

Remittitur, Court of Appeal, Fifth Appellate District, State of California, "The above-entitled cause having been fully argued, submitted and considered, It is Ordered by the Court that the judgment of the Superior Court in and for the County of Kern be and the same is hereby reversed insofar as it declares that appellant is limited to pumping 308-acre feet per year for use on its land within the basin. The action is remanded to the trial court with directions to declare that appellant's right to pump water from the Cummings Basin is correlative and equal to the water rights of the other overlying owners in (see next page)

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VERA K. GIBSON, CLERK  
KERN COUNTY, CALIF.  
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MARTIN E. WHELAN, JR., INC.  
Attorney at Law  
7624 S. Painter Avenue  
Whittier, California 90608  
(213) 698-8365

Attorney for Plaintiff,  
TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN

TEHACHAPI-CUMMINGS COUNTY WATER  
DISTRICT, a body corporate and  
politic,

Plaintiff,

vs.

FRANK ARMSTRONG; PHYLLIS ARMSTRONG;  
CHESTER ASHFORD; RUBY TERRY ASHFORD;  
GERTRUDE H. AUSTIN; IRVING P. AUSTIN;  
MARY BANDUCCI; ROBERT C. BAUMBACH;  
AUDREY JEAN BENEFIELD; MARCEL  
BERNATENE; MARGUERITE BERNATENE;  
BENGUET CALIFORNIA, INC. a corpora-  
tion; L. C. BURNS; CALIFORNIA  
CORRECTIONAL INSTITUTION AT TEHACHA-  
PI; DEPARTMENT OF CORRECTIONS OF THE  
YOUTH AND ADULT CORRECTIONS AGENCY  
OF THE STATE OF CALIFORNIA; STATE OF  
CALIFORNIA; YOUTH AND ADULT CORREC-  
TIONS AGENCY OF THE STATE OF  
CALIFORNIA; DON I. CARROLL; OWEN L.  
CARTER; VIOLA B. CARTER; CHARLES E.  
CHRISTOPHER; WINNIE CHRISTOPHER;  
CORPORATION OF AMERICA, a corpora-  
tion, as Trustee under deed of  
trust; DOROTHY COYNER; EDWARD J.  
CUMMINGS; MILDRED E. CUMMINGS;  
CUMMINGS RANCH CORP., a corporation;  
MARION A. CUMMINS; EAST KERN ESCROW  
CO., a corporation, as Trustee under  
deed of trust; ELLSWORTH FARMS, a  
corporation; ELLSWORTH FARMS, a  
partnership; NOLA F. ELLSWORTH;  
REX C. ELLSWORTH; FEDERAL LAND BANK  
OF BERKELEY, a corporation, as  
Trustee under deeds of trust; FIRE-  
MAN'S LAND INVESTMENT GROUP, a  
partnership; FIRST AMERICAN TITLE  
COMPANY, a corporation, as Trustee  
under deed of trust; JOHN L. GERMON;  
NELLIE GIUNTINI as Administratrix of

NO. 97209

JUDGMENT

Entered 239

Book 248  
Page 21  
(1)

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(cont. from first page) the basin as are consistent with the views expressed in this opinion. In all other respects the judgment is affirmed. Appellant to recover costs on appeal." filed October 7, 1975, Vera K. Gibson, Clerk, Kern County, California, by L. Keeling, Deputy.

1 the Estate of ISOLA MARCHETTI;  
 2 CLYDA F. GUTHRIE; DELMAR W. GUTHRIE;  
 3 JOHN R. HAYCOX; HERITAGE INVESTMENT  
 4 CORP., a corporation, as Trustee  
 5 under deed of trust; MABEL G. HOCKER;  
 6 EVERETT D. KIEFER; VADA B. KIEFER;  
 7 KATHLEEN KURLAND; WALLACE R. LA  
 8 FLAMME; BETTE LAMB aka ELIZABETH  
 9 LOUISE LAMB; ELIZABETH LAMB as  
 10 Executrix of the Estate of J. O.  
 11 LAMB, deceased; HAZEL A. MERRITT;  
 12 ELSIE METTLER; EUGENE METTLER;  
 13 METTLER & ARMSTRONG, a co-partnership;  
 14 WADE D. MIDKIFF; MARY ALICE MONROE;  
 15 ROBERT C. MONROE; MOUNTAIN VALLEY  
 16 FARMS, a co-partnership; EVA LUCILLE  
 17 NYLANDER aka E. L. NYLANDER; RALPH W.  
 18 NYLANDER; VIRGINIA BAKER PALANCE;  
 19 WALTER JACK PALANCE; DOROTHY PORTER;  
 20 WILLIAM PORTER; JEAN PREL; SAN MARINO  
 21 ESCROW COMPANY, a corporation, as  
 22 Trustee under deed of trust; BERNARD  
 23 SASIA; ETHEL E. SCHMIDT; SECURITY  
 24 FIRST NATIONAL BANK, a corporation,  
 25 as Trustee under deed of trust; BILLIE  
 26 JEAN SIEMEN; SHERMAN PAUL SIEMEN;  
 27 VIRGINIA HUNTER SMITH; H. M. SPRINKLE  
 28 aka MILO SPRINKLE; W. F. SPRINKLE, JR.;  
 29 STABEN LAND COMPANY, FRANK PAUL STABEN;  
 30 JEANNE P. STABEN; WILLIAM PAUL STABEN,  
 31 JR.; WILLIAM PAUL STABEN, SR.; STERN  
 32 REALTY COMPANY; TEHACHAPI UNIFIED SCHOOL  
 DISTRICT; TITLE INSURANCE AND TRUST  
 COMPANY, a corporation, as Trustee under  
 deed of trust; WESTERN MUTUAL CORPORA-  
 TION, a corporation, as Trustee under  
 deed of trust; WILSHIRE ESCROW CO., a  
 corporation, as Trustee under deed of  
 trust.

