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**Exempt from filing fee
per Govt. Code, § 6103**

FILED

KERN COUNTY SUPERIOR COURT
01/05/2021

BY Griffith, Kasey
DEPUTY

Attorneys for Tehachapi-Cummings County Water District

SUPERIOR COURT OF CALIFORNIA

COUNTY OF KERN

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

Plaintiff,

vs.

FRANK ARMSTRONG, et al.,

Defendants.

Case No.: S-1500-CV-97209 DRL

**~~[PROPOSED]~~ ORDER GRANTING (1)
MOTION FOR ORDER AMENDING
AND RESTATING JUDGMENT AND
ADOPTING PHYSICAL SOLUTION
AND (2) REQUEST FOR COURT
JUDGMENT**

Postjudgment Proceeding,
Judgment Entered March 6, 1972

Assigned for all purposes to:
Honorable David R. Lampe

Date: January 5, 2021

Time: 8:30 a.m.

Dept: 18

Judge: Stephen D. Schuett

Plaintiff Tehachapi-Cummings County Water District's Motion for Order Amending and Restating Judgment and Adopting Physical Solution was heard by the Honorable Stephen D. Schuett, Judge Presiding, at the time and place stated above. Appearances are as stated on the record. Adequate notice having been given to the defendants, no objection having been filed, no objector having appeared at the hearing on the matter, and the Court having read and independently considered the moving papers and the proposed Amended and Restated Judgment and Physical Solution, and good cause appearing,

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IT IS HEREBY ORDERED that:

1. Plaintiff Tehachapi-Cummings County Water District’s Motion for Order Amending and Restating Judgment and Adopting Physical Solution and Request for Court Judgment are GRANTED.

2. The Judgment entered on March 6, 1972, shall be amended and restated as set forth in the proposed Amended and Restated Judgment and Physical Solution attached hereto as **Exhibit A**, which the Court finds is just and equitable.

3. The Amended and Restated Judgment and Physical Solution is binding on all parties served or appearing in this action, including all persons listed on **Exhibit B**.

Dated: January 5, 2021



The Honorable Stephen D. Schuett,
Judge of the Superior Court

EXHIBIT A

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per Govt. Code, § 6103**

FILED
KERN COUNTY SUPERIOR COURT
01/05/2021

BY Griffith, Kasey
DEPUTY

Attorney for 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, et al.,

Defendants.

Case No.: S-1500-CV-97209 DRL

**~~PROPOSED~~ AMENDED AND
RESTATED JUDGMENT AND
PHYSICAL SOLUTION**

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1 The Court, having considered the pleadings, the stipulations and motions of the parties,
2 and the evidence presented, and being fully informed in the matter, approves the Amended and
3 Restated Judgment and Physical Solution¹ contained herein. This Amended and Restated
4 Judgment and Physical Solution is binding on all parties served or appearing in this action,
5 including, without limitation, those parties that have stipulated to this Amended and Restated
6 Judgment and Physical Solution, and their successors-in-interest.

7 1. Definitions. As used in this Amended and Restated Judgment and Physical
8 Solution, the following terms, words, and phrases shall have the following meanings:

9 (a) “AFY” means acre feet per year.

10 (b) “Amended Judgment” means this Amended and Restated Judgment and Physical
11 Solution, as may be amended from time to time.

12 (c) “Artificial Replenishment” or “Artificially Replenished” or any other variant of
13 such words means or refers to the replenishment of the Cummings Basin achieved by the
14 spreading of Imported Water in facilities where the District meters such replenishment which
15 percolates into the Cummings Basin. Artificial Replenishment does not include Return Flows
16 from Imported Water.

17 (d) “Banked Water Reserve Account” or “BWRA” means that quantity of Imported
18 Water stored in the Basin pursuant to a water banking agreement with the District by means of
19 Artificial Replenishment, surface recharge, in-lieu recharge or other means.

20 (e) “BVCSD” means Bear Valley Community Services District.

21 (f) “Calendar Year” is the twelve-month period commencing January 1 and ending
22 December 31 of the designated year.

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25 ¹ A “physical solution” describes an agreed upon or judicially imposed resolution of conflicting
26 claims in a manner that advances the constitutional rule of reasonable and beneficial use of the
27 state’s water supply. (*City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 288.) It is
28 defined as “an equitable remedy designed to alleviate overdrafts and the consequential depletion
of water resources in a particular area, consistent with the constitutional mandate to prevent
waste and unreasonable water use and to maximize the beneficial use of this state’s limited
resource.” (*California American Water v. City of Seaside* (2010) 183 Cal.App.4th 471, 480.)

(g) “CDCR” means the California Department of Corrections and Rehabilitation.

(h) “Cummings Basin” or “Basin” is that certain groundwater basin underlying the “Cummings Basin Area.”

(i) “Cummings Basin Area” consists of the territory within the boundaries established by the Court in the Judgment as described in Appendix 1 to this Amended Judgment.

(j) “Cummings Basin Watershed” is that territory constituting the watershed of Cummings Basin and is that territory within the boundaries as described and depicted in Appendix 2 to this Amended Judgment.

(k) “Cummings Basin Groundwater Model” means the computerized calibrated numerical groundwater model as presented in that certain report dated March 15, 2015, written by Fugro Consultants, Inc., as may be updated from time to time. A copy of the report is available on the District’s website.

(l) “District” means the plaintiff Tehachapi-Cummings County Water District.

(m) “District Conjunctive Use Customers” means BVCSD, CDCR, SSCSD, and any other Persons having contracted or who may hereafter contract with the District for the purchase of Imported Water percolating into the Cummings Basin as either Return Flows from Imported Water or by the Artificial Replenishment of Imported Water.

(n) “Extraction,” “Extractions,” “Extracting,” “Extracted,” and other variations of the same noun and verb, mean and refer to pumping, taking, or withdrawing groundwater from the Cummings Basin by any manner or means whatsoever.

(o) “Extractor” means any Person Extracting groundwater from the Cummings Basin and any Overlying Owner on whose land groundwater is Extracted from the Cummings Basin.

(p) “Imported Water” means water that the District has brought into the Cummings Basin Area from a non-tributary source, including, but not limited to, State Water Project water.

(q) “Irrigation,” “Irrigation Water,” “Irrigation Use,” and other variations of the same words, means the use of water and water used primarily in the production of plant crops, or livestock, for commercial purposes.

1 (r) "Judgment" means the Judgment entered in this action on March 6, 1972, which
2 was partially reversed on appeal (see 49 Cal.App.3d 992).

3 (s) "Municipal & Industrial Water," "M&I Water," "Municipal & Industrial Use,"
4 and other variations of the same words, means all those uses of water common to the municipal
5 water supply of a city, town, or other similar population group, including uses for domestic
6 purposes, uses for the purposes of commerce, trade, or industry, and any other use incidental
7 thereto for any beneficial purpose.

8 (t) "Native Groundwater" means naturally-occurring water beneath the surface of the
9 Cummings Basin Area, including Return Flows from such water, but excluding Artificial
10 Replenishment and Return Flows from Imported Water.

11 (u) "Natural Replenishment" means and includes all processes, other than Artificial
12 Replenishment and Return Flows from Imported Water, by which water may become a part of
13 the groundwater supply of the Cummings Basin, including, without limitation, rainfall, mountain
14 front runoff, Return Flows from applied Native Groundwater, recharge from stream percolation,
15 and net recharge from bedrock (inflow less outflow).

16 (v) "Natural Safe Yield" is the maximum quantity of groundwater, not in excess of
17 the long-term average annual Natural Replenishment, which may be Extracted annually from the
18 Cummings Basin without any net change in Native Groundwater storage in the Cummings Basin
19 and without requiring any Artificial Replenishment of the Cummings Basin, said maximum
20 quantity being determined without reference to such Artificial Replenishment of Cummings
21 Basin as might be accomplished from time to time. Imported Water Return Flows are not
22 included in Natural Safe Yield.

23 (w) "Overdraft" is the condition of the Basin resulting from Extractions of Native
24 Groundwater in any given Calendar Year or Calendar Years in excess of the Natural Safe Yield.

25 (x) "Overlying Owner" means a Person who owns land in the Cummings Basin Area.

26 (y) "Overlying Use" means the reasonable and beneficial use of groundwater
27 Extracted from the Cummings Basin on land within the Cummings Basin Area. Overlying Use
28 does not include the use of water sold by a public agency or public utility Extracted from the

Cummings Basin, notwithstanding the place of use is within the Cummings Basin Area (*San Bernardino v. Riverside* (1921) 186 Cal. 7).

