

before me, A. T. Lightner, a Notary Public,
in and for the County of Kern, personally
appeared Thos. S. Briggs personally known to
me to be the same person described in, whose
name is subscribed to within instrument, and
he acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand,
and affixed my official seal the day
and year in this certificate first
above written.



A. T. Lightner
Notary Public.

A full true and correct copy of the original
recorded at Request of A. T. Lightner October 11th
1888, at 55 Min. part 2, 17th.

W. R. Buckard, Recorder
By A. H. Deates, Deputy

Contract and Agreement between Henry
Muller and others of the first part

and
James A. Haggin and others of the second part
Whereas the following named persons and
corporations, viz:

- Henry Muller, Individual Cos., G. W. Schuch
- George A. Germaine, Horatio Stebbins, Henry
- Muller, the surviving partners of the late
firm of Miller & Co., Henry Muller,
Jesse Sheldon Patten and Miranda Wilcox
Lus, executors and administrators of the late
Will and Testament of Charles Lus, de-
ceased; Miranda Wilcox Lus, Philip Lus,
Barbara Lus, Dorothea Reising, farmer, et
other Lus, wife of Henry Reising, George
Lus, Nancy Lus, Charles C. Lus, Lizzie M.
Lus, Lena B. Lus, Jesse Sheldon Patten, et
others under the Will and Estate of Charles
Lus, deceased.

The Kern Valley Water Company;
 The Kern River Sand and Canal Company;
 The Kern River Water and Irrigating Company;
 The Live Canal Company;
 The Anderson Canal Company;
 The Gato Canal Company;
 The Buena Vista Canal Company;
 The James Canal Company;
 The Humbert Canal Company;
 The Maacham Irrigating Canal Company (unincorporated)
 The Goose Lake Canal Company;
 The Pioneer Canal Company;
 The James & Ligo Canal Company;
 The Lower Canal Company;
 The Kern Island Irrigating Canal Company;
 The Farmers Canal Company;

James D. Maggii, Floyd Jones, William D. Lewis
 The Johnson Ditch or Canal (unincorporated)
 The Railroad Canal (unincorporated)
 The Walsh Canal (unincorporated)
 The Jones & Suckey Ditch (unincorporated)
 The May Ditch (unincorporated)
 The Craig & Rhymus Ditch (unincorporated)
 The Edwards, King & Marcher Ditch (unincorporated)
 The Smith & Wilson Ditch (unincorporated)
 The McLeod Canal (unincorporated)
 The South Fork Ditch or Canal (unincorporated)
 The Spauld & Mc Coffery Ditch (unincorporated)
 The Coakley Ditch (unincorporated)

The Kern Valley Port.
 The Steamboat Land Association
 Phil. Jewett, A. H. Colton, E. M. Robertson, George
 G. Gray, H. S. Raymond, J. M. Hill,
 L. S. Rogers, A. J. Fife, R. A. Ferguson, H. C.
 Laid, W. H. Loper, H. H. Fish, H. S. Nelson,
 C. L. Lewis, J. G. Nelson, G. H. Pierce, John
 A. Brough, E. W. Weston, J. W. Brough,
 A. J. S. Swan, J. M. Jones, J. M. Jones,
 Estate of James S. ...

Lepra Chaffee, Warren Olney, E. J. Wareham,
N. E. Koughton, George C. Smart, J. P. Laird,
Edward Gray, Station, F. J. Laird, G. C. Etakton,
John M. Keith, Geo. Daggett, S. A. Pinder,
J. A. King, P. L. Jewett, Charles Kerr, R. McDonald,
John E. Bailey, J. C. Roberts, J. G. McLean,
W. W. Frazer, Frank Howell, Peter Mc Caffrey,
H. A. Blodgett, M. W. Morris, Isaac Jameson,
Rosetta Bull, P. D. Hurlbut, Samuel D. Kingsley,
E. L. Soughran, S. W. Nible, J. J. Tarnel, C. W. Duvall,
A. P. Belward, J. E. Owens, J. D. Thomson,
Administratrix of the Estate of Otto Thomson
Deceased,

—such of the companies above named being a
corporation, created and existing under and
jurisdiction to the laws of the State of California
own, or claim to own, certain lands or in-
terests in lands situated in Kern County,
State of California, and all of which lands
so owned or claimed, or in which an interest
is owned or claimed, are either bordering
on or along the watercourses known as Kern
River and at its lower end known as Buena
Vista Slough, or bordering on Kern and
Buena Vista Lakes, or on one of said
Lakes, or on the Slough connecting said
Lakes, all in said County, or are irrigated
from said River, Lakes and Sloughs, the owners
thereof, or have, or claim to have, certain
rights and properties in and in the waters
of said River, Lakes and Sloughs, or some
thereof, or have, or claim to have, the right
to divert, take out, use and consume said
waters, or some thereof, or have, or claim
to have, the right to furnish and supply
to said and other lands, or to the owners,
claimants, holders or possessors thereof, for
use thereon for irrigation and other pur-
poses, water from said River, Lakes and

Sloughs, or some thereof;
And whereas, all of the aforesaid owners of
and claimants in said lands claim to
have in connection with or as appur-
tenant to, or as a part and parcel of
said lands, certain riparian or other rights
to the waters of said River, Sloughs or Lakes,
or some thereof;

And whereas, Henry Miller, Frederick Cox,
C. M. Charles, George A. Cornwall, Horatio Steb-
bins, Henry Miller, surviving partner of the
late firm of Miller & Lux; Henry Miller,
Jesse Sheldon Potter, and Miranda Wilmarth
Lux, Executors and Administrators of the Last
Will and Testament of Charles Lux, deceased;
Miranda Wilmarth Lux, Philip Lux, Barbara
Lux, Dorothea Koenig, formerly Dorothea Lux,
wife of Henry Koenig, George Lux, Henry Lux,
Charles H. Lux, Stephen M. Lux, Lena C. Lux,
and Jesse Sheldon Potter, devisees under the
will and heirs of Charles Lux, deceased, and
each of them, and James B. Huggin, and
others of the above named parties, own
land bordering upon Kern River, Buena Vista
Slough, Kern Lake, or Buena Vista Lake, or
the Slough connecting said Lakes, or on
one or more of them, and as to such
lands are entitled to riparian property
rights in or upon said Kern River, Buena
Vista Slough, Kern Lake, and Buena Vista
Lake, or on the Slough connecting said
Lakes, and the waters thereof, or in or
upon some one or more of them, or on
or to the waters thereof;

And whereas, the above named persons
and corporations, or some thereof, have
acquired and now hold valid and useful
rights by appropriation in and to
portions of the waters of said

and Sloughs, at points thereon below
the point on said River hereinafter
fixed and designated as the First Point
of Measurement, and have also made and
acquired and now hold by appropriation
other valid and vested rights against all
the world, except as against said above
mentioned riparian proprietors, in and to
all the waters of said River, Lakes and
Sloughs at every point thereon below said
First Point of Measurement;

The said Henry Miller, Frederick Lutz,
C. W. Clark, George A. Capinwell, Horatio
Stebbins, Henry Miller, the surviving part-
ners of the late firm of Miller & Lutz,
Henry Miller, Jesse Sheldon Potter and
Miranda Wilmarth Lutz, Executors and
Executrix of the Last Will and Testament
of Charles Lutz, deceased; Miranda Wilmarth
Lutz, Philip Lutz, Barbara Lutz, Dorothea Reehrig,
formerly Dorothea Lutz, wife of Henry Reehrig,
George Lutz, Henry Lutz, Charles H. Lutz, Lizzie
McLutz, Lena B. Lutz, Jesse Sheldon Potter,
devisors under the will and heirs of
Charles Lutz, deceased; and the Kern
Valley Water Company, will be hereinafter
designated as the parties of the
first part hereto, and all other parties
to this agreement will be hereinafter
designated as the parties of the second
part;

