

Copy of

32836

AGREEMENT
AMENDING THE MILLER-HAGGIN AGREEMENT

*and founder of Buena Vista associates incorporated and
Miller & Sons incorporated therein.*

THIS AGREEMENT, made as of the 14th day of September, 1955, by and between NORTH KERN WATER STORAGE DISTRICT, a water storage district duly organized and existing under the laws of the State of California, KERN COUNTY LAND COMPANY, KERN COUNTY CANAL AND WATER COMPANY, ANDERSON CANAL, INC., BUENA VISTA CANAL, INC., CENTRAL CANAL COMPANY, THE FARMERS CANAL COMPANY, EAST SIDE CANAL COMPANY, JAMES AND DIXON CANAL, INC., JAMES CANAL, INC., JOYCE CANAL, INC., KERN ISLAND CANAL COMPANY, KERN RIVER CANAL AND IRRIGATING COMPANY, LERDO CANAL COMPANY, PIONEER CANAL, INC., PLUNKET CANAL, INC., and STINE CANAL, INC., each of which is a California corporation, herein called "First Point Group", and BUENA VISTA WATER STORAGE DISTRICT, a water storage district duly organized and existing under the laws of the State of California, herein called "Buena Vista", and such other party or parties as may hereafter join in this Agreement as hereinafter provided, all of whom, together with Buena Vista, are herein called "Second Point Group",

W I T N E S S E T H:

THAT WHEREAS, on July 28, 1888, Henry Miller and others, as parties of the first part, and James B. Haggins and others, as parties of the second part, made a certain written agreement dividing and apportioning between themselves the waters of the Kern River; on October

13, 1888, said agreement was recorded in the office of the County Recorder of Kern County, California, in Volume 2 of Contracts and Agreements at page 40; from time to time said agreement heretofore has been amended and supplemented; and said agreement, as heretofore amended and supplemented, is herein called the "Miller-Haggin Agreement"; and

WHEREAS, the parties of the first part to the Miller-Haggin Agreement and their heirs, executors, administrators, successors and assigns are herein called "Miller-Haggin First Parties", and the parties of the second part to the Miller-Haggin Agreement and their heirs, executors, administrators, successors and assigns are herein called "Miller-Haggin Second Parties"; and

WHEREAS, Buena Vista owns or controls the major portion of the waters apportioned to the Miller-Haggin First Parties in the Miller-Haggin Agreement; and

WHEREAS, Kern County Land Company, one of the First Point Group, owns 4.563% of the waters apportioned to the Miller-Haggin First Parties in the Miller-Haggin Agreement; and

WHEREAS, First Point Group collectively owns substantially all of the waters apportioned to the Miller-Haggin Second Parties in the Miller-Haggin Agreement; and

WHEREAS, for many years there has been a controversy between Buena Vista and First Point Group as to their respective rights and interests in and to certain of the waters of the Kern River; and

WHEREAS, the Corps of Engineers of the United States Army has completed the Isabella Dam and Reservoir on the Kern River for flood control and water conservation purposes, and the parties hereto or some of them may store waters of the Kern River in said reservoir for conservation and regulation; and

WHEREAS, in order to facilitate such storage and avoid litigation the parties have this day compromised and settled the above-mentioned controversy; and

WHEREAS, the parties desire by this formal document to record the settlement upon which they have agreed;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1. The parties hereby agree that on January 1, 1956, the apportionment provisions of Article Third of the Miller-Haggin Agreement shall be superseded by the following two alternative provisions:

Alternative A

(1) During the months of March, April, May, June, July and August of each year the waters of Kern River shall be divided and apportioned each day between the Miller-Haggin First Parties and the Miller-Haggin Second Parties in accordance with the following schedule based upon the calculated daily average unregulated flow at First Point of Measurement:

<u>Calculated Daily Average Unregulated Flow at First Point of Measurement</u>	<u>Miller- Haggin First Parties</u>	<u>Miller- Haggin Second Parties</u>
First 300 cubic feet per second (being the established right of Kern Island Canal Company)	None	100%
Next 1,700 cubic feet per second (namely, from 300 to 2,000 cubic feet per second)	33-1/3%	66-2/3%
Next 500 cubic feet per second (namely, from 2,000 to 2,500 cubic feet per second)	40%	60%
Next 500 cubic feet per second (namely, from 2,500 to 3,000 cubic feet per second)	42-1/2%	57-1/2%
Next 500 cubic feet per second (namely, from 3,000 to 3,500 cubic feet per second)	45%	55%
Next 500 cubic feet per second (namely, from 3,500 to 4,000 cubic feet per second)	47-1/2%	52-1/2%
All over 4,000 cubic feet per second	50%	50%

