount of excess so diverted shall be deducted and withheld from the first water which

the District otherwise would be entitled under this agreement to divert thereafter. No excess diversion by the District, no matter how often repeated or how long continued, shall have the result or effect of enlarging the rights of the District herein, and the District hereby agrees never to make any claim, contention or assertion against the Companies to that effect.

5. Rights Retained by the Companies. The Companies retain and reserve to themselves in accordance with their respective rights and interests, each and all the following:

(a) All waters accruing and available to and under the above described water rights in each calendar month over and above the maximum monthly diversion of the District as hereinabove set forth; and

(b) All waters which the District shall be entitled to divert hereunder but which the District shall fail to divert or shall fail to use; and

(c) All waters which shall be diverted by the District from the channel of the Kern River but which shall in any manner flow back into the channel of the Kern River either over the surface or through the ground; and

(d) All waste, seepage and return flow water derived from water so diverted by the District and escaping or discharged beyond the present boundaries of the District.

6. Purpose of Use by District. Any and all waters which shall be diverted by the District from the Kern River pursuant to this agreement may be used for the purpose of irrigation, stock watering and underground water replenishment and for no other purpose or purposes whatsoever.

7. Place of Use by District. Any and all waters diverted by the District from the Kern River hereunder may

be used within the present boundaries of the District, but not elsewhere.

8. Consideration. As consideration for this agreement, the District hereby agrees to deliver to the above-named Kern County Land Company, as receiving agent for the Companies, District warrants payable to said Kern County Land Company in the aggregate sum of One Million Nineteen Thousand One Hundred Twenty-One Dollars (\$1,019,121.00) duly authorized and executed by the District, and to pay all of said warrants in full in lawful money of the United States on or before January 1, 1957, with interest at the rate of three per cent (3%) per annum.

9. Refund Agreement. The Companies do not wish to realize upon this transaction any gain or profit taxable under the income tax laws of the United States, and accordingly the consideration hereunder has been fixed by the parties at an amount which the parties agree is substantially less than the present value of the water rights herein described but which the parties believe to be not more than the amount which the Companies may receive for said rights without incurring any Federal income tax upon the transaction. If it shall ever be determined by a final decision of an agency or court of the United States having jurisdiction of the matter that the consideration hereunder is more than the last-mentioned amount, then, upon demand, the Companies will immediately refund the excess to the District (without interest) in District warrants or in lawful money of the United States.

10. No Warranty. The District agrees that no warranty or representation is or has been made by or on behalf of the Companies or any of them respecting the extent, value or validity of the water rights herein described or the quantity or quality of water which may be available thereunder. The Dis-

trict also agrees that nothing herein contained will be deemed or claimed by the District to obligate the Companies or any of them to defend said water rights against attack or to protect said water rights from interference by others.

11. Upstream Storage. If upstream storage facilities shall ever become available for the storage of any of the water accruing to the District under the above-described water rights and if the District shall desire to make use of such storage facilities, then the District agrees that it will pay its fair share of the cost of such storage facilities in return for its right to the use thereof. Nothing herein contained shall ever be deemed or claimed by the District to obligate the Companies or any of them to pay for or contribute to the cost of the right or privilege of the District to use any such storage facilities for the storage of water accruing to the District hereunder.

12. Repurchase of Rights. If at any time or times while this agreement remains in effect the District shall determine that any of its rights under this agreement are no longer needed by the District then the District shall give the Companies written notice to that effect, specifying the rights which are no longer needed. Thereupon the Companies shall have the option, and if such notice shall be given prior to January 1, 1972, the Companies shall be obligated, to purchase from the District within six (6) months after the receipt of such notice all of the rights of the District under this agreement which are specified in such notice. The price for such rights shall be the then value of the rights specified in such notice based

upon a capital value of an ideal water right of Fifteen Dollars (\$15.00) per acre foot as set forth on page 43 of the above-mentioned Report on the Feasibility of the District Project, applied to the yield of the rights specified in such notice in the manner and in accordance with the formulas set forth in Appendix F at pages 180 to 184 of said Report. Such price shall be paid in cash in exchange for an appropriate form of relinquishment of such rights, duly executed by the District.

13. Notices. Any notice with respect to this agreement shall be deemed fully given and made when delivered in writing or mailed by registered mail as follows:

If to any of the Companies:

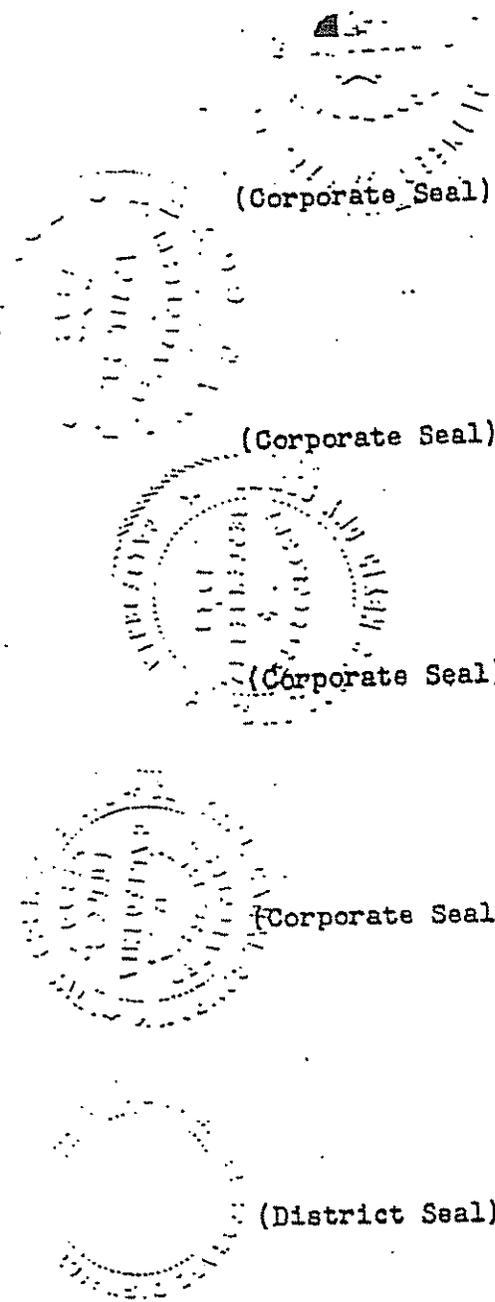
To Kern County Land Company  
950 Bank of America Building  
300 Montgomery Street  
San Francisco 4, California

If to the District:

To North Kern Water Storage District  
1700 Nineteenth Street  
Bakersfield, California

The address of either party may be changed by written notice to the other.

14. Assignments. This agreement shall bind and inure to the benefit of the successors and assigns of the respective parties, but the District shall have no right to assign this agreement, either voluntarily or by operation of law, without the prior written consent of the above-named Kern County Land Company, and any assignment or attempted assignment without such consent shall at the option of said Company be null and void.



PIONEER CANAL, INC.

By W. L. Anderson  
Its President

and by D. S. Atwood  
Its Secretary  
ASSISTANT

LERDO CANAL COMPANY

By W. L. Anderson  
Its President

and by D. S. Atwood  
Its Secretary  
ASSISTANT

JAMES AND DIXON CANAL, INC.

By W. L. Anderson  
Its President

and by D. S. Atwood  
Its Secretary  
ASSISTANT

CENTRAL CANAL COMPANY

By W. L. Anderson  
Its President

and by D. S. Atwood  
Its Secretary  
ASSISTANT

FIRST PARTIES

NORTH KERN WATER STORAGE DISTRICT

By H. L. [Signature]  
Its President

and by A. C. Ironbridge  
Its Secretary

SECOND PARTY

CONSENT OF KERN RIVER CANAL  
AND IRRIGATING COMPANY

The undersigned, KERN RIVER CANAL AND IRRIGATING COMPANY, a California corporation, hereby consents to the foregoing agreement in so far as it may affect water rights in which the undersigned company has or may have an interest,

upon a capital value of an ideal water right of Fifteen Dollars (\$15.00) per acre foot as set forth on page 43 of the above-mentioned Report on the Feasibility of the District Project, applied to the yield of the rights specified in such notice in the manner and in accordance with the formulas set forth in Appendix F at pages 180 to 184 of said Report. Such price shall be paid in cash in exchange for an appropriate form of relinquishment of such rights, duly executed by the District.

13. Notices. Any notice with respect to this agreement shall be deemed fully given and made when delivered in writing or mailed by registered mail as follows:

If to any of the Companies:

To Kern County Land Company  
950 Bank of America Building  
300 Montgomery Street  
San Francisco 4, California

If to the District:

To North Kern Water Storage District  
1700 Nineteenth Street  
Bakersfield, California

The address of either party may be changed by written notice to the other.

14. Assignments. This agreement shall bind and inure to the benefit of the successors and assigns of the respective parties, but the District shall have no right to assign this agreement, either voluntarily or by operation of law, without the prior written consent of the above-named Kern County Land Company, and any assignment or attempted assignment without such consent shall at the option of said Company be null and void.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate this 9th day of July, 1952, as of the day and year first above written.

KERN COUNTY LAND COMPANY

By James P. Quinn  
Its President

(Corporate Seal) and by Thomas Russell  
Its Secretary

KERN COUNTY CANAL AND WATER COMPANY

By James P. Quinn  
Its President

(Corporate Seal) and by Thomas Russell  
Its Secretary

JAMES CANAL, INC.

By W. H. Henderson  
Its President

(Corporate Seal) and by D. S. Atwood  
Its Secretary ASSISTANT

ANDERSON CANAL, INC.

By W. H. Henderson  
Its President

(Corporate Seal) and by D. S. Atwood  
Its Secretary ASSISTANT

PLUNKET CANAL, INC.