24 The above-entitled action duly and regularly came on for  
 25 trial for argument as to certain legal issues on December 18,  
 26 1970, at 9:30 o'clock A.M., in Department 3 of the above-entitled  
 27 Court, before the Honorable Jay R. Ballantyne, Judge specially  
 28 assigned, having been duly transferred thereto from Department 1  
 29 of said Court; whereupon, after argument on certain legal issues,  
 30 the case was duly and regularly continued for further trial to  
 31 March 1, 1971, at 9:30 o'clock A.M., in Department 1 of the above-  
 32 entitled Court, on which date the same was transferred from said

1 Department 1 to Department 4, the said Honorable Jay R. Ballantyne,  
2 Judge presiding. On said date certain limited evidence was taken,  
3 in addition to the disposition of certain motions, whereupon the  
4 matter was further continued for the remainder of trial to June 14,  
5 1971, at 10:00 o'clock A.M., in Department 1 of the above-entitled  
6 Court. On that date and time the matter was duly and regularly  
7 transferred to Department 2, the Honorable Jay R. Ballantyne,  
8 Judge presiding. Plaintiff was represented through its attorneys,  
9 MARTIN E. WHELAN, JR., INC. and MARTIN E. WHELAN, JR. Certain of  
10 the defendants were represented through their respective attorneys  
11 as shown on the daily records prepared by the Clerk. The defaults  
12 of all defendants who did not enter appearances in the action had  
13 been entered prior to the initial commencement of trial. Notice  
14 of trial was properly and timely given. In addition to the evi-  
15 dence taken on March 1, 1971, evidence oral and documentary was  
16 received on June 14, 15, 16, 17, 18, 21 and 22, 1971. After  
17 final argument, the Court ordered points and authorities, all of  
18 which were submitted.

19 In connection with the following Judgment, the follow-  
20 ing terms, words, phrases and clauses are used by the Court with  
21 the following meanings:

22 "Artificial Replenishment" is the replenishment of a basin  
23 achieved through the spreading of imported water which percolates  
24 into said basin.

25 "Base Water Right" is the highest continuous extractions  
26 of water by a party from the Cummings Basin for a beneficial use  
27 in any period of five consecutive years after the commencement of  
28 overdraft in Cummings Basin as to which there has been no cessation  
29 of use by that party during any subsequent period of five consecu-  
30 tive years, both prior to the commencement of this action. As  
31 employed in the above definition, the words "extractions of water  
32 by a party" and "cessation of use by that party" include such



1 extractions and cessations by any predecessor or predecessors in  
2 interest.

3 "Calendar Year" is the twelve month period commencing  
4 January 1 of each year and ending December 31 of each year.

5 "Cummings Basin" is that certain ground water basin under-  
6 lying "Cummings Basin Area".

7 "Cummings Basin Area" consists of the territory within the  
8 boundaries set forth in Appendix "1" to this Judgment, made a  
9 part hereof by reference.

10 "Cummings Basin Watershed" is that territory constituting  
11 the watershed of Cummings Basin and is that territory within the  
12 boundaries set forth in Appendix "2" to this Judgment, made a  
13 part hereof by reference.

14 "Extraction", "Extractions", "Extracting", "Extracted", and  
15 other variations of the same noun and verb, mean pumping, taking  
16 or withdrawing ground water by any manner or means whatsoever  
17 from Cummings Basin.

18 "Imported Water" means water which may be brought into  
19 Cummings Basin area from a non-tributary source by the Plaintiff  
20 DISTRICT.