(z) “Party” means a party to this action, or a successor or assign of a party.

(aa) “Person” or “Persons” include individuals, partnerships, associations, corporations, governmental agencies, and any and all types of entities.

(bb) “Return Flows” means applied water that is not transpired or evaporated but has percolated into the Cummings Basin.

(cc) “SSCSD” means Stallion Springs Community Services District.

(dd) “Surface Diversion” is a diversion of waters flowing on the surface within the Cummings Basin Watershed (including the Cummings Basin Area), which diversion is made principally for use of the water or storage for future use, and not primarily for some other purpose, e.g., flood control or drainage.

(ee) “Use,” whether capitalized or not, includes impounding of water for aesthetic or recreational purposes.

(ff) “Water” includes only non-saline water, which is that having less than 1,000 parts of chlorides to 1,000,000 parts of water.

(gg) “Watermaster” means the District, or any successor Watermaster appointed by the Court under its reserved jurisdiction.

(hh) “Watermaster’s Hydrogeological Consultant” means a groundwater hydrogeologist, or a firm of groundwater hydrogeologists, retained by the Watermaster to maintain and update the Cummings Basin Groundwater Model, periodically report on the hydrological condition and water balance of the Cummings Basin, periodically redetermine Natural Safe Yield, and perform other hydrogeological consulting services concerning the Cummings Basin as requested by the Watermaster.

(ii) “Water Year” means the twelve-month period commencing October 1 of each year and ending September 30 of the following year.

1 2. History of the Case. The District filed this action in October 1966, alleging that
2 the Cummings Basin had been in a state of Overdraft since 1949 and asking the Court, among
3 other things, to adjudicate the groundwater rights of the parties and enjoin the parties from
4 Extracting more than the Natural Safe Yield of the Basin. The District and most of all of the
5 appearing defendants entered into stipulations allocating “Base Water Rights” to the Extractors
6 based on the mutual prescription doctrine articulated by the California Supreme Court in
7 *Pasadena v. Alhambra* (1949) 33 Cal.2d 908. The State of California on behalf of CDCR did not
8 stipulate, and the case went to trial from June 14-22, 1971. The Judgment, entered on March 6,
9 1972, determined that the safe yield of the Basin was 4,090 AFY; awarded “Base Water Rights”
10 to the Extractors, including 308 AFY to CDCR, as per the stipulations; appointed the District as
11 Watermaster; and reserved continuing jurisdiction. The State of California on behalf of CDCR
12 appealed. The Fifth District Court of Appeal in its 1975 decision (49 Cal.App.3d 992) rejected
13 the trial court’s application of the mutual prescription doctrine, holding:

16 All of the parties to the action are overlying owners and all of the water pumped by
17 these owners . . . is for overlying purposes; therefore, there are no appropriations of water
18 in the action. *Pasadena v. Alhambra, supra*, and the other underground basin cases upon
19 which the trial court relied in imposing a prescriptive rights solution involved
20 controversies between overlying owners and appropriators. . . . These cases hold that an
21 appropriative taking of water which is not surplus is wrongful and may ripen into a
22 prescriptive right against overlying owners and prior appropriators. Without
23 appropriation, however, there is no paramount right which can be prescribed against.
24 (49 Cal.App.3d 992, 1000-1001.)

25 The Fifth District Court of Appeal also provided guidance in the determination of
26 allocation of water where there is insufficient water for the current reasonable needs of all
27 overlying owners, explaining that “The proportionate share of each owner is predicated not on
28 his past use over a specified period of time, nor on the time he commenced pumping, but solely
on his current reasonable and beneficial need for water,” and summarizing the factors to be
considered as follows:

[M]any factors are to be considered in determining each owner’s proportionate share: the
amount of water available, the extent of ownership in the basin, the nature of the projected

1 use – if for agriculture, the area sought to be irrigated, the character of the soil, the
2 practicability of irrigation, i.e. the expense thereof, the comparative profit of the different
crops which could be made of the water on the land – all these and many other
considerations must enter into the solution of the problem.

3 (*Id.* at pp. 1001-1002.)

4 The Judgment was reversed insofar as it limited CDCR's Extractions to 308 AFY. The
5 action was remanded to the trial court with directions to declare that CDCR's right to pump is
6 correlative and equal to the water rights of the other Overlying Owners in the Basin, and to make
7 further inquiry and adjudication of the water rights of the other Overlying Owners in the Basin
8 consistent with the views expressed in the opinion, thereby voiding the "Base Water Rights"
9 allocated to Overlying Owners in the Judgment. In all other respects, the Judgment was affirmed.

10 Following remand, in 1976 the parties filed various motions in the trial court, including
11 competing motions by the District and the State for adoption of proposed amended findings of
12 fact and conclusions of law and an amended judgment. The trial court held hearings on such
13 motions in October 1976. A further hearing was scheduled but by stipulation of the parties in
14 January 1977 the further hearing on such motions was taken off calendar and was never reset.
15 Thereafter, the case itself lay dormant for more than forty years, though the District has acted as
16 Watermaster since 1972 and continues filing annual reports with the Court. In 2008, CDCR by
17 contract with the District agreed to limit its Extractions to 565 AFY and to purchase State Water
18 Project water from the District for all its Water needs at its facilities overlying the Basin, and at
19 any additional facilities which may be constructed on CDCR's property in the Cummings Basin
20 in the future, in excess of 565 AFY.

21 Pursuant to paragraph 3 of the Judgment, the Court retained "continuing jurisdiction for
22 all purposes including but not limited to: the imposition of a physical solution in the Cummings
23 Basin, including a restriction on ground water pumping to quantities which will not exceed the
24 safe yield from time to time of Cummings Basin, 4,090 acre-feet per year; enjoining extractions
25 of ground water from Cummings Basin except to the extent of the parties' rights proportional to
26 the safe yield of Cummings Basin from time to time and except as may be provided under any
27 physical solution adopted pursuant to said continuing jurisdiction; expand, amend and alter the

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1 powers, duties and responsibilities of the Watermaster hereafter set forth; and determining any
2 and all other matters which might become material under the Judgment.”

3 The District’s groundwater hydrogeologist, Fugro Consultants, Inc., developed the
4 Cummings Basin Groundwater Model based on hydrogeological data from 1981 through 2013,
5 which study period is generally representative of slightly above average rainfall conditions, and
6 determined in its Report dated March 15, 2015, that the Natural Safe Yield of the Cummings
7 Basin was 2,990 AFY, not 4,090 AFY. Pursuant to a stipulation between the District and certain
8 Extractors and certain District Conjunctive Use Customers, on December 8, 2020, the District
9 filed a motion seeking an order amending and restating the Judgment as set forth in this
10 Amended and Restated Judgment and Physical Solution. Each of the stipulating Overlying
11 Owners and certain District Conjunctive Use Customers (i) is currently Extracting, (ii) intends
12 and threatens to Extract, or (iii) is an Overlying Owner on whose land groundwater is currently
13 being Extracted. A majority of the groundwater that has been Extracted in the previous five years
14 and is annually Extracted has been and is being Extracted and used on lands owned by the
15 stipulating Overlying Owners.

16 3. Adjustment of Natural Safe Yield. The Court determines that the Natural Safe
17 Yield of the Cummings Basin is 2,990 AFY based on the Cummings Basin Groundwater Model.

18 4. Periodic Redetermination of Natural Safe Yield.

19 (a) Method and Frequency. The Watermaster shall require the Watermaster’s
20 Hydrogeological Consultant to input recharge, Extractions, and other hydrological data into the
21 Cummings Basin Groundwater Model, and to prepare supplemental reports of the Cummings
22 Basin’s condition every eight years, which supplemental reports shall include a redetermination
23 of the Natural Safe Yield based on all relevant data from 1981, including the eight years of data
24 since the last report, and a determination whether the total Extractions by all Overlying Owners
25 in any of such eight years exceeded the Natural Safe Yield, and if so, the amount of the
26 Overdraft. The first supplemental report shall be prepared as soon as practicable early in
27 Calendar Year 2025. Subsequent supplemental reports shall incorporate eight more years of data
28 until at least fifty years of data have been gathered, at which time the most recent fifty years of

1 data shall be utilized in subsequent updates of the Cummings Basin Groundwater Model. The
2 Watermaster Hydrogeological Consultant shall consider all fifty years of data but shall have the
3 discretion to include or exclude additional years of data to achieve a balanced representative
4 model that includes an equal number of wet and dry cycles.