And whereas of the parties of the first
part, Henry Miller, and of the parties
of the second part, James D. Huggin, own
hold and control the largest interests in
the lands and waters mentioned in this
agreement; and are more affected by its
terms and provisions than the others of
said respective parties;

And whereas, the parties of the first part, or some of them, have instituted or now control and are directly or indirectly interested in the result of sundry suits, actions and other proceedings at law or in equity against James B. Haagin, Lloyd Lewis, William B. Carr, and others, corporations and individuals taking out and using the waters of said river at points on said river above the lands of the parties of the first part, and also above the point where the Canal of the Kern Valley Water Company takes its water from Buena Vista Slough:

Now for the purpose of settling and finally terminating such litigation, suits, actions and proceedings at law and in equity, relative to the waters of Kern River, Buena Vista Slough, Kern and Buena Vista Lakes, and the Slough connecting said Lakes, or any thing, or the obstructions, diversions, consumption and use thereof, and of amicably adjusting, compromising and settling all conflicting interests directly or indirectly involved in or affected by such suits, actions and other proceedings, and also all the rights of the parties of the first part, their heirs, executors, administrators and assigns, and of the parties of the second part, their heirs, executors, administrators and assigns, in and to the waters of Kern River, Buena Vista Slough, and Kern and Buena Vista Lakes, and to the use thereof, between said parties of the first part, their heirs, executors, administrators and assigns, and said parties of the second part, their heirs, executors, administrators and assigns,

also that all of the said lands owned or claimed by the parties hereto, and all lands supplied or contemplated to be supplied with water by the said respective Canal Companies Corporations, situated in the townships herein after described, may be supplied with water for irrigation and other purposes, and thereby be benefited and made more valuable by reason of receiving such water for such purposes.

It is hereby mutually agreed by and between the parties hereto

First.

The waters flowing in Kern River shall be measured and ascertained from time to time during the months of March, April, May, June, July and August of each year, and as often as may be necessary, or as Henry Miller or James B. Haggin may request, or as a majority in interest of the parties of the first part or a majority in interest of the parties of the second part may demand, but not more than once each day, by the Superintendent hereinafter mentioned or by some other competent and disinterested person appointed therefor by Henry Miller and James B. Haggin, or by the parties of the first part and the parties of the second part, at some convenient point above the head of the Canal of the Kern River Water and Irrigating Company, known as the Boardley Ditch or Canal, which point shall be known as the First Point of Measurement. Such point of measurement to be at the point in Section 12, Township County nine (9) south, Range Township eight (8) east, Mount Diablo Meridian.

and meridian, at which Walter James and B. H. Noble have recently made a cross-section of Kern River and established gauges for ascertaining the amount of water flowing in said river, until some other point is agreed upon by said Henry Miller and James B. Haggin, or by a majority in interest of the parties of the first part and a majority in interest of the parties of the second part.

Second.

During said months of March, April, May, June, July and August of each and every year, the water flowing in Kern River shall also be measured at the wires across the Kern River at the head of what is known as the Joyce Canal, on Section twenty-three (23) in Township thirty (30) south, Range twenty-four (24) east, Mount Diablo base and meridian. Such measurement to be made on the same day and as soon as practicable after the measurement is made at the First Point of Measurement, and by said Superintendent or by some other competent and disinterested person, appointed therefor by said Henry Miller and James B. Haggin, or by a majority in interest of the parties of the first part and a majority in interest of the parties of the second part. The point of measurement at the head of the Joyce Canal shall be known as the Second Point of Measurement.

If by reason of the washing out of or damage to the levees or wires at the Second Point of Measurement, the water flowing in Kern River cannot be measured at said Second Point of Measurement at any time during said months of March, April, May, June, July and August, then

event the measurements shall be made at some point below said Second Point of Measurement, to be selected by said Henry Miller and James D. Haggin, or by the Superintendent provided for in this contract or by a majority in interest of the parties of the first part and a majority in interest of the parties of the second part, until such levees or weirs can be repaired and replaced so that the measurement can be made at such designated Second Point of Measurement.

Third

During the months of March, April, May, June, July and August of each and every year, from and after March 1st, 1888, the waters flowing in Kern River shall be divided and apportioned between the parties of the first part, their heirs, executors, administrators and assigns, and the parties of the second part, their heirs, executors, administrators and assigns, as follows, that is to say:

When the amount of said waters flowing at said First Point of Measurement does not exceed three hundred (300) cubic feet flowing per second, the Kern Island Abrogating Canal Company, one of the parties of the second part, its successors and assigns shall be entitled to all thereof.

When the amount of said waters flowing at said First Point of Measurement during said months of March, April, May, June, July and August exceeds three hundred (300) cubic feet flowing per second, then of the amount thereof over, and in excess of said first three hundred (300) cubic feet per second, the parties of the first part, their heirs, executors, administrators

and assigns, shall be entitled to one third ($\frac{1}{3}$), and the parties of the second part, their heirs, executors, administrators and assigns, shall be entitled to two-thirds ($\frac{2}{3}$); and the parties of the first part, their heirs, executors, administrators and assigns, shall be entitled to receive their full one-third at the Second Point of Measurement, without diminution by reason of percolation or seepage or any interference whatsoever of or by the parties of the second part, their heirs, executors, administrators or assigns, to be used and disposed of by them in any manner, at any place and for any purpose they may think proper, or arrange or agree upon among themselves. The water allotted to the parties of the second part other than the three hundred (300) cubic feet flowing per second, above specifically allotted to the Kern Island Irrigating Canal Company, in addition to its other rights as one of the parties of the second part, to be taken out, used and disposed of by them in any manner, at any place and for any purpose they may think proper, or arrange or agree upon among themselves. Said three hundred (300) cubic feet of water flowing per second, so specifically allotted to said Kern Island Irrigating Canal Company, to be by it taken out, used and disposed of in any manner, at any place and for any purpose it may think proper. During the months of January, February, September, October, November, and December of each and every year, the Kern Island Irrigating Canal Company, its successors and assigns, as to the first three hundred (300) cubic feet flowing per second, and

the parties of the second part, their heirs, executors, administrators and assigns, as to all over and above said first three hundred (300) cubic feet flowing per second, shall be entitled to all the water flowing in said Kern River at any point above said Second Point of Measurement, and may intercept, divert, take out, use and consume the same in such manner, and at such points and places, and for such purposes, as they may desire. Any and all water to which the parties of the second part are entitled hereunder, which shall not have been diverted by the parties of the second part, their heirs, executors, administrators or assigns, or some of them, before reaching said Second Point of Measurement, shall, upon and after passing said Second Point of Measurement, belong to the parties of the first part, their heirs, executors, administrators and assigns, to be used and enjoyed by them as the other water which they shall receive as hereinabove provided.

And the parties hereto of the second part, and each of them, hereby acknowledge the right of the parties of the first part as riparian proprietors in Kern River, Buena Vista Slough, Kern and Buena Vista Lakes, and on the Slough connecting said Lakes, to the proportion of water flowing in Kern River, hereinbefore agreed upon, and that as such riparian proprietors they shall, at all times, be entitled to receive at the Second Point of Measurement, during the months of March, April, May, June

July and August, of each year, the amount of water they are so entitled to. _____

And the parties hereto of the first and second parts hereby agree that in the event of any party or parties, corporation or corporations, not parties to this contract, shall at any time divert any water from Kern River at any point between the said First and Second Points of Measurement, then and in that event the loss occasioned to the parties hereto by such diversion shall be borne, one third by the parties of the first part and two thirds by the parties of the second part. _____

Fourth.