During said months of March, April, May, June, July and August of each year the Miller-Haggin First Parties shall be entitled to receive their apportionment at Second Point of Measurement, without diminution by reason of percolation or seepage or any interference whatsoever of or by the Miller-Haggin Second Parties, regardless of whether such water so apportioned to the Miller-Haggin First Parties shall be flowing naturally down the Kern River channel without storage in Isabella Reservoir or shall be stored in Isabella Reservoir for the account of the Miller-Haggin First Parties and subsequently released from such storage during said months; provided, however, that with respect to any of such water released from storage in Isabella Reservoir during said months of March, April, May,

June, July and August the quantity of percolation and seepage losses between First and Second Points of Measurement to be borne by the Miller-Haggin Second Parties shall not exceed the quantity of such losses which would have occurred if such water had not been so stored, as determined in accordance with a formula to be adopted and approved by the Chief Engineer of Buena Vista and the Chief Engineer of the above-named Kern County Canal and Water Company, one of First Point Group, which formula may be amended from time to time by such engineers; and provided further, that with respect to any of such water released from storage in Isabella Reservoir during the months of January, February, September, October, November and December of any year, the Miller-Haggin Second Parties shall not be obligated to bear any percolation or seepage losses. It is recognized that Second Point Group may possibly bring about a situation or condition whereby such channel losses are decreased, as for example by Second Point Group changing its pattern or program of storage, release or use of water or by importation of foreign water into the river channel between First and Second Points. In such event it is agreed that the foregoing provisions in reference to losses may be opened for renegotiation and possible revision on the specific point as to whether Second Point Group's apportionment of water hereunder should not be increased to reflect an equitable share of the additional amount of water made available for gravity use by reason of such decreased channel losses. Renegotiation under this provision shall be commenced by a written request to that effect served by Second Point Group

on First Point Group at any time or from time to time, and renegotiations pursuant to such request shall then be had forthwith.

(2) During the months of January, February, September, October, November and December of each year the waters of Kern River shall be divided and apportioned each day between the Miller-Haggin First Parties and the Miller-Haggin Second Parties in accordance with the following schedule based upon the calculated daily average unregulated flow at First Point of Measurement:

<u>Calculated Daily Average Unregulated Flow at First Point of Measurement</u>	<u>Miller-Haggin First Parties</u>	<u>Miller-Haggin Second Parties</u>
First 300 cubic feet per second (being the established right of Kern Island Canal Company)	None	100%
Next 1,200 cubic feet per second (namely, from 300 to 1,500 cubic feet per second)	None	100%
All over 1,500 cubic feet per second	33-1/3%	66-2/3%

The Miller-Haggin Second Parties shall not be obligated to bear any percolation or seepage losses attributable to waters apportioned to Miller-Haggin First Parties under this Paragraph (2) of this Alternative A, whether flowing down Kern River in the course of nature (i.e., without storage) or stored in Isabella Reservoir and later released during said months or at other times.

Alternative B

(1) During the months of March, April, May, June, July and August of each year, the waters of Kern River shall

be divided and apportioned each day between the Miller-Haggin First Parties and the Miller-Haggin Second Parties in accordance with the following schedule based upon the calculated daily average unregulated flow at First Point of Measurement:

<u>Calculated Daily Average Unregulated Flow at First Point of Measurement</u>	<u>Miller-Haggin First Parties</u>	<u>Miller-Haggin Second Parties</u>
First 300 cubic feet per second (being the established right of Kern Island Canal Company)	None	100%
Next 1,700 cubic feet per second (namely, from 300 to 2,000 cubic feet per second)	33-1/3%	66-2/3%
Next 3,000 cubic feet per second (namely, from 2,000 to 5,000 cubic feet per second)	40%	60%
All over 5,000 cubic feet per second	33-1/3%	66-2/3%