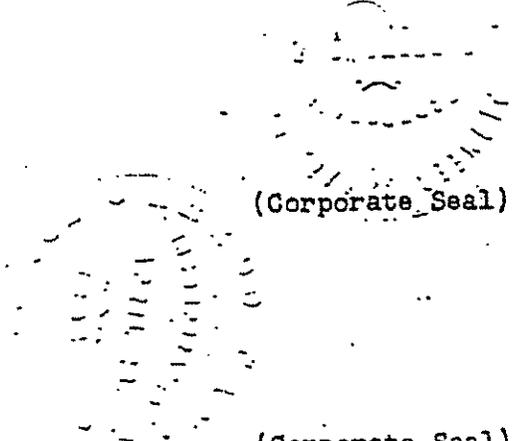
By W. H. Henderson  
Its President

(Corporate Seal) and by D. S. Atwood  
Its Secretary ASSISTANT

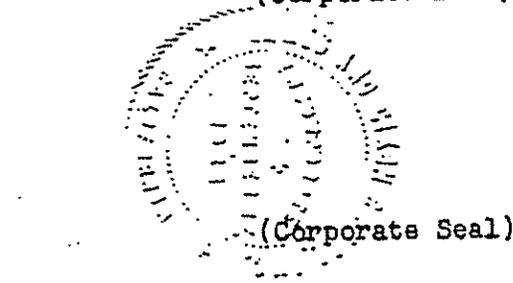
JOYCE CANAL, INC.

By W. H. Henderson  
Its President

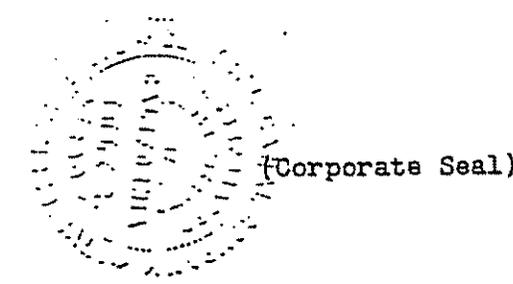
(Corporate Seal) and by D. S. Atwood  
Its Secretary ASSISTANT



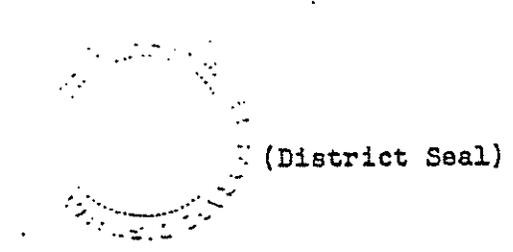
(Corporate Seal)



(Corporate Seal)



(Corporate Seal)



(District Seal)

PIONEER CANAL,  
By W.L. Anderson  
Its President  
and by D.S. Atwood  
Its/Secretary ASSISTANT

LERDO CANAL COMPANY  
By W.L. Anderson  
Its President  
and by D.S. Atwood  
Its/Secretary ASSISTANT

JAMES AND DIXON CANAL, INC.  
By W.L. Anderson  
Its President  
and by D.S. Atwood  
Its/Secretary ASSISTANT

CENTRAL CANAL COMPANY  
By W.L. Anderson  
Its President  
and by D.S. Atwood  
Its/Secretary ASSISTANT

FIRST PARTIES

NORTH KERN WATER STORAGE DISTRICT  
By H.L. [Signature]  
Its President  
and by A.C. [Signature]  
Its Secretary

SECOND PARTY

CONSENT OF KERN RIVER CANAL AND IRRIGATING COMPANY

The undersigned, KERN RIVER CANAL AND IRRIGATING COMPANY, a California corporation, hereby consents to the foregoing agreement in so far as it may affect water rights in which the undersigned company has or may have an interest,

subject, however, to the provisions of Clause C of Paragraph 1 of the foregoing agreement and subject also to each and all of the other provisions of said agreement.

Executed at Bakersfield, California, this 9th day of July, 1952.

KERN RIVER CANAL AND IRRIGATING COMPANY

By A. L. Davidson  
Its President

(Corporate Seal)

and by D. S. Atwood  
Its Secretary  
ASSISTANT

The consideration stated in the foregoing Agreement is hereby approved this 28<sup>th</sup> day of July, 1952, pursuant to Section 43,503 of the Water Code.

DEPARTMENT OF PUBLIC WORKS OF THE  
STATE OF CALIFORNIA

By A. W. Cummings  
State Engineer

State of California

City and County of San Francisco--SS.

On this 16<sup>th</sup> day of July, A.D. 1952,  
before me, LUCILE F. ROTH, a Notary Public in  
and for the City and County of San Francisco, State of  
California, residing therein, duly commissioned and sworn,  
personally appeared John I. Pigott, known to me  
to be the        President, and Norman S. Angell  
known to me to be the        Secretary, of KERN COUNTY  
LAND COMPANY, the corporation that executed the within  
instrument, and known to me to be the persons who executed  
the within instrument on behalf of the corporation therein  
named, and acknowledged to me that such corporation executed  
the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in said City and  
County and State the day and year in this certificate first  
above written.

Lucile F. Roth  
Notary Public  
in and for the City and County of  
San Francisco, State of California.

My Commission Expires  
August 10, 1953

(Notarial Seal)

State of California

City and County of San Francisco--SS.