5 (b) Public Review and Comment. The Watermaster shall post such supplemental report on
6 the District's website, make copies available for public inspection at its office, and notify all
7 Parties and known current Extractors by mail of its availability. Any Party, Overlying Owner, or
8 Extractor may, at its own expense, retain an independent hydrogeological consultant to review
9 the data and the re-determined Natural Safe Yield. Upon written request, the Watermaster shall
10 make available to any such retained independent hydrogeological consultant the data and
11 methodology employed by the Watermaster's Hydrogeological Consultant and shall provide
12 such independent hydrogeological consultant reasonable access to the Watermaster's
13 Hydrogeological Consultant for purposes of discussing the data, methodology, and re-determined
14 Natural Safe Yield. The Watermaster shall hold at least one public hearing, and provide
15 opportunities in advance of the public hearing for Extractors and Parties to provide comment, on
16 the supplemental report before fixing the Natural Safe Yield for the subsequent eight years (for
17 example, the first supplemental report will redetermine the Natural Safe Yield for Calendar
18 Years 2026 through 2033). Written notice of such hearing shall be mailed to all known
19 Extractors and Parties at least 60 days prior to the hearing and shall be published once in the
20 manner provided in Government Code section 6061 at least 45 days prior to the hearing. At such
21 hearing, any Party, any Overlying Owner, and any Extractor shall be afforded an opportunity to
22 present evidence to the Watermaster, including oral and written testimony, as to why the
23 Watermaster's Hydrogeological Consultant's redetermination of the Natural Safe Yield and
24 calculation of Overdraft should not be adopted by the Watermaster. Following the hearing, the
25 Watermaster shall make a motion to the Court to adopt its determination of Natural Safe Yield
26 for the next eight years.

27 5. Annual Allocation of Natural Safe Yield. The rights of the Overlying Owners to
28 Extract Native Groundwater from the Cummings Basin are correlative and in the aggregate may

not exceed the Natural Safe Yield. Henceforth, the Watermaster shall allocate annually the Natural Safe Yield among the Overlying Owners for each Calendar Year as follows:

(a) Municipal and Industrial (M&I) Water Use.

(i) CDCR shall be entitled to Extract an annual M&I allocation of 565 AFY, which shall be used for reasonable and beneficial M&I uses at its correctional facilities in the Cummings Valley (CDCR). All Water requirements at CDCR's facilities in the Cummings Basin in excess of 565 AFY shall be met by contract for imported water between CDCR and the District as set forth in Appendix 3 and made a part hereof by reference, which may be extended or amended from time to time.

(ii) All other Overlying Owners who are Parties shall be entitled to Extract for reasonable and beneficial M&I uses on their overlying lands the following initial annual allocations:

<u>Circumstance of Use</u>	<u>Annual M&I Allocation</u>
Single Family Residences	
Parcel size 1.00 acres or less	0.3 AFY
Parcel size 1.01 – 3.00 acres	0.5 AFY
Parcel size 3.01 – 10.00 acres	0.75 AFY
Parcel size 10.01 – 20 acres	1.0 AFY
Parcel size 20.01 and larger	1.25 AFY
Multifamily Residential	0.2 AFY per unit
Service Commercial	0.17 AFY per 1000 sq. ft. of building
Retail	0.07 AFY per 1000 sq. ft. of building
Office	0.06 AFY per 1000 sq. ft. of building
Industrial	0.17 AFY per 1000 sq. ft. of building
Hotel/Motel	0.13 AFY per room
School	0.06 AFY per 1000 sq. ft. of building
Public Pool	0.21 AFY per 1000 sq. ft. of surface area
Park/Schoolyard Irrigation	2.5 AFY per acre of planted area

1 (iii) The annual M&I allocations for Calendar Year 2021 are as set forth in
2 Appendix 4 hereto. Any Overlying Owner desiring an ongoing annual M&I allocation for 2022
3 and subsequent years, other than CDCR, shall submit an application to the Watermaster on or
4 before January 15 of 2022 or of the first year after 2022 that the Overlying Owner desires an
5 ongoing M&I allocation, on such form and containing such information as specified by
6 Watermaster rule. Each application shall be signed by the Overlying Owner, or Person
7 designated by an Overlying Owner to execute applications on its behalf, and shall contain the
8 following verification:

9 The undersigned applicant does hereby declare under penalty of perjury
10 under the laws of the State of California that the facts set forth in this
11 application are true and correct and that the undersigned applicant intends
12 in good faith to use the water at the location stated in the application.

13 Any new M&I allocation shall be operative in the Calendar Year in which the application
14 is timely submitted to and approved by the Watermaster. Once the Watermaster approves an
15 application for an M&I allocation, the allocation shall remain fixed until further direction of the
16 Watermaster or order of the Court.

17 For any type of M&I use under circumstances not set forth in the above table, the
18 Watermaster shall determine a reasonable annual M&I allocation based upon its investigation of
19 any available data for or studies of the reasonable M&I water requirements for such use under
20 the same or similar circumstances, employing the best available water and cost effective
21 conservation practices, including data submitted by the Overlying Owner requesting an annual
22 M&I allocation for such use.

23 Several factors may cause per-capita M&I water demand to decline over time, including
24 (i) new state regulations on urban water use, (ii) construction of new water-efficient housing, (iii)
25 replacement of plumbing fixtures with new high-efficiency fixtures in older homes, and (iv)
26 adoption of the state's Model Water Efficient Landscape Ordinance to the residential sector.
27 Therefore, the Watermaster may from time to time reduce the annual M&I allocation for any
28 circumstance of M&I use, other than CDCR's annual allocation as set forth above, to reflect

1 current data on typical M&I water consumption under such circumstance of use, employing best-
2 available and cost-effective water conservation practices.

3 Prior to March 1 of each year, the Watermaster shall (i) determine the annual M&I
4 allocations for all Overlying Owners with existing applications and new applicants who timely
5 submitted a complete application, with the exception of CDCR which has been agreed to by
6 contract, and (ii) post on the District's website and mail to CDCR and each applicant a proposed
7 list of all annual M&I allocations for that year. Before adopting annual M&I allocations for 2022
8 and subsequent years, the Watermaster shall conduct at least one public hearing per year, at
9 which CDCR, each applicant, any other Overlying Owner, or Party to the action shall be
10 afforded the opportunity to present oral and documentary evidence as to why the Watermaster
11 should not adopt any proposed annual M&I allocation. At least ten days prior to the hearing,
12 written notice of such hearing shall be (i) posted at the Watermaster's office, (ii) mailed to
13 CDCR and each applicant, and (iii) published once in the manner provided in Government Code
14 section 6061.

15 (b) Irrigation Water Use.

16 (i) After deducting the annual M&I and CDCR allocations as determined in
17 subparagraph (a) above, the remaining Natural Safe Yield shall be allocated annually by the
18 Watermaster on a net irrigated acre basis among all Overlying Owners, other than CDCR and
19 owners of occupied single family dwellings on parcels of 5.0 acres in size or less, who are parties
20 to this action and who timely apply for an annual Irrigation allocation to the Watermaster,
21 subject to the provisions of subparagraph (b)(ii) below. Any Overlying Owner desiring an annual
22 Irrigation allocation for 2022 and subsequent years shall file an application on or before January
23 15 of such year on a form promulgated by Watermaster rule, containing the following
24 information for each parcel for which an annual Irrigation allocation is requested:

- 25 1) The Kern County Assessor's Parcel Number (APN);
- 26 2) The number of acres to be irrigated (net acreage), with a plat showing the location
27 and dimension of each field or area to be irrigated;
- 28 3) The dates during the year that groundwater will be applied for Irrigation;

4) The State Well Number or location of the well from which groundwater will be
Extracted for use on such parcel;

5) A plat, using a Kern County Assessor's Map or Maps as the base, showing all the parcels,
all the net acreage to be irrigated, and all the source wells of the applicant that are located within
the Cummings Basin Area;

6) Any other information reasonably requested by the Watermaster.

Each application shall be signed by the Overlying Owner, or Person designated by an Overlying
Owner to execute applications on his behalf, and shall contain the following verification:

The undersigned applicant does hereby declare under penalty of perjury
under the laws of the State of California that the facts set forth in this
application are true and correct and that the undersigned applicant intends
in good faith to irrigate the area depicted on the application in Calendar
Year ____.