21 "Natural Replenishment" means and includes all processes  
22 other than "Artificial Replenishment" by which water may become a  
23 part of the ground water supply of Cummings Basin, including return  
24 from applied waters.

25 "Natural Safe Yield" is the maximum quantity of ground  
26 water, not in excess of the long term average annual Natural  
27 Replenishment, which may be extracted annually from Cummings Basin  
28 without eventual depletion thereof or without otherwise causing  
29 eventual permanent damage to Cummings Basin as a source of ground  
30 water for beneficial use, said maximum quantity being determined  
31 without reference to such Artificial Replenishment of Cummings  
32 Basin as might be accomplished from time to time.

1        "Overdraft" is that condition of a ground water basin  
 2 resulting from extractions in any given annual period or periods  
 3 in excess of the long term average annual Natural Replenishment,  
 4 or in excess of that lesser quantity which may be extracted  
 5 annually without otherwise causing eventual permanent damage to  
 6 the basin.

7        "Party" means a party to this action. Whenever the term  
 8 "party" is used in connection with a quantitative water right, or  
 9 any quantitative right, privilege or obligation, it shall be  
 10 deemed to refer collectively to those parties to whom are attri-  
 11 buted a Base Water Right in this Judgment.

12        "Person" or "persons" include individuals, partnerships,  
 13 associations, governmental agencies and corporations, and any  
 14 and all types of entities.

15        "Surface Diversion" is a diversion of waters flowing on  
 16 the surface within Cummings Basin Watershed (including Cummings  
 17 Basin Area), which diversion is made principally for use of the  
 18 water or storage for future use, and not primarily for some other  
 19 purpose, e.g., flood control, drainage. "Use" includes impounding  
 20 of water for aesthetic or recreational purposes.

21        "Water" includes only non-saline water, which is that having  
 22 less than 1,000 parts of chlorides to 1,000,000 parts of water.

23        "Water Year" is the 12 month period commencing October 1 of  
 24 each year and ending September 30th of the following year.

25        In those instances where any of the above defined words,  
 26 terms, phrases or clauses are utilized in the definition of any  
 27 of the other above defined words, terms, phrases and clauses,  
 28 such use is with the same meaning as is above set forth.

29        The Court having made its Findings of Fact and Conclu-  
 30 sions of Law herein:

31        NOW, THEREFORE, IT IS ORDERED, DECLARED, ADJUDGED

32        X X X X X

1 AND DECREED AS FOLLOWS:

2 1. Declaration and Determination of Water Rights of  
3 Parties\*

4 Each party whose name is hereinafter set forth in  
5 the tabulation at the end of paragraph 1 of this Judgment and  
6 after whose name there appears under the column "Base Water Right"  
7 a figure, is the owner of and has the right annually to extract  
8 ground water from Cummings Basin for beneficial use in the quan-  
9 tity in acre-feet so set forth after that party's name under said  
10 column "Base Water Right". Wherever in that tabulation there  
11 appears the name of a party in parenthesis after the name of  
12 another party, the first such party has an interest in the Base  
13 Water Right of the other party of the nature, <sup>if any,</sup> listed within said  
14 parenthesis. All of the rights listed thereon are of the same  
15 legal force and effect and are without priority with reference  
16 to each other, except as hereinafter specifically provided. They  
17 are subject in any event to (i) subsequent curtailment in the  
18 exercise of the continuing jurisdiction of the court hereinafter  
19 provided, and (ii) all of the other provisions of this Judgment  
20 hereinafter provided. No party to this action is the owner of  
21 any right to extract ground water from Cummings Basin, except as  
22 set forth in the tabulation following this paragraph 1 of this  
23 Judgment, except insofar as any such party may be the tenant of  
24 any other party, have an interest under a Deed of Trust, or  
25 establish rights as a transferee. No party to this action has any  
26 right to export outside of Cummings Basin Area any ground water  
27 extracted from that basin or to export outside the area of  
28 Cummings Basin Watershed any surface water hereafter diverted from  
29 within Cummings Basin Watershed. Except to the extent of surface  
30 diversions of water within the Cummings Basin Watershed having

31 -----  
32 \*Headings in this Judgment are for purposes of reference and the  
language of said headings do not constitute, other than for such  
purpose, a portion of this Judgment.



1 been made as of the water year preceding commencement of this  
 2 action, or as may be permitted pursuant to subsequent order of  
 3 Court under its continuing jurisdiction, no party to this action  
 4 has any right to divert surface waters within Cummings Basin  
 5 Watershed.