(2) During the months of January, February, September, October, November and December of each year the waters of Kern River shall be divided and apportioned each day between the Miller-Haggin First Parties and the Miller-Haggin Second Parties in accordance with the following schedule based upon the calculated daily average unregulated flow at First Point of Measurement:

<u>Calculated Daily Average Unregulated Flow at First Point of Measurement</u>	<u>Miller-Haggin First Parties</u>	<u>Miller-Haggin Second Parties</u>
First 300 cubic feet per second (being the established right of Kern Island Canal Company)	None	100%
Next 1,200 cubic feet per second (namely, from 300 to 1,500 cubic feet per second)	None	100%
All over 1,500 cubic feet per second	33-1/3%	66-2/3%

(3) On each of the following days (but not on other days) during the months of March, April, May, June, July, August, September and October of each year the Miller-Haggin First Parties shall be entitled to receive at Second Point of Measurement, without diminution by reason of percolation or seepage or any interference whatsoever of or by the Miller-Haggin Second Parties, all waters of the Kern River apportioned to the Miller-Haggin First Parties under this Alternative B, whether flowing in the course of nature (i.e., without storage) or released from storage in Isabella Reservoir:

(a) Each day on which the Miller-Haggin First Parties neither have water in storage in Isabella Reservoir nor are storing water therein.

(b) Each day on which the daily average rate of flow of the water so apportioned to the Miller-Haggin First Parties under this Alternative B is equal to or in excess of the applicable minimum rate of flow in the following schedule:

<u>Month</u>	<u>Minimum Rate of Flow in Cubic Feet per Second</u>
March	300
April	250
May	350
June	400
July	500
August	500
September	200
October	150

and the Miller-Haggin First Parties are not storing in Isabella Reservoir more than the excess of their apportionment for such day over such minimum rate of flow.

(c) Each day on which the daily average rate of flow of the water so apportioned to the Miller-

Haggin First Parties under this Alternative B is less than the applicable minimum rate of flow in said schedule and the Miller-Haggin First Parties have water in storage in Isabella Reservoir and are withdrawing enough of such water to make the combined flow of the waters so apportioned to them for such day and the waters being withdrawn by them from storage equal at least to said applicable minimum rate of flow for such day.

(4) In the provisions of the foregoing clauses (a), (b) and (c) of Paragraph (3) the term "Miller-Haggin First Parties" shall not be deemed to include Kern County Land Company as the owner of 4.563% of the water apportioned to the Miller-Haggin First Parties. On the contrary, such 4.563% of such waters may be stored in Isabella Reservoir at any time and may be held in storage or withdrawn therefrom at any time without impairing or otherwise affecting the rights of Buena Vista or other members of the Second Point Group, in accordance with the provisions of Paragraph (3) hereof.

(5) During the months of January, February, November and December of each year the Miller-Haggin Second Parties shall have no obligation to bear any percolation or seepage losses of water apportioned to the Miller-Haggin First Parties under this Alternative B. During the months of March, April, May, June, July, August, September and October of each year the Miller-Haggin Second Parties shall have no obligation to bear any percolation or seepage losses of water apportioned to the Miller-Haggin First Parties under this Alternative B, except as specifically provided above in Paragraph (3) hereof.

ARTICLE 2. Only one of the two alternatives shall be in effect at any one time and the choice between the two shall rest with Buena Vista, subject to the following provisions:

A. On or before December 31, 1955, Buena Vista shall elect either Alternative A or Alternative B for the year 1956, and the Alternative so elected shall take effect on January 1, 1956, and shall remain in effect until the end of that year.

B. On or before December 31st of each of the years 1956, 1957 and 1958, Buena Vista shall elect either Alternative A or Alternative B for the succeeding calendar year, and the Alternative so elected for each such year shall take effect on January 1st of that year and remain in effect until the end of that year.

C. On or before December 31, 1959, Buena Vista shall make a permanent election of either Alternative A or Alternative B, and the Alternative so elected shall take effect on January 1, 1960, and shall remain in effect perpetually thereafter.

D. Each such election shall be made by Buena Vista by delivering or mailing by registered mail to the Chief Engineer of Kern County Canal and Water Company a written notice of such election duly executed on behalf of Buena Vista, accompanied by a certified copy of a resolution duly and regularly adopted by the Board of Directors of Buena Vista authorizing such notice to be given. Each such document shall be acknowledged so that it may be recorded.