The Watermaster, before March 1 of each Calendar Year, shall (i) calculate the total net acres of
land to be irrigated for which applications have been timely filed, adjusted for time based on the
dates during the year that groundwater will be applied for Irrigation, (ii) divide the remaining
Natural Safe Yield after subtracting the annual M&I and CDCR allocations from the Natural
Safe Yield by the total adjusted net acres of land to be irrigated to determine the annual
Irrigation allocation per adjusted net irrigated acre for that year, and (iii) publish on the District's
website, post at the Watermaster's Office, and mail to each applicant a summary of the
Watermaster's calculation of the annual Irrigation allocations and the Watermaster's proposed
determination of each parcel's annual Irrigation allocation. For example, if the total adjusted net
acreage is 2,500 acres, and the Natural Safe Yield available for Irrigation is 2,000 acre-feet, then
the allocation would be 0.8 acre-feet per acre ($2,000 \text{ af} / 2,500 \text{ ac} = 0.8 \text{ af/ac}$).

(ii) Emergency Allocation. In any Calendar Year, if the Watermaster determines
(a) based on the timely filed applications that there will be insufficient supplies of State Water
Project water and other water belonging to the District for the District to satisfy the total
anticipated Irrigation demand, in excess of the Natural Safe Yield available for Irrigation, of all
Overlying Owners who have timely applied for an annual Irrigation allocation to the
Watermaster, and (b) that if the Natural Safe Yield is allocated on a net irrigated acre basis for

1 that Calendar Year then the Natural Safe Yield available for Irrigation Use likely will not be put
2 to beneficial use to the fullest extent possible, then to put the Natural Safe Yield to beneficial use
3 to the fullest extent possible, the Watermaster may determine to allocate the remaining Natural
4 Safe Yield available for Irrigation in that Calendar Year among all Overlying Owners, other than
5 CDCR and owners of occupied single family dwellings on parcels of 5.0 acres in size or less,
6 who are parties to this action and who timely apply for an annual Irrigation allocation to the
7 Watermaster, based on each Overlying Owner's cumulative total Irrigation allocation for the
8 immediately preceding 5 Calendar Years, divided by 5. The following two examples illustrate
9 this method of allocation: Example 1: If (a) an Overlying Owner's Irrigation allocations for each
10 of the immediately preceding 5 Calendar Years were 100 af, 105 af, 110 af, 105 af, and 100 af
11 ($520 \text{ af} / 5 = 104 \text{ af}$), (b) the total of all eligible Overlying Owner's prior 5-year average
12 allocations is 1,800 af, and (c) and the Natural Safe Yield available for Irrigation is 2,000 feet,
13 then the Overlying Owner's allocation would be 115.56 af ($(2,000 \text{ af} / 1,800 \text{ af}) \times 104 \text{ af}$).
14 Example 2: If (a) an Overlying Owner's Irrigation allocations for each of the immediately
15 preceding 5 Calendar Years were 100 af, 105 af, 0 af, 100 af, and 100 af ($405 \text{ af} \text{ divided by } 5 =$
16 81 af), (b) the total of all eligible Overlying Owner's prior 5-year average allocations is 1,800 af,
17 and (c) and the Natural Safe Yield available for Irrigation is 1,900 feet, then the Overlying
18 Owner's allocation would be 85.5 af ($(1,900 \text{ af} / 1,800 \text{ af}) \times 81 \text{ af}$). If the Watermaster
19 determines to allocate the Natural Safe Yield available for Irrigation by this method, then the
20 provisions of subparagraphs (d) and (e) below shall not apply to Irrigation Use for that Calendar
21 Year.

22 (iii) Before adopting the annual Irrigation allocations, the Watermaster shall
23 conduct at least one public hearing. At least ten days prior to the hearing, written notice thereof
24 shall be (a) posted at the Watermaster's office, (b) mailed to each applicant, and (c) published
25 once in the manner provided in Government Code section 6061. At the hearing, any applicant,
26 Overlying Owner or Party to the action may submit oral and documentary evidence as to why the
27 Watermaster's determination does or does not accord with the provisions of this paragraph. Any
28 Overlying Owner requesting an annual M&I allocation, other than CDCR and owners of parcels

1 of 5.0 acres or less in size improved with single family dwellings, may also request an annual
2 Irrigation allocation for the commercial Irrigation of crops, orchards, or other plants on their
3 overlying lands. The annual Irrigation allocations for 2021 are set forth in Appendix 5 hereto.

4 (c) Parcels Both Within and Outside the Cummings Basin Area. For any parcel lying
5 partially inside and partially outside the Cummings Basin Area' the annual allocation under
6 subparagraphs (a) and (b) shall be determined based only on the water use occurring on that
7 portion of the parcel lying within the Cummings Basin Area.

8 (d) Audits. From time to time, the Watermaster shall audit some or all of the
9 applications for annual allocations to determine the accuracy of the factual statements and
10 representations contained therein. Such audit may include, in the case of an Irrigation allocation,
11 a comparison of the actual acres to which groundwater was applied as against the acreage the
12 applicant represented in its application would be irrigated, and/or a comparison of the actual
13 period of the year during which a parcel was in fact irrigated as against the period of the year
14 represented in the application. In the case of a M&I allocation, an audit may include a
15 comparison of any represented building size, circumstance of use, or other factual statement as
16 against the size, circumstance of use, or any other fact represented in the application. The
17 applicant shall cooperate with the Watermaster during the course of an audit by allowing the
18 Watermaster access to Overlying Lands and within buildings and structures thereon and to all
19 records pertaining to his actual water Extractions and use. An applicant shall have the burden of
20 proving by a preponderance of evidence that the facts and representations of intention as set forth
21 in his application for the year subject to audit were true and accurate.

22 (e) Consequences of an Inaccurate Application. If as a result of an audit the
23 Watermaster determines that a prior year's application contained an inaccurate statement of fact
24 or an inaccurate statement of intention, and, as the result of which the applicant received an
25 annual allocation five percent (5%) or more greater than the annual allocation the applicant
26 would have received had the application been accurate, the Watermaster in the course of
27 determining such applicant's allocation for the following year shall deduct the full amount of
28 such excess from the annual allocation which the applicant would otherwise receive. Any

1 Overlying Owner or designated representative who files two inaccurate annual applications in
2 any five year period, in addition to the consequences set forth above, shall be subject to contempt
3 of judgment proceedings initiated by the Watermaster and, if determined by the Court to be in
4 contempt of this Amended Judgment, following the statutory procedures governing civil
5 contempt, shall be subject to such punishment as the Court determines is appropriate under the
6 circumstances, including, but not limited to, (i) a civil fine to be paid to the Watermaster to be
7 applied against Watermaster costs of carrying out the terms and provisions of this Amended
8 Judgment, (ii) a forfeiture of the right to apply for an annual allocation for any number of years
9 determined appropriate by the Court under the circumstances, (iii) a permanent forfeiture of
10 Overlying Rights, or (iv) a combination of (i) and (ii) or of (i) and (iii).

11 6. Rights of District Conjunctive Use Customers.

12 (a) Except as provided in Paragraph 5(a) in the case of CDCR and as provided in
13 Paragraph 6(b), the District Conjunctive Use Customers shall only Extract from the Cummings
14 Basin an amount of water less than or equal to the amount of Imported Water Artificially
15 Replenished into the Cummings Basin, net of spreading losses, and purchased from the District
16 pursuant to contract. This longstanding practice is consistent with holdings of the California
17 Supreme Court (*City of Los Angeles v. City of Glendale* (1943) 23 Cal.2d 68, 76-77 and *City of*
18 *Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 123, 257-261) and other court holdings.

19 (b) Notwithstanding Paragraph 6(a), SSCSD and BVCSD shall have the right (i) to
20 Extract the annual M&I allocation of any Overlying Owners within the boundaries of SSCSD or
21 BVCSD who have executed and recorded agency agreements running with the land wherein such
22 Overlying Owners appoint SSCSD or BVCSD as their agent to exercise the overlying rights of
23 such Overlying Owners through wells and distribution systems owned and operated by such
24 agent, and (ii) to the extent SSCSD and BVCSD own lands overlying the Basin, to apply for and
25 Extract annual allocations in the manner provided in Paragraph 5 above for reasonable and
26 beneficial use of groundwater on such lands for SSCSD and BVCSD purposes, such as, within
27 SSCSD and BVCSD offices and facilities and to irrigate SSCSD and BVCSD parks and other
28 lands. SSCSD and BVCSD shall provide the Watermaster with copies of all such agency

1 agreements. Before January 15 of each year, and as part of the annual application process,
2 SSCSD and BVCSD each shall file one application for all new Overlying Owners within their
3 boundaries who have designated SSCSD and BVSCD as their agent to exercise their overlying
4 rights, containing for each separate APN all the information required on an application as set
5 forth in Paragraph 5 above.