On this 16<sup>th</sup> day of July, A.D. 1952,  
before me, LUCILE F. ROTH, a Notary Public in  
and for the City and County of San Francisco, State of  
California, residing therein, duly commissioned and sworn,  
personally appeared John I. Pigott, known to me  
to be the        President, and Norman S. Angell,  
known to me to be the        Secretary, of KERN COUNTY  
CANAL AND WATER COMPANY, the corporation that executed the  
within instrument, and known to me to be the persons who ex-  
ecuted the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corporation  
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in said City and  
County and State the day and year in this certificate first  
above written.

Lucile F. Roth  
Notary Public  
in and for the City and County of  
San Francisco, State of California.

My Commission Expires  
August 10, 1953

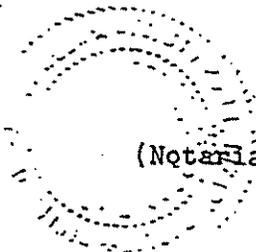
(Notarial Seal)

State of California

County of Kern--SS.

On this 9th day of July, A.D. 1952,  
before me, R. G. SIMPSON, a Notary Public in and  
for the County of Kern, State of California, residing  
therein, duly commissioned and sworn, personally appeared  
G. L. HENDERSON known to me to be the  
President, and D. B. ATWOOD known to me  
to be the Assistant Secretary, of JAMES CANAL, INC., the  
corporation that executed the within instrument, and known  
to me to be the persons who executed the within instrument  
on behalf of the corporation therein named, and acknowledged  
to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in said County  
and State the day and year in this certificate first above  
written.



(Notarial Seal)

Handwritten signature of R. G. Simpson in cursive.

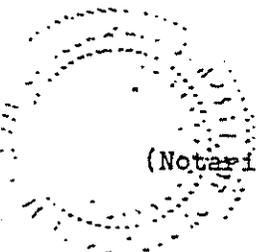
Notary Public  
in and for the County of Kern,  
State of California.  
My Commission Expires December 8, 1952

State of California

County of Kern--SS.

On this 9th day of July, A.D. 1952,  
before me, R. G. SIMPSON, a Notary Public in and  
for the County of Kern, State of California, residing  
therein, duly commissioned and sworn, personally appeared  
G. L. HENDERSON known to me to be the  
President, and D. B. ATWOOD known to me to be the  
to be the Assistant Secretary, of ANDERSON CANAL, INC., the  
corporation that executed the within instrument, and known  
to me to be the persons who executed the within instrument  
on behalf of the corporation therein named, and acknowledged  
to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in said County  
and State the day and year in this certificate first above  
written.



(Notarial Seal)

Handwritten signature of R. G. Simpson in cursive.

Notary Public  
in and for the County of Kern,  
State of California.

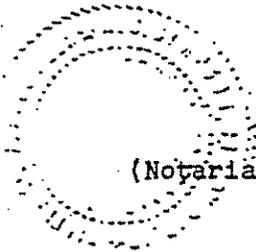
My Commission Expires December 8, 1952

State of California

County of Kern--SS.

On this 9th day of July, A.D. 1952,  
before me, R. G. SIMPSON, a Notary Public in and  
for the County of Kern, State of California, residing  
therein, duly commissioned and sworn, personally appeared  
G. L. HENDERSON, known to me to be the  
President, and D. S. ATWOOD, known to me to  
be the Assistant Secretary, of PLUNKET CANAL, INC., the  
corporation that executed the within instrument, and known  
to me to be the persons who executed the within instrument  
on behalf of the corporation therein named, and acknowledged  
to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in said County  
and State the day and year in this certificate first above  
written.



(Notarial Seal)

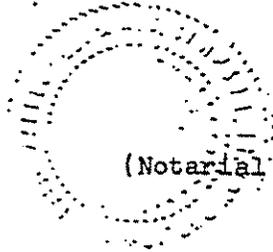
R. G. Simpson  
Notary Public  
in and for the County of Kern,  
State of California.  
My Commission Expires December 8, 1952

State of California

County of Kern--SS.

On this 9th day of July, A.D. 1952,  
before me, R. G. SIMPSON, a Notary Public in and  
for the County of Kern, State of California, residing therein,  
duly commissioned and sworn, personally appeared  
G. L. HENDERSON, known to me to be the President,  
and D. S. ATWOOD, known to me to be the  
Assistant Secretary, of JOYCE CANAL, INC., the corporation  
that executed the within instrument, and known to me to be  
the persons who executed the within instrument on behalf of  
the corporation therein named, and acknowledged to me that  
such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in said County  
and State the day and year in this certificate first above  
written.



(Notarial Seal)

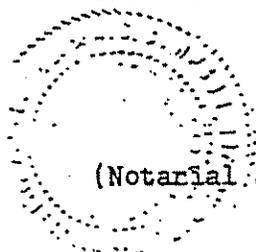
R. G. Simpson  
Notary Public  
in and for the County of Kern,  
State of California.  
My Commission Expires December 8, 1952

State of California

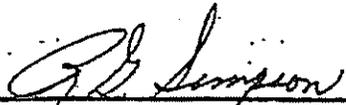
County of Kern--SS.