E. If Buena Vista shall fail to make any such election or to give notice of election as herein required in Paragraphs A, B, C or D hereof, then Alternative A shall be in effect for the period to which such election and notice if given would have related.

ARTICLE 3.

A. Water apportioned to any party under any provisions of this agreement (including, but not limited to, Kern County Land Company's 4.563% of the waters apportioned to the Miller-Haggin First Parties) may be stored in Isabella Reservoir or elsewhere in any surface or underground reservoir, and may be taken out (either with or without such storage), used and disposed of by such party in any manner, at any place and for any useful purpose, all as such party shall determine from time to time.

B. Any and all water to which the Miller-Haggin Second Parties are entitled hereunder, which shall not be stored or diverted before reaching Second Point of Measurement shall, upon and after passing Second Point, belong to the Miller-Haggin First Parties to be used and enjoyed by them (with or without storage below Second Point) as the other waters which they shall receive hereunder. Such use, enjoyment and storage are permissive and the Miller-Haggin First Parties shall never claim or contend that their rights are or shall have been enlarged thereby or that the rights of the Miller-Haggin Second Parties are or shall have been diminished thereby or waived or abandoned to the extent thereof.

C. All provisions of the Miller-Haggin Agreement, as heretofore and herein amended and supplemented, shall

remain in full force and effect and shall apply to all waters apportioned hereunder.

D. The established right of Kern Island Canal Company (one of the First Point Group), as the successor in interest to Kern Island Irrigating Canal Company, one of the parties of the second part to the Miller-Haggin Agreement, to the first three hundred (300) cubic feet per second of flow of the Kern River at all times is not affected in any way by this agreement except that said right of Kern Island Canal Company shall be measured by the calculated, rather than the actual, daily average unregulated flow at First Point of Measurement.

ARTICLE 4.

A. The term "calculated daily average unregulated flow at First Point of Measurement" whenever used herein means the rate of flow of water which would be passing First Point of Measurement in Kern River at any time if Isabella Dam and Reservoir were not in existence, as calculated in accordance with a formula to be adopted and approved by the Chief Engineer of Buena Vista and the Chief Engineer of Kern County Canal and Water Company. Such formula may be amended from time to time by such engineers.

B. Any notice which may be given to any party hereto under or with respect to the provisions hereof may be given by registered mail, addressed as follows:

To any of First Point Group other than North Kern Water Storage District:	c/o Kern County Canal and Water Company Post Office Box 380 Bakersfield, California
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To North Kern Water
Storage District:

North Kern Water Storage District
1630 Twenty-Ninth Street, Room 41
Bakersfield, California

To Chief Engineer of
Kern County Canal
and Water Company:

Chief Engineer
Kern County Canal and Water Company
Post Office Box 380
Bakersfield, California

To Buena Vista:

Buena Vista Water Storage District
Buttonwillow, California

Any party may change the address to which notice may be
so given to it by giving notice of its new address to the
other parties hereto.

ARTICLE 5. Kern County Land Company makes and
executes this Agreement both as the owner of 4.563% of the
waters apportioned to the Miller-Haggin First Parties and as
the owner of certain of the waters apportioned to the Miller-
Haggin Second Parties.

ARTICLE 6. In making and executing this Agree-
ment Buena Vista is acting only on behalf of itself and
those having an interest in land situated in Buena Vista
Water Storage District, and is not representing or purport-
ing to act for or on behalf of any other person, firm,
district or corporation owning or claiming to own an inter-
est in the waters apportioned to the Miller-Haggin First
Parties. Any such person, firm, district or corporation
may join in this Agreement as a member of the Second Point
Group by executing, acknowledging and delivering to Buena
Vista Water Storage District and to Kern County Canal and
Water Company duplicate endorsements upon copies of this
Agreement in or substantially in the form set forth below.
Upon and after so doing such person, firm, district or cor-
poration shall be deemed for all purposes to be a party hereto

and shall be entitled to share in the benefits and shall be bound by the provisions of this Agreement as one of the Second Point Group to the extent of the interest in such waters actually owned by such person, firm, district or corporation. However, no such endorsement nor any receipt or acceptance thereof shall be deemed to establish or to be evidence of the ownership of any interest in such waters.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in six counterparts as of the day and year first above written.