The Parties Hereto Hereby Further Agree that they will construct or cause to be constructed, about Buena Vista Lake, a levee so that such Lake shall become a reservoir for storing water to be used for irrigating the lands of the parties of the first part hereto. Said levee to be constructed on or as nearly on the following line as practicable; Beginning at a point on the range line between Ranges twenty-five (25) and twenty-six (26) east, on or about Section thirteen (13), in Township thirty-two (32) south, Range twenty-five (25) east; thence running north along said range line to the northeast corner of Section thirty-six (36), Township thirty-one (31) south, Range twenty-five (25) east; thence running west along the north line of said Section thirty-six (36) to the northwest corner thereof; thence running northwesterly along the abate water line of said Buena Vista Lake to the east side of Buena Vista Lake.

at or near the north line of Section
seventeen (17), Township thirty-one (31)
south, Range twenty-five (25) east. Also,
a levee from a point on the west side
of Buena Vista Slough on or near the north
line of said Section seventeen (17), and
running westerly by the shortest & most
practicable line to the high land or bluff
northwesterly of Buena Vista Lake. Such
levees to be constructed to an uniform
height of four (4) feet above the level
of the Segregation line dividing the Swamp
and Overflowed Land from the high land,
to be twelve (12) feet wide on the top &
with an inner slope of four (4) to one
(1) and outer slope of three (3) to one (1),
together with necessary gates and other
works necessary to regulate and control
water running into and taken out of
such reservoirs. All such levees and other
works to be constructed in accordance with
plans prepared by Walter James and J. P.
McGray, in October, 1885.

All such levees and other works to be
constructed under the supervision of a Civil
Engineer to be selected and changed at
pleasure, by James D. Haggins & Henry Miller.
Said Haggins and Miller may also change
the plans and locations of such levees
and other works in such manner and
to such extent as they may mutually
deem advisable. They may also provide
for the construction thereof in any way
or manner they may deem most ex-
pedient.

The expense of constructing, repairing and
maintaining all such levees and other
works to be paid, one half by the parties
of the first part, their heirs, executors,

administrators and assigns, and one-half by the parties of the second part, their heirs, executors, administrators and assigns.

It is further agreed, in consideration of the sum of eight thousand five hundred dollars (\$8,500) by the parties of the second part to the parties of the first part in hand paid, the receipt whereof is hereby acknowledged, that the parties of the first part will protect and save harmless the said parties of the second part, their heirs, executors, administrators and assigns, and each of them, from any and all suits, claims and demands for damages resulting from the flooding or damaging any lands not belonging to any of the parties to this agreement by reason of such reservoir, levees and other works.

It is further agreed, that any and all lands which may be purchased to avoid paying damages for flooding the same by such reservoir, levees and other works shall be paid for by the parties of the first part, their heirs, executors, administrators and assigns, and that all suits and proceedings which may be instituted to hinder or prevent the construction or maintenance of such reservoir, levees and other works, brought by the owners, holders or claimants of or of any interest in any lands to the westward or to the southward of such levees, or either of them, shall be defended by and at the cost and expense of the parties of the first part, their heirs, executors, administrators and assigns, and without cost or charge to the parties of the second part, their heirs, executors, administrators or assigns, any other suits or proceedings.

brought by other parties to restrain or prevent the construction, or maintenance of such levees and other works, shall be defended by the parties hereto, and the expenses thereof, including attorneys' fees, shall be paid, one-half by the parties of the first part, their heirs, executors, administrators and assigns, and one-half by the parties of the second part, their heirs, executors, administrators and assigns.

But it is expressly understood & agreed, that no party to this contract will claim any damage resulting from the breaking of such reservoir, levee or other work.

It is also agreed, that if in the future, after said reservoir, levee and other works shall have been constructed, they shall break, and cause injury to the lands of others not parties to this contract, nor the heirs, executors, administrators or assigns, of any of said parties, such damage as may be recovered therefor, shall be paid, one-half by the parties of the first part, their heirs, executors, administrators and assigns, and one-half by the parties of the second part, their heirs, executors, administrators and assigns, and all expenses of defending suits (including attorneys' fees) which may be brought to recover damages for such injuries, shall be paid by the same persons and in the same proportions.

Said reservoir being for the purpose of storing water for the benefit of the parties of the first part, the said parties of the first part for themselves, their heirs, executors, administrators and

assigns, covenant and agree that said reservoir shall not at any time be filled or stored with water to any point therein higher than one foot from top of said levees.

Fifth.

The Parties Hereto Further Agree to construct and maintain and repair such levees, weirs or other works as may be necessary to enable a correct measurement of water to be made at the two points of measurement above mentioned. The expenses thereof to be paid, one-half by the parties of the first part, their heirs, executors, administrators and assigns, and one-half by the parties of the second part, their heirs, executors, administrators and assigns.

All such levees, weirs and other works to be constructed under the supervision of some Civil Engineer to be selected by Henry Miller and James B. Haggins, such Engineer, however, may be changed from time to time by said Miller and Haggins as they deem advisable. Said Miller and Haggins may also change the place or location of such works in such manner and to such extent as they mutually deem advisable. They may also provide for the construction thereof in any way or manner they deem expedient.

Sixth.

The Parties hereto further Agree to construct such levees as may be necessary to control the flow of water to the natural channel of Kern River, below the second point of measurement, and Grand Vista Slough and Grand Vista

Lake, together with such gates, weirs and other works as may be necessary to regulate and control the flow of such water into and out of Buena Vista Lake.

All such levees and other works to be constructed under the supervision and according to the plans of a Civil Engineer to be selected, and whose plans shall be approved by Messrs. James B. Haggin and Henry Miller, such Engineer, however, may be changed from time to time by Messrs. Haggin and Miller, as they deem advisable. The said Henry Miller and James B. Haggin may also change the plans of such canals, levees and other works in such manner and to such extent as they mutually deem advisable.

They may also provide for the construction thereof in any way or manner they deem most expedient. They may also, if they so deem advisable, straighten out or deflect the course of said River, below said Second Point of Measurement, or change the same as they see proper.

The expenses of constructing and maintaining such levees and other works to be paid as follows: One half by the parties of the first part, their heirs, executors, administrators and assigns, and one half by the parties of the second part, their heirs, executors, administrators and assigns.

Seventh.

The Parties Hereto further Agree to dig and construct a canal from Buena Vista Lake to the head of the Canal of the Kern Valley Water Company, in Section fourteen

51
(111). Township thirty (30) south, Range twenty-four (24) east, such canal to be fifty (50) feet wide on the bottom, sides slopes of three (3) to one (1) with the bottom grade of the canal where it leaves Buena Vista Lake to be five (5) feet below the level of the segregation line of Swamp and Overflowed Land, and to be constructed with necessary head-gates and waste-gates, and in accordance with a survey made and plans and specifications prepared by Walter James and P. P. H. Gray, in October, 1885.

All of such canals, gates and other works to be constructed under the supervision of a Civil Engineer to be selected by Messrs. James B. Haggin and Henry Miller; such Engineer, however, may be changed from time to time by Messrs. Haggin and Miller, as they deem advisable. The said Henry Miller and James B. Haggin may also change the plans of such canals, levees and other works in such manner and to such extent as they mutually deem advisable. They may also provide for the construction thereof in any way or manner they deem most expedient.

The expenses of constructing such canals and other works to be paid as follows: One-half by the parties of the first part, their heirs, executors administrators and assigns; and one-half by the parties of the second part, their heirs, executors, administrators & assigns.

The expenses of maintaining all such levees, canals and other works to be paid by the parties of the first part, their heirs, executors, administrators & assigns.

— Eighth —

It is understood and agreed, that no party to this agreement shall make any claim for payment for any right of way through his or their lands for any of the canals, levees or other works hereinabove agreed to be constructed by the parties hereto. Also, that the parties who are to maintain the same shall have the right of access thereto to inspect and keep the same in repair.