6	<u>Name of Party</u>	<u>Base Water Right</u> (in acre-feet)
7		
8	Chester Ashford and Ruby Terry Ashford,	
9	Mountain Valley Farms	454
10	Robert C. Baumbach	203
11	Audrey Jean Benefiel, Staben Land Company,	
12	Frank Paul Staben, Jeanne P. Staben, William	
13	Paul Staben, Jr., William Paul Staben, Sr.	256
14	(each as to an undivided 1/5th interest)	
15	California Correctional Institution at	
16	Tehachapi, Department of Corrections of the	
17	Youth and Adult Corrections Agency of the	
18	State of California, Youth and Adult Corrections	
19	Agency of the State of California, State of	
20	California	308
21	Viola B. Carter and Owen L. Carter, joint tenants as	
22	to an undivided 25% interest; Mabel G. Hocker,	
23	Hazel A. Merritt, Ethel E. Schmidt, each an	
24	undivided 25% interest	300
25	Edward J. Cummings and Mildred E. Cummings,	
26	Cummings Ranch Corp.	268
27	Nellie Giuntini as Administratrix of the	
28	Estate of Isola Marchetti	60
29	Eugene Mettler and Elsie Mettler	503
30	Robert C. Monroe and Mary Alice Monroe	
31	(Successor in Interest to Irving P. Austin	
32	and Gertrude H. Austin)	435
33	Robert C. Monroe and Mary Alice Monroe	
34	(Successor in Interest to Gertrude Stowell	
35	and Nellie Stowell)	47
36	Ralph W. Nylander and Eva Lucille Nylander	
37	aka E. L. Nylander	145
38	Walter Jack Palance	71
39	Walter Jack Palance (Successor in Interest	
40	to Charles E. Christopher and Winnie	
41	Christopher)	298

1	William Porter and Dorothy Porter	477
2	Jean Prel	609
3	Virginia Hunter Smith	617
4	H. M. Sprinkle aka Milo Sprinkle, W. F. Sprinkle, Jr.	111
5		
6	(DOMESTIC WELLS)	
7	Mary Banducci	3
8	John L. Germon	3
9	Robert C. Monroe and Mary Alice Monroe (Successor in Interest to Dorothy May Lunt)	3
10		
11	Tehachapi Unified School District	3
12		

13                   2. Parties Enjoined as to Surface Diversions and Exports

14                   Each party (other than the California Correctional  
15 Institute at Tehachapi, Department of Corrections of the Youth and  
16 Adult Corrections Agency of the State of California, Youth and  
17 Adult Corrections Agency of the State of California, and the State  
18 of California) and the officials, agents and employees from time  
19 to time of said parties listed in the above parentheses, are  
20 enjoined and restrained from hereafter: exporting outside of  
21 Cummings Basin Area any ground water extracted from that basin;  
22 from hereafter making any diversions of surface waters within  
23 Cummings Basin Watershed, except to the extent of diversions having  
24 been made by that party as of the water year preceding commencement  
25 of this action; and as to such parties last referred to, from here-  
26 after exporting outside of the area of Cummings Basin Watershed  
27 any surface waters diverted from within Cummings Basin Watershed.

28                   3. Court Retains Continuing Jurisdiction/Physical Solution

29                   The Court retains continuing jurisdiction for all pur-  
30 poses including but not limited to: the imposition of a physical  
31 solution in the Cummings Basin, including a restriction on ground  
32 water pumping to quantities which will not exceed the safe yield



1 from time to time of Cummings Basin, 4,090 acre-feet per year;  
 2 enjoining extractions of ground water from Cummings Basin except  
 3 to the extent of the parties' rights proportional to the safe  
 4 yield of Cummings Basin from time to time and except as may be  
 5 provided under any physical solution adopted pursuant to said  
 6 continuing jurisdiction; expand, amend and alter the powers,  
 7 duties and responsibilities of the Watermaster hereafter set  
 8 forth; and determining any and all other matters which might become  
 9 material under the Judgment.

10 4. Inter se Adjudication

11 The provisions of this Judgment constitute an inter se  
 12 adjudication with respect to the rights of the parties.

13 5. Rights of Plaintiff DISTRICT

14 Plaintiff DISTRICT is an interested party in all matters  
 15 subject to the continuing jurisdiction of this Court. Nothing in  
 16 this Judgment contained shall constitute a determination or  
 17 adjudication which will foreclose the Plaintiff DISTRICT from  
 18 exercising such rights, powers and prerogatives as it may now  
 19 have or may hereafter have by reason of provisions of law. Nothing  
 20 in this Judgment contained shall be deemed a determination whether  
 21 the Plaintiff or any other party will or will not have any rights  
 22 in any return flow from water subsequently imported, which matter  
 23 shall be within the continuing jurisdiction of the Court.