6 7. Rights of Mutual Water Companies Formed by Overlying Owners. A mutual
7 water company whose shareholders are limited to Overlying Owners of specified lands within
8 the Cummings Basin Area, whose stock is forever appurtenant to such lands, and whose
9 shareholders delegate to such mutual water company the exclusive right to exercise their
10 overlying rights in the Cummings Basin through a common well or wells and a common
11 distribution system owned by such mutual water company, may apply for an annual allocation in
12 the mutual water company's name on behalf of its shareholders. However, any such company's
13 annual allocation may not exceed the aggregate of the annual allocations that would have been
14 separately made to the company's shareholders. The application filed by any such company shall
15 contain all the information required pursuant to Paragraph 5 above for each shareholder's parcel
16 on which groundwater will be used. Such mutual water company shall also file with its first
17 application a copy of its Motion to Intervene as a Defendant (see Paragraph 10 below) and copies
18 of its Articles of Incorporation, By-Laws, and any other documents evidencing the factors
19 necessary to prove that the Extractions of such company will be a valid Overlying Use and not
20 an appropriation.

21 8. Rights of Plaintiff District. Except as to CDCR, which will be agreed to by
22 contract, the District owns and may hereafter Extract all Imported Water which has entered the
23 Cummings Basin before entry of this Amended Judgment or which may thereafter enter into the
24 Cummings Basin through Artificial Replenishments or as Return Flows following use of
25 Imported Water on the surface in the Cummings Basin Area.

26 9. Scope of Adjudication. Additional Extractors, including Overlying Owners, have
27 been added as Parties to the action by stipulation and order, and a Supplemental Notice of
28

1 Pending Action was recorded in Kern County Official Records concurrently with the filing of the
2 District's motion for an order amending and restating the Judgment as set forth in this Amended
3 Judgment. The terms and provisions of this Amended Judgment shall be binding upon and inure
4 to the benefit of not only the Parties that have been served or appeared in this action, but also
5 their successors and assigns in ownership of lands within the Cummings Basin Area and the
6 Cummings Basin Watershed forever. The adjudication of the overlying groundwater rights of the
7 Overlying Owner defendants is not only "inter se" with respect to the rights of the Parties, but is
8 also "in rem" and shall be binding upon and inure to the benefit of not only the named Overlying
9 Owner defendants but also their successors and assigns in ownership of lands within the
10 Cummings Basin Area and the Cummings Basin Watershed forever. The Watermaster shall
11 record a certified copy of this Amended Judgment in the Kern County Official Records.

12 10. New Extractors Must Become Parties. Notwithstanding the provisions of
13 Paragraph 9 above, any Overlying Owner who is not a Party to this action and subject to this
14 Amended Judgment must formally become a Party to this action before applying for an annual
15 allocation. A new Extractor Overlying Owner may formally become a Party by executing and
16 filing with the Court and serving on all Parties a Motion to Intervene as a Defendant in the form
17 attached hereto as Appendix 6, serving a copy thereof upon the Watermaster, and complying
18 with this Amended Judgment and the Watermaster rules. Any Party may initiate legal
19 proceedings to compel the joinder of any nonparty Overlying Owner on whose land groundwater
20 is being Extracted or who seeks to Extract groundwater from the Cummings Basin. Any new
21 Party is subject to all terms of this Amended Judgment in the same manner as any current Party
22 in this action.

23 11. Metering. Except for existing single-family residential wells Extracting less than
24 2 AFY, all Extraction wells shall be equipped with a cumulative metering device by January 1,
25 2021. The owners of all existing single-family residential wells Extracting less than 2 AFY shall
26 install a cumulative metering device by January 1, 2025. All cumulative metering devices shall
27 meet or exceed the criteria established by rule promulgated by the Watermaster.

28

1 12. Monthly and Annual Reports of Extractions and Use.

2 (a) Reporting. Each Extractor who must meter Extractions as provided in Paragraph
3 11 above shall render to the Watermaster by the 25th day of the following month a monthly
4 report of water the Extractor produced from Cummings Basin on forms provided by the
5 Watermaster. Notwithstanding the foregoing, the Watermaster may permit a lesser frequency of
6 reporting as to any Party, or as to any Party during portions of a year, and adjust any forms
7 accordingly. Each Party shall file with the Watermaster on or before February 1 of each year an
8 Annual Report of Extractions and Use for the prior Calendar Year on such form promulgated by
9 Watermaster rule. Such form, at a minimum, shall require each Extractor for each of its wells to
10 report the cumulative meter reading as of the last day of each month of such year; the quantity of
11 groundwater, expressed in acre feet, Extracted through such well during each month of such
12 year; the amount of groundwater, expressed in acre feet, applied to or used on each APN
13 supplied by such well during each month; the total quantity in acre feet of groundwater Extracted
14 through such well during the entire year; and the total quantity in acre feet of groundwater
15 applied to or used on each parcel during the entire year.

16 (b) Failure to Report. If an Extractor fails to timely file monthly reports or the Annual
17 Report with the Watermaster, such Extractor shall not receive an Annual Allocation for the then-
18 current Calendar Year, unless the Watermaster determines in its discretion that the failure to file
19 the report or reports was excusable and not prejudicial to any other Extractor, and that such party
20 has since made the required filing. The party who failed to timely file shall have the burden to
21 establish that the failure to timely file was excusable and not prejudicial to any other Extractor.

22 13. Consequences of Extracting More Than Annual Allocation. Except as otherwise
23 provided, an Overlying Owner, other than CDCR who is governed by contract with the District,
24 the District's Conjunctive Use Customers acting as agent for their Overlying Owners as provided
25 at Paragraph 6(b), or any Overlying Owner who has banked imported water in the Basin, may
26 not Extract in any year more than its approved annual allocation. An Overlying Owner who over-
27 Extracts and who has created a Banked Water Reserve Account by purchasing and storing in the
28 Cummings Basin Imported Water may direct the Watermaster to reduce such Overlying Owner's

1 Banked Water Reserve Account by all or a portion of the amount of the over-Extraction. To the
2 extent that an Overlying Owner exceeds its approved annual allocation and does not direct a
3 reduction in its Bank Water Reserve Account as provided above, such Overlying Owner must
4 pay the Watermaster on or before March 1 of the following year an Over-Extraction Fee equal to
5 1.3 times the District's then-current Term M&I Rate or Agricultural Rate, as the case may be,
6 plus all surcharges for spreading losses and for capital, operations, maintenance, and replacement
7 costs of the District's recharge facility, per acre foot times the amount of the over-Extraction. No
8 application for a subsequent annual allocation shall be considered by the Watermaster until the
9 Over-Extraction Fee is paid in full. An Overlying Owner that over-Extracts by more than five
10 percent of its allocation and its Banked Water Reserve Account taken together in more than two
11 years in any five year period may, in addition to paying the Over-Extraction Fee, be subject to
12 civil contempt proceedings before this Court, initiated by the Watermaster, and will be subject to
13 the same punishments, if found guilty of contempt, as set forth in Paragraph 5(e) above. The
14 District at its option may collect any unpaid Over-Extraction Fee by adding such fees to the
15 affected parcels' ad valorem tax bill and may record a notice of lien in the same fashion as for
16 delinquent water charges provided in the County Water District Law (Water Code 30000 et seq.).
17 Over-Extraction Fees will be used to provide Artificial Replenishment in the Cummings Basin.

18 14. Parties Enjoined as to Surface Diversions and Exports. As provided in the original
19 Judgment, and except for lawful exports of Extracted Artificially Replenished Imported Water as
20 provided in Paragraph 6 above, the Parties are enjoined and restrained from (i) exporting outside
21 of the Cummings Basin Area any Native Groundwater and (ii) diverting any surface waters
22 within the Cummings Basin Watershed.

23 15. Watermaster Duties and Powers. In addition to the powers and duties of the
24 Watermaster as set forth above, the Watermaster shall:

25 (a) Establish written rules through public process consistent with this Amended
26 Judgment and necessary for the orderly and efficient administration and operation of the
27 Cummings Basin and implementing the established policy of this State that its water resources,
28 including groundwater of the Cummings Basin, be put to the fullest and widest use possible

1 without waste, including, but not limited to, rules (i) governing the annual allocation process and
2 the metering and reporting of Extractions, and (ii) mandating the implementation by Extractors
3 of best available water conservation practices and technology. The Parties are hereby ordered to
4 comply with Watermaster rules.