— Ninth —

A competent Superintendent shall be employed to take charge of measuring the water at the First and at the Second Points of Measurement, and whose duties it shall also be to see that all the levees, canals and other works, except the canal from Buena Vista Lake to the head of the canal of the Kern Valley Water Company, are kept in good condition and repair, and whose duty it shall also be to see that the parties of the first part, their heirs, executors, administrators, and assigns, receive at the Second Point of Measurement the amount of water they are entitled to under the provisions of this contract, during the months of March, April, May, June, July and August. Such Superintendent, and all other agents and attorneys (one of such attorneys to be selected by Henry Miller and one by James B. Huggin), employed under the provisions of this contract may be selected, changed and removed, and their salaries, compensations, and expenses fixed by Messrs. Henry Miller and James B. Huggin, as by a majority

in interest of the parties of the first part, and a majority in interest of the parties of the second part, and such salaries, compensations and expenses shall be paid, one-half by the parties of the first part, their heirs, executors, administrators and assigns, and one-half by the parties of the second part, their heirs, executors, administrators and assigns.

Tenth.

It is further Agreed, that the construction of the canal, levees and head-gates and other necessary works provided for in this agreement, to convey water from Buena Vista Lake to the Head of the Canal of the Kern Valley Water Company, shall be commenced on or before September 1st, 1888, and completed before the first day of March, 1889.

Eleventh.

It is further Agreed, that the construction of the levees along Kern River and Buena Vista Slough, provided by this agreement to be constructed to control the water below the Second Point of Measurement, and lead it into Buena Vista Slough and Buena Vista Lake, and the necessary gates, weirs and other works, shall be commenced on or before the first day of September 1888, and completed on or before the first day of March, 1889.

Twelfth.

It is further Agreed, that the construction of the levees and other works provided by this agreement, to be constructed around Buena Vista Lake, shall be commenced upon notice not less than three (3) months notice of a desire to have such levees

constructed. Such notice may be given at any time after June 1st, 1889, by Henry Miller to James B. Haggin, or by James B. Haggin to Henry Miller, or by those of the parties of the one part who represent the majority of the acreage of the land affected by this contract held by the parties of such part to those of the parties of the other part, who represent the majority of the acreage of the lands affected by this contract, held by the parties of such other part. Said notice, however may be waived by mutual consent of Henry Miller and James B. Haggin, or of the parties by and to whom it is provided to be given. When commenced, pursuant to such notice, the construction of said levees shall be prosecuted diligently to completion.

Thirteenth.

It is hereby further agreed, that when and so long as, during the construction of the canals, levees and other works above provided to be constructed, and during the time necessary to repair any break thereof occurring subsequent to their construction, the water channels below the Second Point of Measurement cannot be used to carry the water to which the parties of the first part would, during the months of March, April, May, June, July and August, be entitled under this agreement, the parties of the first part may take such water to the extent of the capacity of the canals through which taken, through some one or more of the following named canals, to wit:

The Goose Lake Canal,
The Wible Canal,
The Railroad Canal,
The Pioneer Canal,
The James & Dixon or Johnson Canal,
The Joyce Canal,
as the owners thereof may arrange or agree upon between themselves, or in default thereof, as the above mentioned Superintendent may equitably regulate, provided, however, that no more than two of said canals shall be so used at any one time without the express consent of the owners of the other canal or canals which the said parties of the first part may desire to so use.

It is also Agreed, that such use of said canals by the parties of the first part shall be at no expense to the owners of said canals, and that the canal or canals so used by the parties of the first part, shall be by them kept in repair, at their own expense, during the time they are used by them for such purpose; and that if any extensions of said canals so used by said parties of the first part be necessary to enable them to convey their water to the place of use, such extension may be made by and at the expense of said parties of the first part.

But it is distinctly understood, that nothing herein shall in any manner or at any time be held or construed to give or create any vested or property rights to or in said parties of the first part or any of them, in or to such canals, or any thereof.

Fourteenth.

It is further expressly Agreed, by the parties of the first part, that upon the due execution of this agreement by all of the parties hereto, and upon its delivery, they, the parties of the first part, will cause to be dismissed all of the suits now pending in the Superior Court of Kern County, in the Superior Court of Tulare County, in the Superior Court of Napa County, in the Superior Court of the City and County of San Francisco, brought by any of the parties of the first part, and also all suits brought by John H. Redington, and now pending in said Courts or in any thereof, which in any manner relate to or affect the rights of any party or parties to this agreement, in or to the water or the use of the water flowing in Kern River, Buena Vista Slough, or in Kern's Buena Vista Lakes, or the Slough connecting said lakes, but such dismissal shall be made only as to the parties who may be defendants, in such suits, and who shall sign this agreement, without costs to either side.

Fifteenth.

It is hereby further Agreed, that if any person or persons, corporation or corporations, shall divert any water from Kern River at any point above the Second Point of Measurement, then and in that event the parties of the first part, for themselves, their heirs, executors, administrators or assigns, and the parties of the second part, for themselves, their heirs, executors, administrators or assigns, agree that they will unite in such suits

or proceedings as may be necessary to prevent such diversion of the water of Kern River, and that they will pay the expenses of such suits or proceedings, including necessary attorneys' fees, as follows: The parties of the first part, their heirs, executors, administrators and assigns, one half; and the parties of the second part, their heirs, executors, administrators and assigns, one half. And in the event that any person or persons, corporation or corporations, shall commence any suit or proceeding to prevent the construction of the weirs and other works above provided to be constructed for the purpose of obtaining correct measurements of water at the points of measurement above fixed, or the levee and other works to control the flow of water from the Second Point of Measurement to Buena Vista Slough and Buena Vista Lake above provided to be constructed, or the canal above provided to be constructed from Buena Vista Lake to the head of the Kern Valley Water Company's Canal, then and in that event such suits shall be defended by all of the parties to this contract, their heirs, executors, administrators and assigns, and the expense of such defense, including necessary attorneys' fees, shall be paid one-half by the parties of the first part, their heirs, executors, administrators and assigns, and one-half by the parties of the second part, their heirs, executors, administrators and assigns.

Sixteenth.

But it is understood and Agreed, that the rights of the parties of the first part, in or to any of the parcels or plots of land taking water from Kern River between the

the First and Second Points of Measurement, are in no manner affected by this agreement; that as to such rights in such canals or ditches, they shall remain the same as though this agreement had not been made, except in so far as the right of such canals and ditches may be affected by the fact that the amount of water they are entitled to take from them lower is reduced by reason of the parties of the first part being conceded a fixed amount of water during six (6) months of each year - the intent hereof being that the rights in this paragraph mentioned shall be diminished in the same way and to the same extent as is provided concerning the rights of the parties of the second part in Paragraph Twenty of this Agreement.

Seventeenth.

It is Further Mutually Agreed between the parties hereto that this agreement shall be perpetual, and shall at all times be construed as a covenant running with all the land owned or claimed by any of the parties hereto, which is situated in the following townships or portions of townships, and that any and all transfers, leases or contracts of any kind or nature made by any of the parties to this contract their heirs, executors, administrators or assigns affecting said land or any of it, shall be subject to all the provisions of this agreement. The said townships and portions of townships are, to-wit:

Township twenty five (25) south, Range twenty two (22), twenty three (23) and twenty four (24) east, and of all of Township twenty five (25) south, Range twenty two (22) east.

lying east of the segregation line dividing the swamp and overflowed land from the high land.

Township twenty-six (26) south, Ranges twenty-two (22), twenty-three (23), twenty-four (24) and twenty-five (25) east, and all of Township twenty-six (26) south, Range twenty-one (21) east, lying east of the segregation line dividing the swamp and overflowed land from the high land.