On this 9th day of July, A.D. 1952, before me, R. G. SIMPSON, a Notary Public in and for the County of Kern, State of California, residing therein, duly commissioned and sworn, personally appeared G. L. HENDERSON, known to me to be the President, and D. S. ATWOOD, known to me to be the Assistant Secretary, of PIONEER CANAL, INC., the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year in this certificate first above written.



(Notarial Seal)

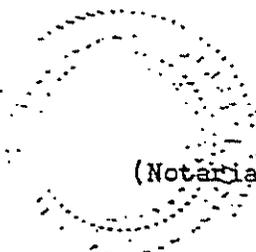
  
Notary Public  
in and for the County of Kern,  
State of California.  
My Commission Expires December 8, 1952

State of California

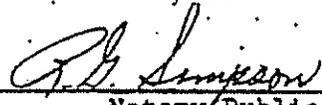
County of Kern--SS.

On this 9th day of July, A.D. 1952, before me, R. G. SIMPSON, a Notary Public in and for the County of Kern, State of California, residing therein, duly commissioned and sworn, personally appeared G. L. HENDERSON, known to me to be the President, and D. S. ATWOOD, known to me to be the Assistant Secretary, of LERDO CANAL COMPANY, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year in this certificate first above written.



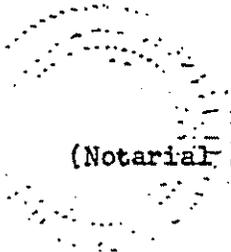
(Notarial Seal)

  
Notary Public  
in and for the County of Kern,  
State of California.  
My Commission Expires December 8, 1952

State of California  
County of Kern--SS.

On this 9th day of July, A.D. 1952,  
before me, R. G. SIMPSON, a Notary Public in and  
for the County of Kern, State of California, residing  
therein, duly commissioned and sworn, personally appeared  
G. L. HENDERSON, known to me to be the  
President, and D. B. ATWOOD, known to me to  
be the Assistant Secretary, of JAMES AND DIXON CANAL, INC.,  
the corporation that executed the within instrument, and  
known to me to be the persons who executed the within  
instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in said County  
and State the day and year in this certificate first above  
written.



(Notarial Seal)

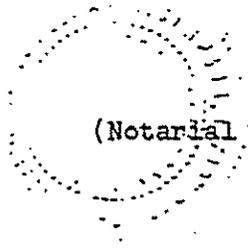
*R. G. Simpson*

Notary Public  
in and for the County of Kern,  
State of California.  
My Commission Expires December 8, 1952

State of California  
County of Kern--SS.

On this 9th day of July, A.D. 1952,  
before me, R. G. SIMPSON, a Notary Public in and  
for the County of Kern, State of California, residing  
therein, duly commissioned and sworn, personally appeared  
G. L. HENDERSON, known to me to be the  
President, and D. B. ATWOOD, known to me to  
be the Assistant Secretary, of CENTRAL CANAL COMPANY,  
the corporation that executed the within instrument, and  
known to me to be the persons who executed the within  
instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in said County  
and State the day and year in this certificate first above  
written.



(Notarial Seal)

*R. G. Simpson*

Notary Public  
in and for the County of Kern,  
State of California.  
My Commission Expires December 8, 1952

State of California

County of Kern--SS.

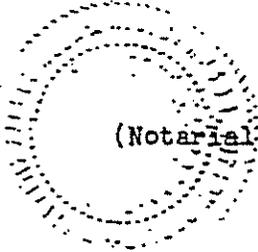
On this 9th day of July, A.D. 1952, before me, R. G. SIMPSON, a Notary Public in and for the County of Kern, State of California, residing therein, duly commissioned and sworn, personally appeared H. E. WOODWORTH, known to me to be the President, and A. L. TROWBRIDGE, known to me to be the Secretary, of NORTH KERN WATER STORAGE DISTRICT, the water storage district that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the water storage district therein named, and acknowledged to me that such water storage district executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year in this certificate first above written.



Notary Public  
in and for the County of Kern,  
State of California.

My Commission Expires December 8, 1952



(Notarial Seal)

State of California

County of Kern--SS.

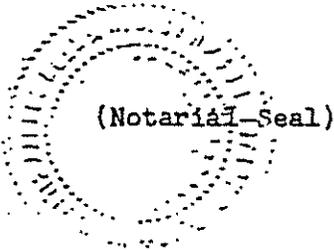
On this 9th day of July, A.D. 1952,  
before me, R. G. SIMPSON, a Notary Public in and  
for the County of Kern, State of California, residing  
therein, duly commissioned and sworn, personally appeared  
G. L. HENDERSON, known to me to be the  
President, and D. E. ATWOOD, known  
to me to be the Assistant Secretary, of KERN RIVER CANAL  
AND IRRIGATING COMPANY, the corporation that executed the  
within instrument, and known to me to be the persons who  
executed the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corporation  
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in said County  
and State the day and year in this certificate first above  
written.



Notary Public  
in and for the County of Kern,  
State of California.