5 (b) File annually with the Court and serve upon the Parties a report of the Cummings
6 Basin's condition and operations in the prior Calendar Year, including an accounting of all
7 Extractions by Overlying Owners, all Extractions of Imported Water, Artificial Replenishment,
8 any Over-Extractions by Overlying Owners, any alleged violations of any injunctive or other
9 provisions of this Amended Judgment, and any other facts which may be of interest to the
10 Watermaster, the Parties, and the Court.

11 (c) Maintain and operate existing District-owned or leased Artificial Replenishment
12 facilities to correct Overdraft and acquire additional lands and rights-of-way needed to construct,
13 operate, and maintain additional Artificial Replenishment facilities required to correct Overdraft
14 in the future.

15 16. Annual Administrative Assessment. At the same time the District makes and
16 adopts its annual budget for District operations, the Watermaster shall make and adopt a budget
17 estimating its costs of carrying out its duties hereunder in the following year, which shall include
18 any deficits incurred from past year's operations. At the same time the District determines and
19 levies the amount of ad valorem taxes to be assessed on District lands in the following year, the
20 Watermaster shall levy an Annual Administrative Assessment required to meet the anticipated
21 costs set forth in the adopted budget on all Extractors receiving an annual allocation that year.
22 The Annual Administrative Assessment shall be levied on each Extractor's parcel in the same
23 proportion that each parcel's total annual allocation expressed in acre feet bears to all of that
24 year's annual allocations combined, also expressed in acre feet, and shall be collected in the
25 same manner as ad valorem taxes are imposed and collected by the District, namely, as an
26 assessment noted on that parcel's Kern County General Ad Valorem Tax Bill. The Annual
27 Administrative Assessment shall be billed to CDCR, BVCSD, SSCSD, and other public
28 agencies. Before adopting such budget and levying such assessment, the Watermaster shall

1 conduct at least one public hearing at which any Extractor may present oral and documentary
2 evidence as to why the Watermaster should not adopt such budget or such assessment. At least
3 ten days prior to the hearing, written notice of the hearing shall be (i) posted at the Watermaster's
4 office, (ii) mailed to each Extractor, and (iii) published once in the manner provided in
5 Government Code section 6061. Any Party may appeal the Watermaster's adoption of such
6 budget and levying of such assessment to the Court in accordance with Paragraph 18 hereafter
7 governing appeals of Watermaster decisions.

8 17. Change in Point of Extraction and New Wells. A Party may change the point of
9 Extraction or construct a new well provided that such changed point of Extraction or new well
10 does not materially injure any other Party. A replacement well for an existing point of Extraction
11 which is located within 300 feet of the existing well to be replaced shall not be considered a
12 change in point of Extraction. Any Party seeking to change a point of Extraction or construct a
13 new well shall notify the Watermaster and any owner of a well within one mile of such proposed
14 new point of Extraction or new well of his intent to change a point of Extraction or construct a
15 new well at least 120 days before changing a point of Extraction or commencing the drilling a
16 new well. The proposed changed point of Extraction or new well shall also be reviewed by the
17 Watermaster's Hydrogeological Consultant. If any well owner receiving such notice or the
18 Watermaster's Hydrogeological Consultant believes that any Party will be materially injured by
19 such changed point of Extraction or new well, the Watermaster will conduct at least one public
20 hearing on the issue of material injury at which the proponent, any objecting Party and the
21 Watermaster's Hydrogeological Consultant may present oral and documentary evidence. At least
22 ten days prior to the hearing, written notice thereof shall be (a) posted at the Watermaster's
23 office, (b) mailed to the proponent and any objecting Parties, and (c) published once in the
24 manner provided in Government Code section 6061.

25 18. Appeal of Watermaster Decisions.

26 (a) Right to Appeal. Any Party affected by any decision or determination made by the
27 Watermaster may appeal the same by filing with the Court and serving on the Watermaster
28

1 within thirty (30) days from the date of such decision a Notice of Motion Seeking Order
2 Overturning Watermaster Decision.

3 (b) Preparation of Record. If the Watermaster held a public hearing before making
4 the decision or determination subject to the appeal, (a) the appealing Party must have presented
5 in person or in writing to the Watermaster prior to or at the public hearing the same grounds for
6 objecting to such decision or determination as are advanced in the appeal, (b) the appealing Party
7 shall have the burden and expense of preparing the complete administrative record of the
8 Watermaster's decision, including the documentary evidence produced at such hearing and a
9 transcript of the hearing, if available, which record must be filed with the Court and served on
10 the Watermaster within thirty (30) days after filing the Notice of Motion, and (c) the
11 Watermaster shall have the right to supplement any incomplete administrative record submitted
12 by the appealing Party.

13 (c) Hearing Process. The appealing Party shall request in its moving papers that the
14 court hold a hearing on such motion between forty-five (45) and sixty (60) days of the filing of
15 the Notice of Motion. The scope and inquiry of the Court, sitting without a jury, shall be *de novo*.
16 If the Watermaster did not conduct a public hearing before making the decision or determination
17 at which the appellant had the right to appear and present evidence and argument, the Court in its
18 discretion shall determine how the appeal shall be conducted. If the Watermaster held a public
19 hearing before making the decision or determination subject to the appeal, the appeal shall be
20 based on the administrative record prepared pursuant to paragraph 18.(b) above, except that
21 where the Court finds that there is relevant evidence that, in the exercise of reasonable diligence,
22 could not have been produced or that was improperly excluded at the public hearing, the Court
23 may admit the evidence at the hearing.

24 Any order deciding an appeal shall award costs to whoever prevails.

25 19. Actions Not Subject to CEQA Regulation. Nothing in this Amended Judgment, or
26 the implementation thereof, or the rule making, decisions and other actions of the Watermaster
27 pursuant to this Amended Judgment shall be deemed a "project" subject to the California
28 Environmental Quality Act ("CEQA"). (See, e.g., *California American Water v. City of Seaside*

(2010) 183 Cal.App.4th 471; *Hillside Memorial Park & Mortuary v. Golden State Water Co.*
(2011) 205 Cal.App.4th 534.)

20. Designation of Address for Notice and Service. Each Party shall designate a name and address to be used for purposes of receiving all Watermaster communications, including notice of Watermaster hearings, and all subsequent notices and service herein, by filing in this action and with the Watermaster a written Designation of Name and Address in the form attached hereto as Appendix 7. A Party may change its designation by filing a new Designation in this action and with the Watermaster.

21. Costs. Each Party shall bear their own attorney fees and costs incurred in connection with this action.

22. Water Quality. Nothing in this Amended Judgment shall be interpreted or construed as relieving any Party of its responsibilities to comply with Federal, State and local governmental laws and regulations for the protection of water quality or the provisions of any permits, standards, requirements or orders promulgated thereunder. The District as Watermaster intends to protect and defend water quality of the Cummings Basin from degradation from nitrates and other pollutants so as to preserve the Cummings Basin as a source of potable water for its inhabitants. The Watermaster intends to actively sample and monitor groundwater quality and pursue mitigation measures to prevent the spread of nitrates and other pollutants. Accordingly, any Party or Extractor shall allow the Watermaster to take samples from any wells in the Cummings Basin to monitor water quality and mitigate threatened contamination of groundwater in the Cummings Basin.

23. Advisory Committee. Extractors are authorized to organize an Advisory Committee consisting of a representative of each of the District Conjunctive Use Customers plus six Extractors, two of which will be Extractors with the largest M&I allocations, two of which shall be Extractors having the largest Irrigation allocations, and two of which shall be Extractors having an Irrigation allocation chosen by simple vote of all Irrigation Extractors. The Advisory Committee shall act in an advisory capacity to the Watermaster only and shall have the duty to study, review and make recommendations on all discretionary determinations of the

1 Watermaster. The Advisory Committee shall meet with the Watermaster at least once per year,
2 and more often as determined by the Watermaster. Meetings of the Advisory Committee shall be
3 open to all Overlying Owners, all Extractors, and all members of the public.

4 24. Data, Estimates and Procedures. The Watermaster and the Watermaster's
5 Hydrogeological Consultant shall rely on and use the best available science, records and data,
6 including preliminary data, to support the implementation of this Amended Judgment. Where
7 actual records of data are not available, the Watermaster and the Watermaster's Hydrogeological
8 Consultant shall rely on and use sound scientific and engineering estimates.