Township twenty-seven (27) south, Ranges twenty-two (22), twenty-three (23), twenty-four (24) and twenty-five (25) east; all of Township twenty-seven (27) south, Range twenty-six (26) east, west of the road of the Southern Pacific Railroad.

Township twenty-eight (28) south, Ranges twenty-two (22), twenty-three (23), twenty-four (24) and twenty-five (25) east; and all of Township twenty-eight (28) south, Range twenty-six (26) east, west and southwest of the road of the Southern Pacific Railroad.

Township twenty-nine (29) south, Ranges twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28) east; and all of sections one (1), two (2), three (3), ten (10), eleven (11) and twelve (12), in Township twenty-nine (29) south, Range twenty-two (22) east.

Township thirty (30) south, Ranges twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28), east, and all of sections one (1), two (2), eleven (11) and twelve (12), in Township thirty (30) south, Range twenty-three (23) east.

Township thirty-one (31) south, Ranges twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28) east; and all of

Sections one (1), twelve (12), thirteen (13), twenty-four (24), twenty-five (25) and thirty-six (36), in Township thirty-one (31) south, Range twenty-four (24) east.

All of Sections one (1) and twelve (12) in Township thirty-two (32) south, Range twenty-four (24) east, all of Township thirty-two (32) south, Range twenty-five (25) east, north of the segregation line dividing the swamp and overflowed land from the high land, all of Township thirty-two (32) south, Range twenty-six (26) east, north of the segregation line dividing the swamp and overflowed land from the high land, all of Township thirty-two (32) south, Range twenty-seven (27) east, north of the segregation line dividing the swamp and overflowed land from the high land, all of Sections four (4), five (5), six (6), seven (7), eight (8), nine (9), seventeen (17), eighteen (18) and nineteen (19), in Township thirty-two (32) south, Range twenty-eight (28) east.

All of the Mount, Public base and meridian Eighteenth.

And in consideration of the premises and of five dollars to them in hand this day paid by the said parties of the second part the said parties of the first part, for themselves, their heirs, executors, administrators and assigns, do hereby grant and convey unto the said parties of the second part, their heirs, executors, administrators and assigns, all and singular the waters, water rights, privileges and easements, to which said parties of the second part are respectively by Paragraph Third of this Instrument declared entitled, or which are or are intended to be, by said Paragraph, appurtenant to them respectively. To have

and to hold the same to the said parties of the second part, their heirs, executors, administrators and assigns, as between themselves, in the manner and to the extent provided in Paragraph Twenty of this Instrument.

Nineteenth.

And in consideration of the premises and of five dollars to them in hand this day paid by the said parties of the first part, the said parties of the second part, for themselves, their heirs, executors, administrators and assigns do hereby grant and convey unto the said parties of the first part, their heirs, executors, administrators and assigns, all and singular the waters, water rights, privileges and easements to which said parties of the first part are respectively, by Paragraph Third of this Instrument, declared entitled, which are or are intended to be, by said Paragraph, appertained to them respectively. To have and to hold the same to the said parties of the first part, their heirs, executors, administrators or assigns forever.

Twentieth.

And the said parties of the second part, in consideration of the premises, and of five dollars by each to the other of them this day paid, and for divers other good and sufficient considerations, do hereby mutually covenant, grant and agree, each to and with the other, and by and for their respective heirs, executors, administrators and assigns, that with the exception of the three hundred (300) cubic feet of water especially allotted to the steam boiler

Irrigating Canal Company, all the water rights, privileges and easements assumed to the parties of the second part by Paragraph Three of this Instrument, shall well in, belong to and be held by them respectively in the same manner and proportions, and with the same priorities, as they now own and hold the waters of Kern River, and all water rights and privileges therein or connected therewith. That is to say that the present right of each of said parties shall be respectively and proportionately, and without regard to priority, diminished so as to make each contribute pro rata to the amount by this Instrument allotted to the parties of the first part; and to the said three hundred (300) cubic feet allotted to the Kern Island Irrigating Canal Company. The true intent and meaning of this clause being that whenever there is not enough water to supply to said parties of the second part the amounts to which they would be respectively entitled if there were no rights to the waters of said river, except the rights of said parties of the second part, as they existed prior to this agreement, and also to supply to the parties of the first part all the water by this Instrument allotted to them, and to supply the said three hundred (300) cubic feet allotted to the Kern Island Irrigating Canal Company, then the rights to said water of said parties of the second part shall severally and respectively be diminished so that the aggregate diminution shall exceed by three hundred (300) cubic feet the amount necessary to supply said parties of the first part, and so that the

rights of said parties of the second part shall each be diminished in the proportion that the amount of water to which each would have been entitled but for this agreement, and in the absence of any other rights but theirs to said water, bears to the aggregate amount of water to which all said parties of the second part would have been so entitled.

— Twenty-first. —

It is further agreed, between the parties hereto, that the part or proportion of all original outlays and expenses for constructing, and for four years next after the date hereof, maintaining the levees and other works in this agreement above provided to be paid by the parties of the first part, shall be advanced and paid for and on account of said parties of the first part by said Henry Miller.

— Twenty-second. —

It is further agreed, between the parties hereto, and especially between the parties of the second part, that the part or proportion of all original outlays and expenses of constructing, and for four years next after the date hereof, maintaining the levees and other works in this agreement above provided to be paid by the parties of the second part, shall be advanced and paid for and on account of said parties of the second part by said James B. Haggin, one of the parties of the second part; and each of the others of the said parties of the second part for himself, his heirs, executors, administrators and assigns, hereby severally and expressly covenants and agrees

with said Haggins, that in consid-
eration of said Haggins undertaking to
advance such sums of money for and
on his account, he will reimburse and
repay to the said Haggins, his heirs,
executors, administrators and assigns,
on demand, his full part and pro-
portion of all sums of money so ad-
vanced, together with legal interest on
each several amount so advanced or
paid out, from the date thereof until
paid. The said proportion of such ad-
vances to be so repaid to said Haggins
by said several and respective parties
of the second part, to be estimated and
computed as follows, to-wit: the
rights to or interests in the waters of
Horn River of each such party of the
parties of the second part respectively
are to the whole or aggregate of the
rights or interests of all the parties of
the second part in, and to the waters
of said river, so shall the part or pro-
portion to be repaid said Haggins be to
the whole amount paid out by said
Haggins for or on account of the parties
of the second part.

—Twenty-third.—

It is further distinctly understood and
agreed, by and between the parties
hereto, that whereas, by Paragraph seven
seen above, the terms, covenants and
conditions of this agreement are ex-
pressly declared to run with the lands
in said Paragraph described, all
personal liability hereunder imposed,
shall be deemed and held the lia-
bility of the persons owning, holding or
whomsoever said lands are interested therein.

at the time such liability shall accrue, and any party hereto parting with his ownership of or interest in said lands, or any thereof, shall thenceforth and forever thereafter be freed, released and discharged from all and every liability thereafter to accrue, to the extent and in the proportion that the lands or interests in lands so parted with by him bears to the whole amount of such lands or interests in lands theretofore owned, held or claimed by him.

— Twenty-fourth. —

It is further agreed, between the parties hereto, that whosoever above in this agreement, any discretion power or authority is given or conferred upon Henry Muller, for and on account of the parties of the first part, such and the same discretion, power and authority, and to the same extent and for the same purposes may, in the event of the death of said Henry Muller, or in the event that the said Henry Muller shall cease to be the largest owner or holder amongst said parties of the first part of the lands and interests in lands affected by this agreement, be used and exercised by such other of the said parties of the first part who shall for the time being be the largest owner or holder amongst said parties of the first part of said lands and interests in lands affected by this agreement.