24 6. New Pumpers

25 Persons who may later be found to be, or later commence,  
 26 pumping within Cummings Basin may be added to this Judgment upon  
 27 such stipulation with the Watermaster as may be approved by the  
 28 Court upon prior thirty (30) days written notice of the date of  
 29 hearing to the parties.

30 7. Transfer of Rights - Domestic Wells

31 With regard to those parties listed in paragraph 1 under  
 32 the tabulation of water rights as having a domestic well and three

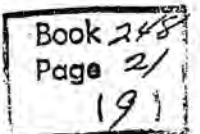
Approved as to form:

C.B.

MEWjr.

9.

JRB.



1 (3) acre-feet of Base Water Rights with respect thereto, said Base  
 2 Water Right shall be transferable only in connection with a  
 3 transfer of the property on which the right was developed. Twenty  
 4 (20) acre-feet of the Base Water Right of the Estate of Marchetti  
 5 (Nellie Giuntini as Administratrix of that estate) shall not be  
 6 pumped for use on other than the following property: the Northeast  
 7 quarter of Section 19 and the Northwest quarter of Section 20,  
 8 Township 32 South, Range 32 East, in Cummings Basin Area.

9 8. Watermaster - Powers, etc.

10 The Plaintiff, TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT,  
 11 is hereby appointed as Watermaster for the Court and is given the  
 12 following powers, duties and responsibilities:

- 13 (a) to establish written rules, subject to Court  
 14 approval on thirty (30) days notice to the  
 15 parties for reports by the parties of any  
 16 and all data useful to the monitoring of  
 17 ground water production by the parties, and  
 18 the keeping and furnishing of records to the  
 19 Watermaster by the parties pertaining thereto;  
 20 (b) to file written reports with the Court  
 21 annually, and serve upon the parties, no  
 22 later than four (4) months after the end of  
 23 each annual period after this judgment be-  
 24 comes final (subject to reserved jurisdic-  
 25 tion) reporting on the annual ground water  
 26 production of the parties as determined by  
 27 the Watermaster (excepting only domestic well  
 28 usage) and any alleged violations of the  
 29 injunctions contained in this judgment.

30 The parties are hereby ordered to comply with such  
 31 rules.

32 X X X X X

Approved as to form:

C.B.

MEWjr.

10.

J.R.B.

Book 248  
 Page 21  
 (10)

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

## 10. Costs

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

The Clerk shall enter this judgment forthwith.

DATED: Feb. 25, 1972

*Jay R. Bullantyne*  
Judge of the Superior Court



All those portions of T.32 S., R.32 E., and T. 32 S., R.31 E., M.D.M.; and T.12 N., R.16 W., and T.11 N., R.16 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the Southeast corner of Section 20, T.32 S., R.32 E., M.D.M.; thence westerly to the Southwest corner of the E1/2 of the Southeast 1/4 of said Section 20, thence northerly to the Northwest corner of said E1/2 of the Southeast 1/4 of Section 20; thence easterly to the E1/4 corner of said Section 20; thence northerly to the Northeast corner of said Section 20; thence westerly to the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 17, T.32 S., R.32 E., M.D.M.; thence northerly to the Northeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 17; thence westerly to the Northwest corner of said Southwest 1/4 of the Southeast 1/4 of Section 17; thence northerly to the center 1/4 corner of said Section 17; thence westerly to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 17; thence northerly to the Northeast corner of said Southwest 1/4 of the Northwest 1/4 of Section 17; thence westerly to the Northwest corner of said Southwest 1/4 of the Northwest 1/4 of Section 17; thence westerly to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 18, T.32 S., R.32 E., M.D.M.; thence northerly to the Northwest corner of said Northeast 1/4 of the Northeast 1/4 of Section 18; thence westerly to the South 1/4 corner of Section 7, T.32 S., R.32 E., M.D.M.; thence northerly