9 25. Fees and Assessments. Each Party is ordered to pay the fees and assessments
10 authorized under this Amended Judgment, including Over-Extraction Fees under Paragraph 13
11 above and Annual Administrative Assessments under Paragraph 16 above. Additionally, the
12 Watermaster shall promulgate rules and may establish fees for recovering the direct cost of the
13 Watermaster reviewing applications and other activities solely attributable to a single or small
14 number of Extractors from such Extractors.

15 26. Continuing Jurisdiction. The Court retains and reserves full jurisdiction, power
16 and authority for the purpose of enabling the Court, upon duly noticed and served motion of any
17 Party or Parties, to make such further or supplemental orders or directions as may be necessary
18 or appropriate to interpret, enforce, administer or carry out this Amended Judgment, to provide
19 for such other matters as are not contemplated in this Amended Judgment and which might occur
20 in the future, and which, if not provided for, would defeat the purpose of this Amended
21 Judgment, and to amend this Amended Judgment as may be necessary or appropriate.
22 Furthermore, nothing in this Amended Judgment shall preclude any Party or Parties from seeking
23 a quantification and declaration of their respective rights to the groundwater and of the relative
24 priority of all such rights in the Basin.

25 DATED:

26 _____
27 Judge of the Superior Court
28

Appendix 1

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 1/4 of the Northwest 1/4 of Section 3; thence northerly to the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 34, T.12 N., R.16 W., S.B.M.; thence easterly to the Northeast corner of said Southeast 1/4 of the Southwest 1/4 of Section 34; thence northerly to the center 1/4 corner of said Section 34; thence easterly to the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 34; thence northerly to the Northwest corner of said East 1/2 of the Northeast 1/4 of Section 34; thence easterly to the Northeast corner of said Section 34; thence northerly to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 32, T.32 S., R.32 E., M.D.M.; thence westerly to the Northwest corner of said Southeast 1/4 of the Southeast 1/4 of Section 32; thence northerly to the Northwest corner of the Northeast 1/4 of the Northeast 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.

Appendix 2

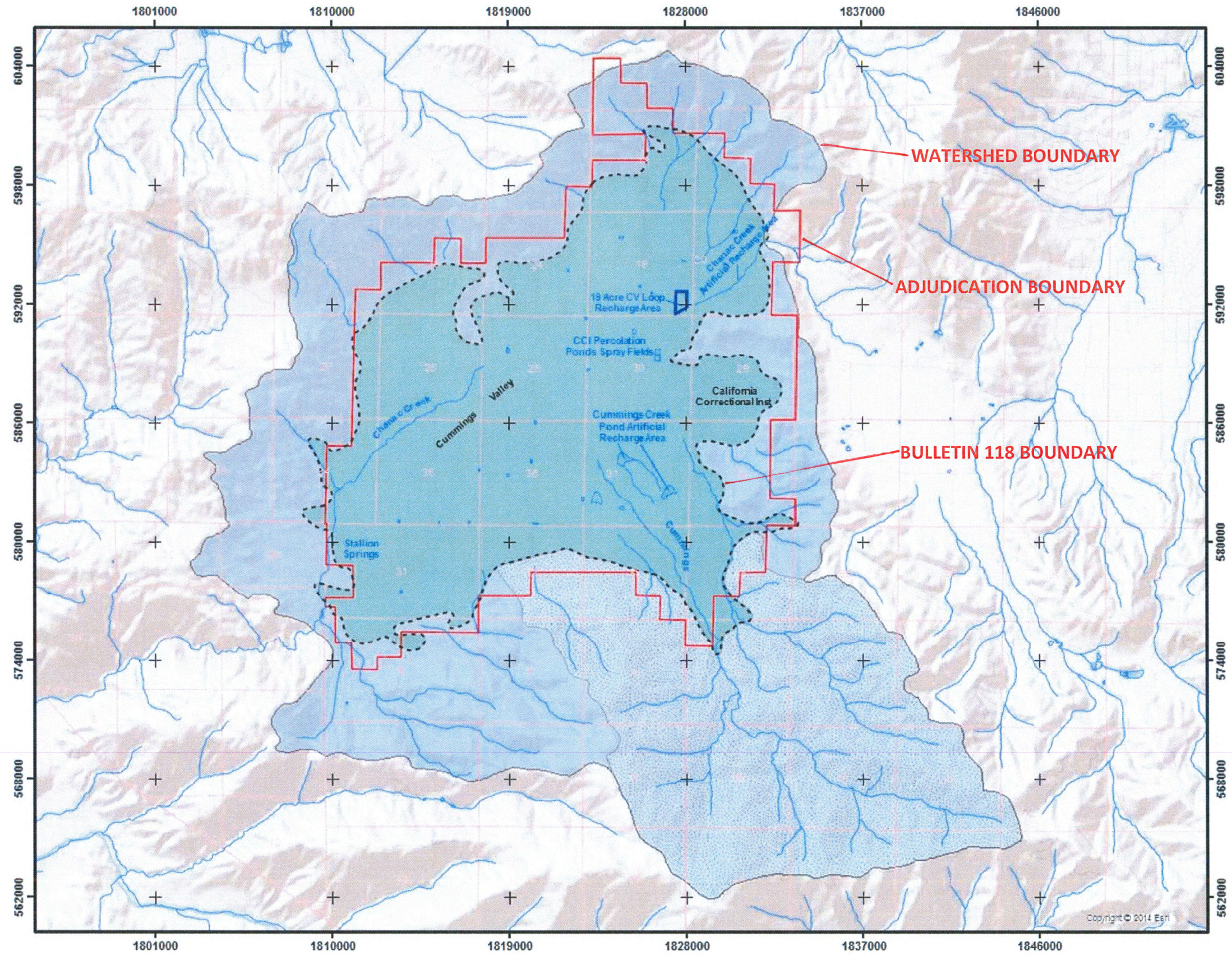
All those portions of T. 32 S., R. 31 E., and T. 32 S., R. 32 E., M.D.M.; and T. 11 N., R. 16 W., T. 11 N., R. 17 W., T. 12 N., R. 16 W., and T. 12 N., R. 17 W., S.B.M., Kern County, California, bounded as follows:

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.

APPENDIX 2 - CUMMINGS BASIN WATERSHED BOUNDARY



Appendix 3

TERM M&I AGREEMENT

(Where Operative After 1980)

THIS AGREEMENT is entered into as of the later of the dates appearing after the respective parties' signatures hereto, and is entered into by and between TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a county water district ("District" hereinafter) and State of California, Department of Corrections

("Water User" hereinafter).

A. Recitals

(i) Water User has filed an application with District for water service under date of _____, 19____, for M & I use as defined in District's Resolution No. 15-76, as heretofore amended by Resolutions Nos. ~~22-82~~, ~~25-87~~, 19-89. To the extent any water taken by Water User qualifies for agricultural rates, said resolution shall govern the same and this agreement shall be inapplicable thereto.

(ii) This is a "term M & I agreement", entered into pursuant to said resolution.

B. Agreement

Now, therefore, it is agreed between the parties, in consideration of the concurrent approval of Water User's application for service, and the lower rates set forth in said resolution for M & I water taken pursuant to a term M & I agreement, as follows:

1. During the term of this agreement, and each annual period hereunder, Water User agrees to purchase from District all water used, sold or distributed by Water User for M & I use as defined in said resolution, over and above quantities of "local water available to Water User", and used, sold or distributed by it, as that quoted term is defined and limited in paragraph 2 hereof. Such water to be purchased from District after consideration of local water available to and used by Water User is hereinafter referred to as the "net imported M & I requirement".

2. "Local water available to Water User" shall include only the following.

(a) As to water intended to be produced, extracted or diverted from Tehachapi Basin or its watershed, Brite Basin, or its watershed, or Cummings Basin, or its watershed, as such terms are defined in the three judgments in the respective ground water adjudications, 1/ local water available to Water User shall include only the following annual quantities and other rights of which Water User then retains ownership and all rights therein, and as such annual quantities and other rights are or shall have

1/ Tehachapi-Cummings County Water District v. Frank Armstrong, et al., Kern County Superior Court No. 97209 (Cummings Basin); Tehachapi-Cummings County Water District v. City of Tehachapi, a municipal corporation, et al., Kern County Superior Court No. 97210 (Tehachapi Basin); and Tehachapi-Cummings County Water District v. Irving P. Austin, et al., Kern County Superior Court No. 97211 (Brite Basin).

been reduced, and thereafter adjusted from time to time, by the Court in allocating the allowable annual production from the particular basin, or otherwise reduced in any annual period pursuant to any provisions of the particular judgment as amended from time to time. (i) Such annual quantity or other right originally adjudicated to said Water User in the particular judgment (if any) as so reduced and adjusted shall be determined, and (ii) if Water User is a public entity with geographic boundaries within District, there shall be added thereto such other annual quantities adjudicated in the particular judgment, as so reduced and adjusted, of which it shall have acquired ownership in perpetuity as a condition of annexation, without payment or other consideration therefore, and the rights to which were developed on the parcel annexed or a larger parcel of which the parcel annexed is a part; provided, that aggregate amounts of such acquired rights from time to time in excess of ten percent (10%) of those exercisable in any annual period under (i) above shall not be considered local water available to Water User except in areas annexed subsequent to entry of the judgment.