— Twenty-sixth. —

It is agreed, by and between the parties hereto, that when and the parties of the first part shall sign in answer

to be signed this agreement, they shall place the same, so signed, in the hands of Henry Miller, to be by him, for and on behalf of said parties of the first part, delivered to the parties of the second part, whenever said Miller shall himself sign and deliver such agreement for and on his own behalf. Such delivery may be made to and received by James B. Huggin, for and on behalf of said parties of the second part. Also, that when and as the parties of the second part shall sign or cause to be signed this agreement, they shall place the same, so signed, in the hands of James B. Huggin, to be by him, for and on behalf of said parties of the second part, delivered to the parties of the first part, whenever said Huggin shall himself sign and deliver such agreement for and on his own behalf. Such delivery may be made to and received by Henry Miller, for and on behalf of said parties of the first part.

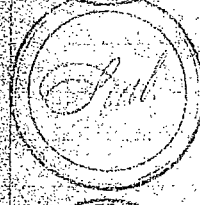
In Witness Whereof, the parties hereto of the first and second parts, other than the corporations above named, have hereunto set their hands and seals, this twenty eighth day of July, A.D. 1808. And the said corporations, parties hereto, have each respectively, on said last mentioned date, caused their corporate names to be hereunto subscribed and their corporate seals to be hereunto affixed by their respective Presidents and Secretaries, therunto first duly authorized, all done in duplicate.



Kern Valley Water Company.
 by J. S. Potter, President.
 by L. J. Merritt, Secretary.



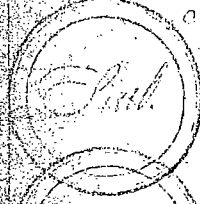
Kern River Land & Canal Company.
 by A. H. Davis, President.
 by J. W. C. Stump, Secretary.



Stine Canal Company.
 by T. H. Colton, President.
 by Alex. Mills, Secretary.



Kern River Water & Irrigating Company.
 by Sol. Jewett, President.
 by Alex. Mills, Secretary.



Anderson Canal Company.
 by L. Crusoe, President.
 by Alex. Mills, Secretary.



Gates Canal Company.
 by L. Crusoe, President.
 by Alex. Mills, Secretary.



Buena Vista Canal Company.
 by L. Crusoe, President.
 by Alex. Mills, Secretary.



James Canal Company.
 by L. Crusoe, President.
 by Alex. Mills, Secretary.



Plunkett Canal Company.
 by L. Crusoe, President.
 by Alex. Mills, Secretary.



Good Lake Canal Company.
 by L. Crusoe, President.
 by Alex. Mills, Secretary.

Sub.

Pioneer Canal Company.
By L. Cruso, President.
By Alex. Meills, Secretary.

Sub.

James & Dixon Canal Company.
By L. Cruso, President.
By Alex. Meills, Secretary.

Sub.

Joyce Canal Company.
By L. Cruso, President.
By Alex. Meills, Secretary.

Sub.

Farmers Canal Company.
By Geo. G. Carr, President.
By Alex. Meills, Secretary.

Sub.

Kern Island Irrigating Canal Company.
By Geo. G. Carr, President.
By Alex. Meills, Secretary.

J. N. Cornwall,

Sub.

Frederick May,

Sub.

Horatio Stebbins,

Sub.

Jesse S. Potter,
Henry A. Miller, surviving Partner of
the late firm of Miller & Lux.

Sub.

Miranda M. Lux,
By her Attorney in fact
Jesse S. Potter.

Sub.

Bloomfield Land Association
J. M. Rothchild, President.
A. Messinger, Secy.

Sub.

Phillip Lux,
By his Attorney in fact
Henry Lux,

Barbara Lux,
By her Attorney in fact
Henry Lux,

Sorotha Poehig
formerly Lux,
By her Attorney in fact
Henry Lux,

George Lux,
By his Attorney in fact
Henry Lux,
Chas. H. Lux,

Lizzie McLux,
Lena B. Lux,

Henry & Miller,
Jesse S. Potter,
Executors of the Last Will and
Testament of Charles Lux, deceased.

Miss Jewett,
By S. Jewett, Atty in fact.

John Colton,

E. M. Roberts,

Geo. G. Carr,

W. B. Cass,

W. L. B. Hayward, Jr.

Miss Mills,

L. S. Rogers,

A. Tyles,

R. N. Ferguson, (Seals)

W. L. Dixon, (Seals)

Mr. S. Nelson, (Seals)

J. D. Nelson, (Seals)

Chas. Quakerbaugh, (Seals)

J. W. Harbaugh, (Seals)

John A. Fry, (Seals)

Ezra Kaffee, (Seals)

E. J. Wareham, (Seals)

Geo. C. Smart, (Seals)

Edw. Gray Stearns, (Seals)

C. C. Stackton, (Seals)

Geo. Daggett, (Seals)

S. Jewett, (Seals)

(Seals)

P. D. Jewett, (Seals)

R. M. Donald, (Seals)

J. C. Roberts, (Seals)

H. P. Laird, (Seals)

H. H. Fish, (Seals)

C. S. Pierce, (Seals)

G. W. Pierce, (Seals)

H. Eccleston, (Seals)

Susan Pennington,
Administratrix of the Estate of
Jerry Pennington, Deceased.

W. C. Haughton, (Seals)

Warren Olney, (Seals)

R. E. Haughton, (Seals)

H. P. Laird, (Seals)

J. J. Laird, (Seals)

John McKeith, (Seals)

S. A. Pindar, (Seals)

Korn Valley Bank
S. Jewett, its President.

J. N. King, (Seals)

Charles Kerr, (Seals)

John E. Bailey, (Seals)

D. A. McLean, (Seals)

<u>W. W.razier;</u>	(Seal)	<u>Frank Howell,</u>	(Seal)
<u>Peter H. Coffey,</u>	(Seal)	<u>H. H. Hodget,</u>	(Seal)
<u>M. W. Morris;</u>	(Seal)	<u>Isaac Jameson,</u>	(Seal)
<u>Rosetta Bull,</u>	(Seal)	<u>D. B. Kurlbut,</u>	(Seal)
<u>Samuel B. Longley,</u>	(Seal)	<u>C. E. Woughran,</u>	(Seal)
<u>E. W. Noble,</u>	(Seal)	<u>J. J. Darwell,</u>	(Seal)
<u>E. M. Dwall,</u>	(Seal)	<u>A. P. Bernard,</u>	(Seal)
<u>J. E. Owens,</u>	(Seal)	<u>J. I. Thronson,</u>	(Seal)

Administrative of the Estate of
Otho Thronson, Deceased.

Henry Miller, (Seal)
J. B. Haggins (Seal)
Lloyd Davis, (Seal)

State of California, }
 County of Kern, }
 On this twenty eighth day of July,
 one thousand eight hundred and eighty
 eight, before me, A. J. Lightner, a Notary
 Public in and for the said County of
 Kern, personally appeared L. Cruso, President
 of each of the following named Corpora-
 tions:
 The Anderson Canal Company, the
 Gates Canal Company, the Pineda Pierce
 Canal Company, the James Canal Company,
 the Shunkell Canal Company, the Lake
 Lake Canal Company, the Pioneer Canal

Company, the James & Dixon Canal Company, the Joyce Canal Company, and also Alex. Mills, Secretary of each of said foregoing named corporations, personally known to me to be the President and Secretary respectively of the Corporations above named that executed the within Instrument, and acknowledged to me that such Corporations and each of them executed the same.

Also on the same day before me, A. T. Lightner, a Notary Public, in and for the County of Kern, personally appeared George W. Barr, President of the Kern Island Irrigating Canal Company and of the Farmers Canal Company, and also Alex. Mills, Secretary of each of said Companies, personally known to me to be the President and Secretary respectively of the said Corporations, the Kern Island Irrigating Canal Company and the Farmers Canal Company that executed the within Instrument, and acknowledged to me that such Corporations, and each of them, executed the same.