to the Southeast corner of the Northeast  $1/4$  of the Southwest  $1/4$  of said Section 7; thence westerly to the Southwest corner of said Northeast  $1/4$  of the Southwest  $1/4$  of Section 7; thence northerly to the Northwest corner of said Northeast  $1/4$  of the Southwest  $1/4$  of Section 7; thence westerly to the West  $1/4$  corner of said Section 7; thence southerly to the Southwest corner of said Section 7; thence southerly to the Southwest corner of the North  $1/2$  of the Northwest  $1/4$  of Section 18, T.32 S., R.32 E., M.D.M.; thence easterly to the Southeast corner of said North  $1/2$  of the Northwest  $1/4$  of Section 18; thence southerly to the center  $1/4$  corner of said Section 18; thence westerly to the West  $1/4$  corner of said Section 18; thence southerly to the Northeast corner of the Southeast  $1/4$  of the Southeast  $1/4$  of Section 13; T.32 S., R.31 E., M.D.M.; thence westerly to the Northwest corner of said Southeast  $1/4$  of the Southeast  $1/4$  of Section 13; thence southerly to the Southwest corner of said Southeast  $1/4$  of the Southeast  $1/4$  of Section 13; thence southerly to the Southwest corner of the Northeast  $1/4$  of the Northeast  $1/4$  of Section 24, T.32 S., R.31 E. M.D.M.; thence westerly to the Southwest corner of the Northwest  $1/4$  of the Northwest  $1/4$  of said Section 24; thence southerly to the West  $1/4$  corner of said Section 24; thence westerly to the Southeast corner of the Southwest  $1/4$  of the Northeast  $1/4$  of Section 23, T.32 S., R.31 E., M.D.M.; thence northerly to the Northeast corner of said Southwest  $1/4$  of the Northeast  $1/4$  of Section 23; thence westerly to the Northwest corner of said Southwest  $1/4$  of the Northeast  $1/4$  of Section 23; thence southerly to the center  $1/4$  corner of said Section 23; thence westerly to

the West 1/4 corner of said Section 23; thence southerly to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 22, T.32 S., R.31 E., M.D.M.; thence westerly to the Northwest corner of said Southeast 1/4 of the Southeast 1/4 of Section 22; thence southerly to the Southwest corner of said Southeast 1/4 of the Southeast 1/4 of Section 22; thence southerly to the Southwest corner of the East 1/2 of the East 1/2 of Section 27, T.32 S., R.31 E., M.D.M.; thence southerly to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 34, T.32 S., R.31 E., M.D.M.; thence westerly to the Southwest corner of said Northwest 1/4 of the Northeast 1/4 of Section 34; thence southerly to the South 1/4 corner of said Section 34; thence easterly to the Northeast corner of Section 25, T.12 N., R.17 W., S.B.M.; thence southerly to the West 1/4 corner of Section 31, T.12 N., R.16 W., S.B.M.; thence easterly parallel with the south line of said Section 31, a distance of 1320 feet; thence southerly parallel with the West line of said Section 31, a distance of 1640 feet; thence westerly parallel with the South line of said Section 31, a distance of 1320 feet to a point on the West line of said Section 31; thence southerly along the west line of said Section 31, a distance of 500 feet; thence easterly parallel with the South line of said Section 31, a distance of 500 feet; thence southerly parallel with the west line of said Section 31, a distance of 500 feet to a point on the south line of said Section 31; thence southerly parallel with the west line of Section 6, T.11 N., R.16 W., S.B.M., a distance of 1260 feet; thence easterly parallel with the south line of said Section 6, a distance of 885 feet to a point on the



east line of Lot VI of said Section 6, according to the Official Plat thereof approved by the Surveyor General April 29, 1881; thence southerly to the Southwest corner of Lot XV of said Section 6; thence easterly to the Southeast corner of said Lot XV; thence northerly to the Northeast corner of the South 1/2 of said Lot XV; thence easterly to the Northwest corner of the East 1/2 of the Southeast 1/4 of Lot XIV of said Section 6; thence northerly to the Northwest corner of the East 1/2 of the Southeast 1/4 of Lot IV of said Section 6; thence easterly to the Southeast corner of the N 1/2 of Lot 1 of said Section 6; thence northerly to the Northeast corner of said Section 6; thence northerly to the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 32, T.12 N., R.16 W., S.B.M.; thence easterly to the Northeast corner of said South 1/2 of the Southwest 1/4 of Section 32; thence northerly to the center 1/4 corner of said Section 32; thence easterly to the East 1/4 corner of said Section 32; thence easterly to the center 1/4 corner of Section 33, T.12 N., R.16 W., S.B.M.; thence southerly to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 33; thence easterly to the Northeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 33; thence southerly to the Southeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 33; thence easterly to the Southeast corner of said Section 33; thence southerly to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 3, T.11 N., R.16 W., S.B.M.; thence easterly to the Southeast corner of said Northwest 1/4 of the Northwest 1/4 of Section 3; thence northerly to the Northeast

corner of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 3; thence northerly to the Northwest corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, T.12 N., R.16 W., S.B.M.; thence easterly to the Northeast corner of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34; thence northerly to the center  $\frac{1}{4}$  corner of said Section 34; thence easterly to the Southwest corner of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of said Section 34; thence northerly to the Northwest corner of said East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 34; thence easterly to the Northeast corner of said Section 34; thence northerly to the Northeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 32, T.32 S., R.32 E., M.D.M.; thence westerly to the Northwest corner of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 32; thence northerly to the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 32; thence easterly to the Northeast corner of said Section 32; thence northerly to the Southeast corner of Section 20, T.32 S., R.32 E., M.D.M., said Southeast corner being the point of beginning of this description.