NORTH KERN WATER STORAGE DISTRICT

By G. E. STANFIELD President

and by A. L. TROWBRIDGE Secretary

(District Seal)

KERN COUNTY LAND COMPANY

By JOHN H. MATKIN Vice-President

and by JAMES A. WALKER Assistant Secretary

(Corporate Seal)

KERN COUNTY CANAL AND WATER COMPANY

By JOHN H. MATKIN Vice-President

and by JAMES A. WALKER Assistant Secretary

(Corporate Seal)

ANDERSON CANAL, INC.

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

BUENA VISTA CANAL, INC.

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

CENTRAL CANAL COMPANY

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

THE FARMERS CANAL COMPANY

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

EAST SIDE CANAL COMPANY

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

JAMES AND DIXON CANAL, INC.

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

JAMES CANAL, INC.

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

JOYCE CANAL, INC.

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

KERN ISLAND CANAL COMPANY

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

KERN RIVER CANAL AND IRRIGATING COMPANY

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

LERDO CANAL COMPANY

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

PIONEER CANAL, INC.

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

PLUNKET CANAL, INC.

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

STINE CANAL, INC.

By G. L. HENDERSON President

and by CARTER H. BREUSING Secretary

(Corporate Seal)

First Point Group

BUENA VISTA WATER STORAGE DISTRICT

By W. L. SMITH Vice-President

and by C. M. PARSONS Secretary

(District Seal)

Second Point Group

STATE OF CALIFORNIA }
County of Kern } ss.

On this 12th day of July, 1956, before me, Norma Webb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. E. Stanfield, 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 District that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the District therein named, and acknowledged to me that such District executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

NORMA WEBB
NOTARY PUBLIC
in and for the County of Kern
State of California
My Commission Expires March 26, 1958

(Notarial Seal)

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

On this 17th day of July, 1956, before me, Lucille F. Roth, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared John H. Matkin, known to me to be the Vice President, and James A. Walker, known to me to be the Assistant 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

LUCILLE F. ROTH
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California
My Commission Expires
August 10, 1957

(Notarial Seal)

STATE OF CALIFORNIA }
City and County of San Francisco }

On this 17th day of July, 1956, before me, Lucille F. Roth, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared John H. Matkin known to me to be the Vice President, and James A. Walker known to me to be the Assistant Secretary, of KERN COUNTY CANAL AND WATER 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

LUCILLE F. ROTH
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California
My Commission Expires
August 10, 1957

(Notarial Seal)

STATE OF CALIFORNIA }
County of Kern } ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
NOTARY PUBLIC
in and for the County of Kern
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA

County of Kern

ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the Secretary, of BUENA VISTA 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN

NOTARY PUBLIC

in and for the County of Kern
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA

County of Kern

ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

Robert J. Lehmann

NOTARY PUBLIC

in and for the County of Kern
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA }
County of Kern } ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the Secretary, of THE FARMERS 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
NOTARY PUBLIC
in and for the County of Kern
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA }
County of Kern } ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the Secretary, of EAST SIDE 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
NOTARY PUBLIC
in and for the County of Kern
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA)
County of Kern) ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
NOTARY PUBLIC
in and for the County of Kern,
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA)
County of Kern) ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
NOTARY PUBLIC
in and for the County of Kern,
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA)
 County of Kern) ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
 NOTARY PUBLIC
 in and for the County of Kern,
 State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA)
 County of Kern) ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the Secretary, of KERN ISLAND 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
 NOTARY PUBLIC
 in and for the County of Kern,
 State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA }
County of Kern } ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
NOTARY PUBLIC
in and for the County of Kern,
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA }
County of Kern } ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
NOTARY PUBLIC
in and for the County of Kern,
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA)
County of Kern) ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
NOTARY PUBLIC

in and for the County of Kern,
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA)
County of Kern) ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
NOTARY PUBLIC

in and for the County of Kern,
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA }
County of Kern } ss.

On this 13th day of July, 1956, before me, Robert J. Lehmann, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. L. Henderson, known to me to be the President, and Carter H. Breusing, known to me to be the Secretary, of STINE 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

ROBERT J. LEHMANN
NOTARY PUBLIC
in and for the County of Kern,
State of California

(Notarial Seal)

My Commission Expires August 31, 1958

STATE OF CALIFORNIA }
County of Kern } ss.