Also on the same day before me, A. T. Lightner, a Notary Public in and for the County of Kern, personally appeared G. H. Colton, President of the Stone Canal Company and also Alex. Mills, Secretary of said Company, personally known to me to be the President and Secretary respectively of the said Corporation, the Stone Canal Company, that executed the within Instrument and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my official Seal, the day and year in this certificate first above written.

W. T. Lightner,
Notary Public.

State of California, } 1888
 City and County of San Francisco, }
 On this thirty first day of August, one thousand eight hundred and eighty-eight, before me, James Mason, a Notary Public in and for said City and County of San Francisco, personally appeared Jesse S. Potter, President, and C. J. Merrill, Secretary of the Kern Valley Water Company, a Corporation, personally known to me to be the President and Secretary of said Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my official Seal, the day and year in this certificate first above written.

James Mason
Notary Public.

State of California, } 1888
 City and County of San Francisco, }
 On this fifth day of August, one thousand eight hundred and eighty-eight, before me, James Mason, a Notary Public in and for said City and County of San Francisco, personally appeared M. Davis, President, and Edwin G. Stump, Secretary of the Kern River Land and Canal Company, a Corporation, personally known to me to be the President and Secretary of said Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

I, Witness Hereof, I have hereunto set my hand, and affixed my Official Seal the day and year in this certificate first above written.

James Mason,
Notary Public

State of California, } ss
County of Kern,

On this 30th day of July, in the year one thousand eight hundred and eighty eight, before me, A. T. Lightner, a Notary Public in and for said Kern County, residing therein, duly commissioned and sworn, personally appeared J. H. Estlin, Geo. G. Carr, C. F. Dargwardt, Jr., T. S. Rogers, C. M. Roberts, W. D. Tyler and Alex. Mottie, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

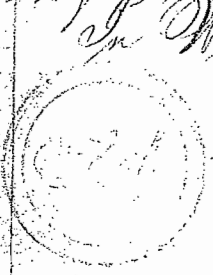
I, Witness Hereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the said County of Kern, the day and year in this certificate first above written.

A. T. Lightner,
Notary Public

State of California, } ss
County of Kern,

On this 31st day of July, in the year one thousand eight hundred and eighty eight, before me, A. T. Lightner, a Notary Public, in and for said Kern County, residing therein, duly commissioned and sworn, personally appeared A. Tyler, Paul. Thompson, John A. Fry, L. H. Stockton, John M. Keith, J. L. Roberts, W. W. Rogers,

Peter Mc Caffery, H. A. Blodgett, S. Jewett, and J. N. King, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

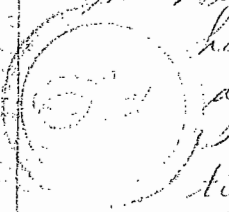


In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of Kern, the day and year in this Certificate first above written.

A. T. Lightner,
Notary Public

State of California, } ss
County of Kern, }

On this Second day of August, in the year one thousand eight hundred and eighty-eight, before me, A. T. Lightner, a Notary Public, in and for said Kern County, residing therein, duly commissioned and sworn, personally appeared M. W. Morris, Charles Kern, Isaac Jameson, Geo. Daggott, S. McDonald, and John E. Bailey, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.




In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the said County of Kern, the day and year in this Certificate first above written.

A. T. Lightner,
Notary Public

and J. B. Hurlbut, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.


In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal at my office in the County of Kern, the day and year in this Certificate first above written.

 A. T. Lightner,
Notary Public

State of California, }
County of Kern, }

On this 18th day of August, in the year One thousand eight hundred and eighty eight, before me, A. T. Lightner, a Notary Public, in and for said Kern County, residing therein, duly commissioned and sworn, personally appeared A. P. Bonnard, G. W. Purcey, Chas. Bouterbaugh, J. E. Curns, & S. A. Pindar, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the County of Kern, the day and year in this Certificate first above written.

 A. T. Lightner, Notary Public.

State of California, }
City & County of San Francisco, }

On this Fifth day of September, in the

State of California, } ss.
City & County of San Francisco,
On this 3rd day of August, One thousand
eight hundred and eighty eight, before me,
Sam Rosenheim, a Notary Public, in and
for said City and County of San
Francisco, personally appeared J. M.
Lothchild, President and H. Glessinger,
Secretary of the Bloomfield Land Assoc-
iation, a Corporation, personally known
to me to be the President & Secretary
of said Corporation that executed the
within instrument, and acknowledged
to me that such corporation executed
the same

In Witness Whereof, I have hereunto set
my hand and affixed my Official
seal, the day and year in this
certificate first above written.
Sam Rosenheim,
Notary Public.

State of California, } ss.
County of Kern,
On this thirtieth day of July in the
year, One thousand eight hundred and
eighty eight, before me, H. W. Lightner, a
Notary Public in and for said County
of Kern, personally appeared S. Jewett,
known to me, to be the person whose
name, as subscribed to the within
instrument as the Attorney in fact of
Philo Jewett, and acknowledged to me
that he subscribed the name of Philo
Jewett, there as principals and his own
name as Attorney in fact.
In Witness Whereof, I have hereunto set
my hand, and affixed my Official
seal, the day and year in this

Certificate first above written,
A. T. Lightner,
Notary Public.

State of California, }
County of Kern, }

On this third day of August, in the year one thousand eight hundred and eighty eight, before me, A. T. Lightner, a Notary Public, in and for said County of Kern, personally appeared Rosetta Dally known to me to be the person whose name is subscribed to the within instrument, described as a married woman, and upon examination, without the hearing of her husband I made her acquainted with the contents of said instrument, and thereupon she acknowledged to me that she executed the same and that she does not wish to retract such execution. In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, the day and year in this Certificate first above written.
A. T. Lightner,
Notary Public

State of California, }
County of Kern, }

On this fourth day of August, in the year one thousand eight hundred and eighty eight, before me, A. T. Lightner, a Notary Public in and for said Kern County, residing therein, duly commissioned and sworn, personally appeared, Ezra Schaffer, E. J. Mareham, and H. F. Faird, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they

acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the said County of Kern, the day and year in this Certificate first above written.
A. T. Lightner,
Notary Public.

State of California, } ss
County of Kern, }
On this 13th day of August, in the year one thousand eight hundred and eighty eight before me, A. T. Lightner, a Notary Public, in and for said Kern County, residing therein, duly commissioned, and sworn, personally appeared C. H. Fish, & W. E. Koughton, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the said County of Kern, the day and year in this Certificate first above written.
A. T. Lightner,
Notary Public.

State of California, } ss
County of Kern, }
On this 14th day of August, in the year one thousand eight hundred and eighty eight, before me, A. T. Lightner, a Notary Public, in and for said Kern County, residing therein, duly commissioned and sworn, personally appeared W. T. Dixon, & D. Nelson,

and S. B. Curlbut, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal at my office in the County of Kern, the day and year in this Certificate first above written.
A. T. Lightner,
Notary Public

State of California, }
County of Kern, }

On this 15th day of August, in the year one thousand eight hundred and eighty eight, before me, A. T. Lightner, a Notary Public, in and for said Kern County, residing therein, duly commissioned and sworn, personally appeared A. P. Barnard, G. C. Pierce, G. W. Pierce, Chas. Bouterbaugh, J. C. Owens, and S. A. Pindar, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.


In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the County of Kern, the day and year in this Certificate first above written.
A. T. Lightner, Notary Public.

State of California, }
City & County of San Francisco, }

On this Fifth day of September, in the

87
year One thousand eight hundred and
eighty-eight, before me, James Mason, a
Notary Public, in and for said City
and County of San Francisco, personally
appeared Henry Miller, known to me to
be the person whose name is subscribed
to the within instrument, as the surviving
partner of the late firm of Miller & Lux,
and acknowledged to me that he, as such
surviving partner of said firm of Miller &
Lux, executed the same.