All those portions of T. 32 S., R. 31 E., and T. 32 S., R. 32 E., M.D.M.; and T. 11 N., R. 16 W., T. 11 N., R. 17 W., T. 12 N., R. 16 W., and T. 12 N., R. 17 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the center  $1/4$  corner of Section 16, T. 32 S., R. 32 E., M.D.M.; thence northerly to the  $N1/4$  corner of said Section 16; thence westerly to the Northwest corner of said Section 16; thence westerly to the  $S1/4$  corner of Section 8, T. 32 S., R. 32 E., M.D.M.; thence northerly to the center  $1/4$  corner of said Section 8; thence westerly to the  $W1/4$  corner of said Section 8; thence westerly to the  $W1/4$  corner of Section 7, T. 32 S., R. 32 E., M.D.M.; thence southerly to the Southwest corner of said Section 7; thence westerly to the  $N1/4$  corner of Section 13, T. 32 S., R. 31 E., M.D.M.; thence southerly to the center  $1/4$  corner of said Section 13; thence westerly to the  $W1/4$  corner of said Section 13; thence westerly to the  $W1/4$  corner of Section 14, T. 32 S., R. 31 E., M.D.M.; thence southerly to the Southwest corner of said Section 14; thence westerly to the Northwest corner of Section 22, T. 32 S., R. 31 E., M.D.M.; thence westerly to the  $N1/4$  corner of Section 21, T. 32 S., R. 31 E., M.D.M.; thence southerly to the  $S1/4$  corner of said Section 21; thence easterly to the Southeast corner of said Section 21; thence southerly to the  $E1/4$  corner of Section 28, T. 32 S., R. 31 E., M.D.M.; thence westerly to the center  $1/4$  corner of said Section 28; thence southerly to the  $S1/4$  corner of said Section 28; thence southerly to the  $S1/4$  corner of Section 33, T. 32 S., R. 31 E., M.D.M.; thence southerly to the Southwest



corner of Section 25, T. 12 N., R. 17 W., S.B.M.; thence easterly to the S1/4 corner of said Section 25; thence southerly to the center 1/4 corner of Section 36, T. 12 N., R. 17 W., S.B.M.; thence easterly to the E1/4 corner of said Section 36; thence southerly to the Southeast corner of said Section 36; thence westerly to the S1/4 corner of said Section 36; thence southerly to the center 1/4 corner of Section 1, T. 11 N., R. 17 W., S.B.M.; thence easterly to the E1/4 corner of said Section 1; thence southerly to the W1/4 corner of Section 7, T. 11 N., R. 16 W., S.B.M.; thence easterly to the E1/4 corner of said Section 7; thence easterly to the E1/4 corner of Section 8, T. 11 N., R. 16 W., S.B.M.; thence southerly to the Southeast corner of said Section 8; thence easterly to the N1/4 corner of Section 16, T. 11 N., R. 16 W., S.B.M.; thence southerly to the center 1/4 corner of said Section 16; thence easterly to the E1/4 corner of said Section 16; thence southerly to the Southeast corner of said Section 16; thence easterly to the S1/4 corner of Section 15, T. 11 N., R. 16 W., S.B.M.; thence northerly to the center 1/4 corner of said Section 15; thence easterly to the E1/4 corner of said Section 15; thence easterly to the E1/4 corner of Section 14, T. 11 N., R. 16 W., S.B.M.; thence easterly to the E1/4 corner of Section 13, T. 11 N., R. 16 W., S.B.M.; thence northerly to the Northeast corner of said Section 13; thence northerly to the E1/4 corner of Section 12, T. 11 N., R. 16 W., S.B.M.; thence westerly to the center 1/4 corner of said Section 12; thence northerly to the N1/4 corner of said Section 12; thence westerly to the Southeast corner of the W1/2 of the SW1/4 of Section 1, T. 11 N., R. 16 W., S.B.M.; thence northerly to the Southeast corner of the NW1/4 of the NW1/4 of said Section 1;