On this 11 day of July, 1956, before me, W. J. Overton, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared W. L. Smith, known to me to be the Vice President, and C. M. Parsons, known to me to be the Secretary, of BUENA VISTA WATER STORAGE DISTRICT, the District that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the District therein named, and acknowledged to me that such District executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

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.

W. J. OVERTON
NOTARY PUBLIC
in and for the County of Kern
State of California

(Notarial Seal)

Commission expires 9-16-1959

KNOW ALL MEN BY THESE PRESENTS that the under-
signed, _____, whose mailing
address is _____,
_____, claims to own an interest in the waters
apportioned to the parties of the first part in and under
the Miller-Haggin Agreement, which interest of the under-
signed is described and identified as follows:

and that the undersigned does hereby join in the foregoing
Agreement as a member of the Second Point Group described
therein.

EXECUTED at _____,
this _____ day of _____, 195__.

To be acknowledged

KNOW ALL MEN BY THESE PRESENTS that the under-
signed, BUENA VISTA ASSOCIATES INCORPORATED, a corporation,
and MILLER & LUX INCORPORATED, a corporation, whose mailing
address is 1150 Russ Building, San Francisco 4, California,
claim to own an interest in the waters apportioned to the
parties of the first part in and under the Miller-Haggin
Agreement, and that the undersigned do hereby join in the
foregoing Agreement as a member of the Second Point Group
described therein.

EXECUTED at San Francisco, California, this 28th
day of February, 1957.

BUENA VISTA ASSOCIATES INCORPORATED

By George Shedd
Vice President

By Harry E. Mendel
Secretary

MILLER & LUX INCORPORATED

By Henry M. Sorensen
Vice-President

By Harry E. Mendel
Secretary

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

BOOK 2798 PAGE 265

On this 14th day of March in the year one thousand nine hundred and ~~forty~~ Fifty-seven

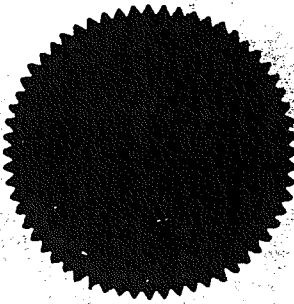
before me, H. I. STRATTON a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared

GEORGE W. NICKEL, JR., and HARRY E. MEADE

known to me to be the Vice President and Secretary

of the Corporation described in and that executed the within instrument, and also known to me to be the person 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 the City and County of San Francisco, the day and year in this certificate first above written.



6, 1958

H. I. Stratton

My commission expires December ~~27, 1958~~ (Corporation)

Notary Public in and for the City and County of San Francisco, State of California

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

On this 14th day of March in the year one thousand nine hundred and ~~forty~~ Fifty-seven

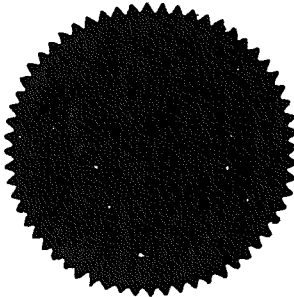
before me, H. I. STRATTON a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared

HENRY M. BOWLES and HARREY E. MEADE

known to me to be the Vice President and Secretary

of the Corporation described in and that executed the within instrument, and also known to me to be the person 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 the City and County of San Francisco, the day and year in this certificate first above written.



6, 1958

H. I. Stratton

My commission expires December ~~27, 1958~~ (Corporation)

Notary Public in and for the City and County of San Francisco, State of California

RECORDED AT REQUEST OF

Kern County Land Company

JUL 7 1958

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10 14
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23.00

Sh...

Notary Seal

Box 380 - Bakersfield

RECORDED AT REQUEST OF
Kern County Land Company

COPY

McDUTCHEM, THOMAS, MATTHEW, GRIFFITHS & GREENE
Connectors at Law
Balfour Building
SAN FRANCISCO 4, CALIFORNIA

This is a true certified copy of the record if it bears the seal, imprinted in purple ink, of the Recorder.

FEB 23 1998

JAMES W. MAPLES, Assessor-Recorder
Kern County California

By *P. Ochoa* Deputy