My Commission Expires December 8, 1952



.A  
CERTIFIED COPY OF RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
KERN COUNTY LAND COMPANY

I, NORMAN S. ANGELL, the Secretary of KERN COUNTY LAND COMPANY, a California corporation, hereby certify that at a regular meeting of the Board of Directors of said corporation held July 10, 1952, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit:

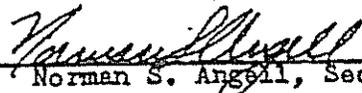
RESOLVED, that the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they hereby are authorized to execute and deliver, in the name of and on behalf of this corporation, that certain contract, by and between KERN COUNTY LAND COMPANY, KERN COUNTY CANAL AND WATER COMPANY, JAMES CANAL, INC., ANDERSON CANAL, INC., PLUNKET CANAL, INC., JOYCE CANAL, INC., PIONEER CANAL, INC., LERDO CANAL COMPANY, JAMES & DIXON CANAL, INC., CENTRAL CANAL COMPANY, each of which is a California corporation, First Parties, and NORTH KERN WATER STORAGE DISTRICT, a water storage district duly organized and existing under and by virtue of the California Water Storage District Law, Second Party, entitled "Agreement for Use of Water Rights", dated as of January 1, 1952.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Vice-President, Secretary and Assistant Secretary of this corporation have been and now are held by the following persons, respectively:

President	-	John T. Pigott
Vice-President	-	Herbert L. Reid
Vice-President	-	Thomas J. Davis, Jr.
Vice-President	-	Carl A. Melcher
Secretary	-	Norman S. Angell
Assistant Secretary	-	Herbert W. Free
Assistant Secretary	-	Carter H. Breusing

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said corporation this 11th day of July 1952.

  
Norman S. Angell, Secretary

CERTIFIED COPY OF RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
KERN COUNTY CANAL AND WATER COMPANY

I, NORMAN S. ANGELL, the Secretary of KERN COUNTY CANAL AND WATER COMPANY, a California corporation, hereby certify that at a special meeting of the Board of Directors of said corporation held July 14, 1952, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit:

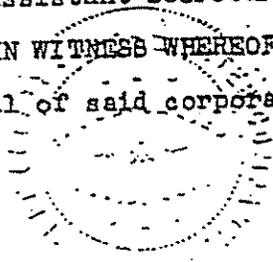
RESOLVED, that the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they hereby are authorized to execute and deliver, in the name of and on behalf of this corporation, that certain contract, by and between KERN COUNTY LAND COMPANY, KERN COUNTY CANAL AND WATER COMPANY, JAMES CANAL, INC., ANDERSON CANAL, INC., PLUNKET CANAL, INC., JOYCE CANAL, INC., PIONEER CANAL, INC., LERDO CANAL COMPANY, JAMES & DIXON CANAL, INC., CENTRAL CANAL COMPANY, each of which is a California corporation, First Parties, and NORTH KERN WATER STORAGE DISTRICT, a water storage district duly organized and existing under and by virtue of the California Water Storage District Law, Second Party, entitled "Agreement for Use of Water Rights", dated as of January 1, 1952.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Vice-President, Secretary and Assistant Secretary of this corporation have been and now are held by the following persons, respectively:

President	-	John T. Pigott
Vice-President	-	Herbert L. Reid
Vice-President	-	Thomas J. Davis, Jr.
Vice-President	-	Carl A. Melcher
Secretary	-	Norman S. Angell
Assistant Secretary	-	Herbert W. Free
Assistant Secretary	-	Carter H. Breusing

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said corporation this 14th day of July 1952.



  
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Norman S. Angell, Secretary

1.

CERTIFIED COPY OF RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
JAMES CANAL, INC.

I, D. S. ATWOOD, the Assistant Secretary of JAMES CANAL, INC., a California corporation, hereby certify that at a regular meeting of the Board of Directors of said corporation held July 7, 1952, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit:

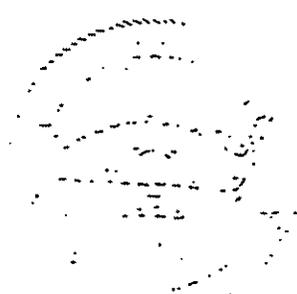
RESOLVED, that the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they hereby are authorized to execute and deliver, in the name and on behalf of this corporation, a certain "Agreement for Use of Water Rights", dated as of January 1, 1952, in such form as the officers of the corporation executing the agreement shall approve.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Vice-President, Secretary and Assistant Secretary of this corporation have been and now are held by the following persons, respectively:

President	-	G. L. Henderson
Vice-President	-	J. W. Voorheis
Secretary	-	Carter H. Breusing
Assistant Secretary	-	D. S. Atwood

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said corporation this 9th day of July, 1952.

  
D. S. Atwood  
D. S. Atwood, Assistant Secretary

CERTIFIED COPY OF RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
ANDERSON CANAL, INC.