thence westerly to the Southwest corner of said NW1/4 of the NW1/4 of Section 1; thence northerly to the Northwest corner of said Section 1; thence westerly to the Southwest corner of the SE1/4 of the SE1/4 of Section 35, T. 12 N., R. 16 W., S.B.M.; thence northerly to the Northwest corner of said SE1/4 of the SE1/4 of Section 35; thence westerly to the Northeast corner of the SW1/4 of the SW1/4 of said Section 35; thence northerly to the Northeast corner of the NW1/4 of the NW1/4 of said Section 35; thence easterly to the S1/4 corner of Section 33, T. 32 S., R. 32 E., M.D.M.; thence northerly to the center 1/4 corner of said Section 33; thence westerly to the Southwest corner of the E1/2 of the NW1/4 of said Section 33; thence northerly to the Northwest corner of said E1/2 of the NW1/4 of Section 33; thence northerly to the Southeast corner of the NW1/4 of the NW1/4 of Section 28, T. 32 S., R. 32 E., M.D.M.; thence westerly to the Southwest corner of said NW1/4 of the NW1/4 of Section 28; thence northerly to the Northwest corner of said Section 28; thence northerly to the Northwest corner of Section 21, T. 32 S., R. 32 E., M.D.M.; thence easterly to the Southeast corner of the W1/2 of the SW1/4 of Section 16, T. 32 S., R. 32 E., M.D.M.; thence northerly to the Northeast corner of said W1/2 of the SW1/4 of Section 16; thence easterly to the center 1/4 corner of said Section 16, said center 1/4 corner being the point of beginning of this description.

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1 (PROOF OF SERVICE BY MAIL - 1013a, 2015.5 C.C.P.)

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3 STATE OF CALIFORNIA )  
4 COUNTY OF LOS ANGELES ) ss.

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6 I am a citizen of the United States and a resident of the  
7 County aforesaid; I am over the age of eighteen years and not a  
8 party to the within action; my business address is 7624 South  
9 Painter Avenue, Whittier, California 90602. On December 29, 1971,  
10 I served the within proposed Judgment on the attorneys of record  
11 for the various parties herein and to the parties appearing pro  
12 per in said action, by placing a true copy thereof enclosed  
13 in a sealed envelope with postage thereon fully prepaid, in the  
14 United States mail, at Whittier, California, addressed as  
15 follows:

16	Richard Mednick, Esq. 16661 Ventura Blvd. Encino, Ca 91316	King, Eyherabide, Owen & Anspach 1400 Chester Avenue Bakersfield, Ca 93301
17		
18	William Kuhs, Esq. P. O. Box 528 Bakersfield, Ca 93301	A. Arnold Klein, Esq. Ste 1122, 606 So. Olive Street Los Angeles, Ca 90014
19		
20	C. E. Christopher, Esq. 10953 Explorer Road La Mesa, Ca	Kirtland & Packard 639 South Spring Street Los Angeles, Ca 90014
21		
22	Donald Holt, Esq. P. O. Box 1578 Ventura, Ca 93301	Lawler, Felix & Hall Attn: Robert Henigson, Esq. 605 W. Olympic Blvd. Los Angeles, Ca 90015
23		
24	Guy C. Hunt, Esq. 506 Union Bank Plaza 201 South Lake Avenue Pasadena, Ca 91101	Litts, Mullin, Perovich & Sullivan 225-A West Elm Lodi, Ca
25		
26	Ralph B. Jordan Kern County Counsel 1415 Truxtun Avenue Bakersfield, Ca 93301	Evelle J. Younger Carol Boronkay Sanford N. Gruskin 600 State Building Los Angeles, Ca 90012
27		
28	Donald G. Kendall, Esq. 1614 - 28th Street Bakersfield, Ca 93301	Robert Patterson, Esq. Siemon & Patterson 1706 Chester Avenue Bakersfield, Ca 93301
29		
30	Conron, Heard & James 1412 - 17th Street Bakersfield, Ca 93301	
31		
32		



1 James Vizzard, Esq.  
2 1801 Truxtun Avenue  
3 Bakersfield, Ca 93301

Mabel G. Hocker  
220 E. Duarte Road  
Arcadia, Ca 91006

4 David Shane, Esq.  
5 6842 Van Nuys Blvd.  
6 Van Nuys, Ca 91405

Hazel A. Merritt  
220 E. Duarte Road  
Arcadia, Ca 91006

7 Kenneth Byrum, Esq.  
8 1600 "M" Street  
9 Bakersfield, Ca 93301

Viola B. Carter  
220 E. Duarte Road  
Arcadia, Ca 91006

10 Richard Hungate, Esq.  
11 1901 Avenue of the Stars  
12 Los Angeles, Ca 90067

Ethel E. Schmidt  
220 E. Duarte Road  
Arcadia, Ca 91006

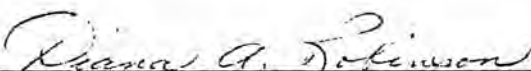
13 Anderson & Stronge  
14 1308 Chester Avenue  
15 Bakersfield, Ca 93301

Jean Prel  
Star Route, Box 792  
Tehachapi, Ca 93561

Mary R. Banducci  
Star Route, Box 803  
Tehachapi, Ca 93561

16 I certify under penalty of perjury that the foregoing is true  
17 and correct.

18 EXECUTED ON December 29, 1971, at Whittier, California.

19   
20 Diana A. Robinson  
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