In Witness Whereof, I have hereunto set my
hand and affixed my Official Seal,
the day and year in this certifi-
cate first above written.



James Mason,
Notary Public

State of California }
City and County of San Francisco, } ss.
On this 5th day of September, in the year
one thousand eight hundred and eighty-eight,
before me, James Mason, a Notary Public, in
and for said City and County of San
Francisco, personally appeared Jesse S. Patten,
known to me to be the person whose
name is subscribed to the within instru-
ment, as the attorney in fact of Miranda
Wilmarth Lux, and acknowledged to me that
he subscribed the name of Miranda Wil-
marth Lux, therein as principal and his
own name as attorney in fact.


In Witness Whereof, I have hereunto set my
hand, and affixed my Official Seal,
the day and year in this certifi-
cate first above written.

James Mason,
Notary Public.

State of California, } ss
County of Santa Clara, }

On this Seventh day September in the year one thousand eight hundred and eighty-eight, before me, Karl Klein, a Notary Public in and for said County of Santa Clara, personally appeared Henry Lux, known to me to be the person whose name is subscribed to the within instrument, as the attorney in fact of Philipp Lux, Barbara Lux, Parathea Roehrig, and Georg Lux, and acknowledged to me that he subscribed the names of Philipp Lux, Barbara Lux, Parathea Roehrig and Georg Lux thereto as principal and his own name as attorney in fact.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Karl Klein,
Notary Public

State of California, } ss
City and County of San Francisco, }

On this fifth day of September, in the year one thousand eight hundred and eighty-eight, before me, James Messon, a Notary Public, in and for said City and County of San Francisco, personally appeared Henry Miller and Jesse S. Potter, known to me to be the persons whose names are subscribed to the within instrument, as the executors of the Last Will and Testament of Charles Lux, deceased, and they acknowledged to me that they as such Executors of the Last Will and Testament of Charles Lux, deceased, executed the same.

In Witness Whereof, I have hereunto set my



hand, and affixed my official seal, the day and year in this certificate first above written.

James Mason,
Notary Public

State of California, } ss.
City and County of San Francisco.

On this fifteenth day of August in the year one thousand eight hundred and eighty eight, before me, James Mason, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared G. N. Cornwall, Frederick Cox, Charles Stebbins, Jesse S. Potter, C. C. Koughton, Warren Olney, George B. Smart, and Edward Gray Stetson, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

One Witness Whereof, I have hereto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.



James Mason,
Notary Public

State of California, } ss.
County of Santa Clara.

On this Seventh day of September, in the year one thousand eight hundred and eighty-eight, before me, Kurt Klein, a Notary Public in and for said Santa Clara County, residing therein, duly commissioned, and sworn, personally appeared Henry Lux, Charles H. Lux, Kingdon M. Lux, a firm sole Ad. Lux, B. Lux, a firm sole known to me to be the persons described in

whose names are subscribed to and who executed the within instrument, and they each acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the said County of Santa Clara the day and year in this Certificate first above written.
Karl Klein,
Notary Public

State of California, } ss.
City & County of San Francisco, }

On this third day of September, in the year one thousand eight hundred and eighty-eight, before me, James Mason, a Notary Public, in and for said City and County, residing therein duly commissioned and sworn, personally appeared S. D. Jewell, G. P. Laird, W. J. Laird, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the City & County of San Francisco, the day and year in this Certificate first above written.
James Mason,
Notary Public

State of California, } ss.
City & County of San Francisco, }

On this third day of October, in the year one thousand eight hundred and eighty-eight, before me, James Mason, a Notary Public in and for said City and County,

residing therein, duly commissioned, and sworn, personally appeared Henry Miller, Lloyd Lewis, and J. B. Kraggin, known to me to be the persons described in, whose names, are subscribed to and who executed the within instrument and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereto set my hand, and affixed my Official Seal, at my office in the City and County of San Francisco, the day and year in this Certificate first above written.
James A. Mason,
Notary Public

State of California, } ss
County of Kern, }


On this fourteenth day of August, in the year one thousand eight hundred and eighty eight, before me, A. L. Lightner, a Notary Public, in and for said County of Kern, personally appeared M. S. Nelson, known to me to be the person whose name is subscribed to the within instrument, described as a married woman, and upon examination without the hearing of her husband I made her acquainted with the contents of said instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this Certificate first above written.
A. L. Lightner,
Notary Public

State of California, } ss.
County of Kern, }

On this thirtieth day of July, in the year one thousand eight hundred and eighty eight, before me, A. T. Lightner, a Notary Public, in and for said County of Kern, personally appeared Sol Jewett, President, and Alex. Mills, Secretary of the Kern River Water and Irrigating Company, a Corporation personally known to me to be the President and Secretary of said Corporation that executed the within instrument and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, this day and year in this certificate first above written.




A. T. Lightner,
Notary Public

State of California, } ss.
County of Kern, }

On the 17th day of October, in the year one thousand eight hundred and eighty eight, before me, A. T. Lightner, a Notary Public, in and for said County of Kern, personally appeared Susan Pennington, known to me to be the person whose name is subscribed to the within instrument, as the administratrix of the estate of Jerry Pennington, deceased, and acknowledged to me that she as the administratrix of the estate of Jerry Pennington, deceased, executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my Official seal, this day and year in this certificate first above written.



A. T. Lightner, Notary Public

State of California, } ss
County of Kern, }

On this 11th day of September, in the year one thousand eight hundred and eighty-eight, before me, N. T. Lightner, a Notary Public, in and for said Kern County, residing therein duly commissioned and sworn, personally appeared Samuel B. Kingsley, C. C. Koughren, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

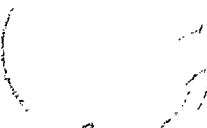
In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the said County of Kern, the day and year in this Certificate first above written.
N. T. Lightner,
Notary Public.



State of California, } ss
County of Kern, }

On this 12th day of October, in the year one thousand eight hundred and eighty-eight, before me, N. T. Lightner, a Notary Public, in and for said Kern County, residing therein, duly commissioned and sworn, personally appeared J. H. Harbaugh and E. Eckelsten, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the said County of Kern, the day and year in this Certificate first above written.
N. T. Lightner, Notary Public.

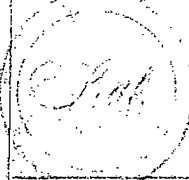


State of California, } ss
County of Kern, }

On this Thirteenth day of October, in the year

One thousand eight hundred and eighty eight, before me, A. J. Lightner, a Notary Public, in and for said County of Kern, personally appeared J. B. Thronson, known to me to be the person whose name is subscribed to the within instrument, as the Administratrix of the Estate of Otto Thronson, deceased and she acknowledged to me that she, as such Administratrix of the Estate of Otto Thronson, deceased, executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my official seal, the day and year in this certificate first above written.

 A. J. Lightner,
Notary Public

State of California, }
County of Merced }

On this 13th day of October, in the year one thousand eight hundred and eighty-eight, before me, John H. Simonson, a Notary Public, in and for said County, residing therein, duly commissioned and sworn, personally appeared J. B. McLean, of Frank Howell, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand, and affixed my official seal, the day and year in this certificate first above written.

John H. Simonson,
Notary Public

A full true and correct copy of the Original.
Recorded at request of A. J. Lightner, Oct 13th, 1888, At 50.
This found "11-1-11"

A. R. Payband, Recorder
J. A. Leland, Deputy

This is a true certified copy of the record if it bears the seal, imprinted in purple ink, of the recorder except that social security numbers contained in the record have been redacted.

SEP 30 2009

JAMES W. FITCH, Assessor-Recorder
Kern County California



By P. Atilano Deputy