I, D. S. ATWOOD, the Assistant Secretary of ANDERSON CANAL, INC., a California corporation, hereby certify that at a regular meeting of the Board of Directors of said corporation held July 7, 1952, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit:

RESOLVED, that the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they hereby are authorized to execute and deliver, in the name and on behalf of this corporation, a certain "Agreement for Use of Water Rights", dated as of January 1, 1952, in such form as the officers of the corporation executing the agreement shall approve.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Vice-President, Secretary and Assistant Secretary of this corporation have been and now are held by the following persons, respectively:

President	-	G. L. Henderson
Vice-President	-	J. W. Voorheis
Secretary	-	Carter H. Breusing
Assistant Secretary	-	D. S. Atwood

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said corporation this 9th day of July, 1952.

  
D. S. Atwood  
D. S. Atwood, Assistant Secretary

CERTIFIED COPY OF RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
PIUMET CANAL, INC.

I, D. S. ATWOOD, the Assistant Secretary of PIUMET CANAL, INC., a California corporation, hereby certify that at a regular meeting of the Board of Directors of said corporation held July 7, 1952, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit:

RESOLVED, that the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they hereby are authorized to execute and deliver, in the name and on behalf of this corporation, a certain "Agreement for Use of Water Rights", dated as of January 1, 1952, in such form as the officers of the corporation executing the agreement shall approve.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Vice-President, Secretary and Assistant Secretary of this corporation have been and now are held by the following persons, respectively:

President	- G. L. Henderson
Vice-President	- J. W. Voorheis
Secretary	- Carter H. Breusing
Assistant Secretary	- D. S. Atwood

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said corporation this 9th day of July, 1952.

  
D. S. Atwood  
D. S. Atwood, Assistant Secretary

CERTIFIED COPY OF RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
JOYCE CANAL, INC.

I, D. S. ATWOOD, the Assistant Secretary of  
JOYCE CANAL, INC., a California corporation,  
hereby certify that at a regular meeting of the Board of  
Directors of said corporation held July 7, 1952, at which  
meeting a quorum of the Board of Directors of said cor-  
poration was at all times present and acting, the following  
resolution was duly and regularly adopted by the unanimous  
vote of all directors present, to wit:

RESOLVED, that the President or Vice-President  
and the Secretary or Assistant Secretary of this  
corporation be and they hereby are authorized to  
execute and deliver, in the name and on behalf of  
this corporation, a certain "Agreement for Use of  
Water Rights", dated as of January 1, 1952, in such  
form as the officers of the corporation executing the  
agreement shall approve.

I further certify that said resolution has not  
been amended, rescinded or superseded and that it is still  
in full force and effect.

I further certify that at all times since the date  
of said meeting the offices of President, Vice-President,  
Secretary and Assistant Secretary of this corporation have  
been and now are held by the following persons, respectively:

President	-	G. L. Henderson
Vice-President	-	J. W. Voorheis
Secretary	-	Carter H. Breusing
Assistant Secretary	-	D. S. Atwood

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the seal of said corporation this 9th day  
of July, 1952.

  
D. S. Atwood  
D. S. Atwood, Assistant Secretary

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CERTIFIED COPY OF RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
PIONEER CANAL, INC.

I, D. S. ATWOOD, the Assistant Secretary of PIONEER CANAL, INC., a California corporation, hereby certify that at a regular meeting of the Board of Directors of said corporation held July 7, 1952, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit:

RESOLVED, that the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they hereby are authorized to execute and deliver, in the name and on behalf of this corporation, a certain "Agreement for Use of Water Rights", dated as of January 1, 1952, in such form as the officers of the corporation executing the agreement shall approve.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Vice-President, Secretary and Assistant Secretary of this corporation have been and now are held by the following persons, respectively:

President	- G. L. Henderson
Vice-President	- J. W. Voorheis
Secretary	- Carter H. Breusing
Assistant Secretary	- D. S. Atwood

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said corporation this 9th day of July, 1952.

D. S. Atwood  
D. S. Atwood, Assistant Secretary

CERTIFIED COPY OF RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
LEEDO CANAL COMPANY

I, D. S. ATWOOD, the Assistant Secretary of LEEDO CANAL COMPANY, a California corporation, hereby certify that at a regular meeting of the Board of Directors of said corporation held July 7, 1952, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit:

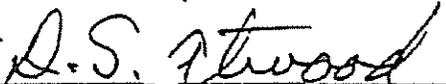
RESOLVED, that the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they hereby are authorized to execute and deliver, in the name and on behalf of this corporation, a certain "Agreement for Use of Water Rights", dated as of January 1, 1952, in such form as the officers of the corporation executing the agreement shall approve.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Vice-President, Secretary and Assistant Secretary of this corporation have been and now are held by the following persons, respectively:

President	-	G. L. Henderson
Vice-President	-	J. W. Voorheis
Secretary	-	Carter H. Breusing
Assistant Secretary	-	D. S. Atwood

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said corporation this 9th day of July, 1952.

  
D. S. Atwood, Assistant Secretary

1

CERTIFIED COPY OF RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
JAMES AND DIXON CANAL, INC.

I, D. S. ATWOOD, the Assistant Secretary of JAMES AND DIXON CANAL, INC., a California corporation, hereby certify that at a regular meeting of the Board of Directors of said corporation held July 7, 1952, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit:

RESOLVED, that the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they hereby are authorized to execute and deliver, in the name and on behalf of this corporation, a certain "Agreement for Use of Water Rights", dated as of January 1, 1952, in such form as the officers of the corporation executing the agreement shall approve.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Vice-President, Secretary and Assistant Secretary of this corporation have been and now are held by the following persons, respectively:

President	-	G. L. Henderson
Vice-President	-	J. W. Voorheis
Secretary	-	Carter H. Breusing
Assistant Secretary	-	D. S. Atwood

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said corporation this 9th day of July, 1952.

  
*D. S. Atwood*  
\_\_\_\_\_  
D. S. Atwood, Assistant Secretary

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CERTIFIED COPY OF RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
GENERAL CANAL COMPANY

I, D. S. ATWOOD, the Assistant Secretary of GENERAL CANAL COMPANY, a California corporation, hereby certify that at a regular meeting of the Board of Directors of said corporation held July 7, 1952, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit:

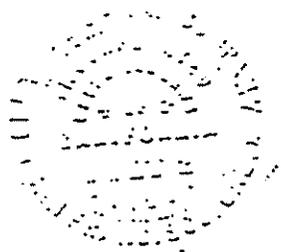
RESOLVED, that the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they hereby are authorized to execute and deliver, in the name and on behalf of this corporation, a certain "Agreement for Use of Water Rights", dated as of January 1, 1952, in such form as the officers of the corporation executing the agreement shall approve.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Vice-President, Secretary and Assistant Secretary of this corporation have been and now are held by the following persons, respectively:

President	-	G. L. Henderson
Vice-President	-	J. W. Voorheis
Secretary	-	Carter H. Breusing
Assistant Secretary	-	D. S. Atwood

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said corporation this 9th day of July, 1952.

  
*D. S. Atwood*  
D. S. Atwood, Assistant Secretary

CERTIFIED COPY OF RESOLUTION OF THE  
BOARD OF DIRECTORS OF KERN RIVER  
CANAL AND IRRIGATING COMPANY

I, D. S. ATWOOD, the Assistant Secretary of KERN RIVER CANAL AND IRRIGATING COMPANY, a California corporation, hereby certify that at a regular meeting of the Board of Directors of said corporation held July 7, 1952, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit:

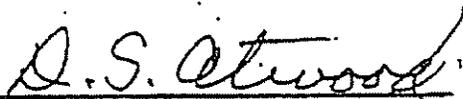
RESOLVED, that the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they hereby are authorized to execute a certain consent of Kern River Canal and Irrigating Company, referring to and endorsed upon a certain "Agreement for Use of Water Rights", dated as of January 1, 1952, in such form as the officers of the corporation executing the consent shall approve.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Vice-President, Secretary and Assistant Secretary of this corporation have been and now are held by the following persons, respectively:

President	-	G. L. Henderson
Vice-President	-	J. W. Voorheis
Secretary	-	Carter H. Breusing
Assistant Secretary	-	D. S. Atwood

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said corporation this 9th day of July, 1952.

  
D. S. Atwood, Assistant Secretary



CLERICAL COPY OF RESOLUTION OF BOARD OF DIRECTORS OF NORTH KERN WATER STORAGE DISTRICT

I, A. L. Trowbridge, Secretary of North Kern Water Storage District, a water storage district duly constituted under California Law, hereby certify that at an adjourned regular meeting of the Board of Directors of said District held July 9, 1952, at which meeting a quorum of the Board of Directors of said District was at all times present and acting, the following resolution was duly and regularly adopted by the unanimous vote of all directors present, to wit, three directors:

WHEREAS, the following forms of agreements have been submitted to the Board of Directors of the North Kern Water Storage District for approval and for execution, to wit: (1) Agreement for Use of Water Rights, (2) Agreement of Sale of Canals and Other Assets and (3) Agreement of Sale of Flowage Easement;

WHEREAS, the members of the Board of Directors have given due consideration to the forms of the agreements so submitted; and counsel for the North Kern Water Storage District has, in writing by letter dated June 30, 1952, addressed to the Board of Directors, given an opinion "that the agreements are in form for ratification and for execution by the District"; and

WHEREAS, it is for the best interests of the North Kern Water Storage District that said agreements be approved and executed on behalf of the District;

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the North Kern Water Storage District hereby approve each of said agreements and authorize and direct the President and the Secretary of the Board to sign, seal and deliver said agreements as the binding agreements of said District, subject to approval of the State Engineer as provided by the Water Code.

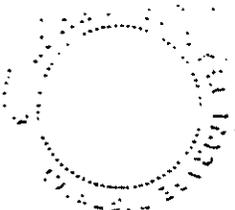
BE IT FURTHER RESOLVED that fully executed copies of each said agreement be delivered to the State Engineer of California for his approval.

I further certify that said resolution has not been amended, rescinded or superseded and that it is still in full force and effect.

I further certify that at all times since the date of said meeting the offices of President, Secretary and Treasurer of this District have been and now are held by the following persons, respectively:

President, H. E. Woodworth;  
Secretary and Treasurer, A. L. Trowbridge.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said District this 9th day of July, 1952.



(District Seal)

  
A. L. Trowbridge, Secretary.