Notwithstanding the foregoing, said quantities and rights shall be local water available to Water User only in the quantities used or to be used; (i) within the basin area as to which the water rights were adjudicated; (ii) within an area to which water appropriated pursuant to an adjudicated water right under the particular judgment may legally be transported. 2/ If Water User was entitled under any written agreement in effect when the particular judgment was entered to a transfer of any water right, such quantity shall, upon such transfer, be considered as "originally adjudicated" to said Water User.

(b) Local sources of water not consisting of water which would be produced, extracted or diverted from Tehachapi Basin or its watershed, Brite Basin or its watershed, or Cummings Basin or its watershed, and which would not, if left uncaptured, percolate into any one of said basins.

Notwithstanding the foregoing provisions of this paragraph 2, Part b, "Local water available to Water User" shall not include appropriations of ground water in Cummings Basin as distinguished from extractions by a person exercising overlying rights.

3. As Water User's net imported M & I requirement increases, it shall pay for the installation of any new turnout and connection in the same manner as upon original application, and shall file application therefore, or obtain the remainder of said requirement through any Exchange Pool or similarly named vehicle which may be established pursuant to the reserved jurisdiction of the Court in any of the referenced ground water adjudications, to the extent the requirement is available therefrom.

4. This agreement is subject to all the provisions of said Resolution No. 15-76, as heretofore amended, including, but not limited to, Part P thereof relating to subsequent changes therein, but subject to the provisions of paragraphs 5 and 6 hereafter. Any application for service concurrently approved or hereafter approved shall likewise constitute a part of this agreement.

5. If during the term of this agreement the differential in rates between the normal M & I rate and the term M & I rate, as established by the District from time to

2/ If there is a connected water system of Water User serving either of said types of areas, and other areas, the form of this agreement must be first revised to provide for the method of treatment thereof.

in the same manner as upon original application, and shall file application therefor, or obtain the remainder of said requirement through any Exchange Pool or similarly named vehicle which may be established pursuant to the reserved jurisdiction of the Court in any of the referenced groundwater adjudications, to the extent the requirement is available therefrom.

4. This agreement is subject to all the provisions of said Resolution No. 15 -76, as heretofore amended, including, but not limited to, Part P thereof relating to subsequent changes therein, but subject to the provisions of paragraphs 5 and 6 hereafter. Any application for service concurrently approved or hereafter approved shall likewise constitute a part of this agreement.

5. If during the term of this agreement the differential in rates between the normal M&I rate and the term M&I rate, as established by the District from time to time, shall ever be less than Forty Dollars (\$ 40.00), this agreement may be cancelled by the Water User, by written notice actually received by District, no later than sixty (60) days after the effective date of the adjustment in rates creating such lesser difference. Said cancellation shall be effective no earlier than one full business day after the date of receipt of the written notice and no earlier than the effective date of said adjustment in rates--or at such later date as may be specified in the written notice. Cancellation shall not relieve the Water User of payment of any charges accrued through effective date of cancellation.

6. Within thirty (30) days of the execution of this agreement, and prior to each August 15 thereafter during the term of this agreement, Water User shall furnish to District a written estimate of its net imported M&I requirement for each calendar year, or portion thereof, then remaining under this agreement. This estimate shall not constitute a contractual obligation to take the estimated quantity. Nothing herein shall limit the right of District to require other and further reports pursuant to the powers reserved under paragraph 4.

7. Notwithstanding any other provision of this agreement, Water User agrees to pay District for a minimum quantity of five (5) acre-feet per annual period or any partial annual period under this Agreement, whether or not such quantity is ordered, unless failure of Water User to receive that quantity is due to inability of District to deliver.

8. If the Water User should at any time substantially fail to comply with this agreement, and District on account thereof terminates this agreement, or should Water User terminate the same other than for a reason hereinabove set forth, Water User shall be obligated to forthwith pay to District, in addition to any amounts otherwise owing to District, the difference between the amount of money which Water User was obligated to pay to District for water sold and

delivered pursuant to this agreement and the amount of money which Water User would have been obligated to pay to District had said water so sold and delivered been originally sold and delivered at the normal M&I rate. It is understood and agreed that compliance by Water User with this agreement for the full term thereof is a material consideration to District executing the same, and that the above is not a penalty but merely a provision whereby this agreement ab initio shall have been regarded as not applicable with the normal M&I rate applicable. Nothing herein contained is intended to foreclose the District from seeking such damages as it may sustain from any breach, substantial or not, whether or not such leads to District's termination of this agreement, or damages sustained by District from a termination of the same by Water User for a reason other than hereinabove set forth.

9. The annual period under this agreement shall be the calendar year, and if the first annual period be less than a full calendar year, "local water available to Water User" for that short annual period shall be in such proportion as the number of days under this agreement in that calendar year bears to 365. It is contemplated that any injunction and "physical solution" under any of the referenced judgments will be on a calendar year basis. If one should at any time be on another basis, Water User agrees to an amendment to the annual period under this agreement with such prorations as may be equitable to accomplish the purpose and intent of this agreement.

10. In lieu of Water User taking direct delivery from District of all water used, sold, or distributed by Water User for M&I use over and above quantities of local water available to Water User, and used, sold, and distributed by it, such supplemental water requirements may be taken by Water User under and pursuant to the provisions of the Exchange Pool contained in the amendment to judgment in the Tehachapi Basin adjudication, Kern County Superior Court No. 97210. If Water User's application states that it intends to obtain such requirements through the Exchange Pool, so long as it does so, no connection shall be required.


2039 11. This agreement shall have a term ending December 31, ~~19~~____. (Here insert the end of the calendar year which is closest to six years from the date of execution of this agreement by the first party executing the same, whether said date is more or less than six years in total.)

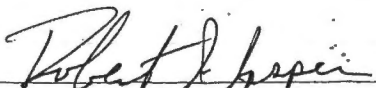
WHEREFORE, the parties have executed this agreement as of the dates opposite their respective signatures.

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

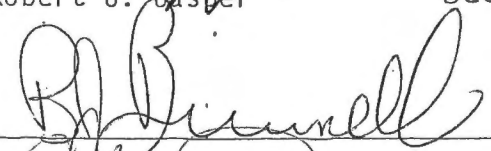
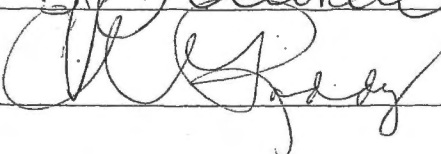
Dated: September 26, 1990

(SEAL)

By 
Karl M. Backes President

By 
Robert J. Jasper Secretary

Dated: 12-4-90


By 

**RIDER TO M & I AGREEMENT BETWEEN
TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
AND THE STATE OF CALIFORNIA ACTING BY
AND THROUGH THE DEPARTMENT OF CORRECTIONS**

1. Section 3 of Chapter 1548, Statutes of 1982, provides in pertinent part that "water service for the maximum security complex at Tehachapi authorized pursuant to section 2 of chapter 1122 of the Statutes of 1980 shall be purchased from the Tehachapi-Cummings Water District." Hence, except as otherwise provided herein, CDC shall use water purchased from the District, pursuant to the accompanying M & I Agreement, to supply all water needs of the two 500-bed maximum security institutions and for the 500 bed Level III facility, authorized by section 2 of Chapter 1122 of the Statutes of 1980.

2. Pursuant to section 2 of Chapter 1122, CDC shall utilize no water from the Cummings Basin for the "two prison facilities," referred to in paragraph 1, herein, without written consent of the Tehachapi-Cummings Water District. However, the Water District hereby consents to permit CDC to use Basin water, upon notification to the District and to the extent reasonably necessary, in the case of an emergency, including a situation in which the District's facilities cannot or do not supply water in sufficient quantity or quality to meet prison needs or CDC's facilities are incapable of treating water supplied by the District. However, CDC agrees that if CDC's treatment facilities are rendered incapable of treating an adequate water supply, CDC shall promptly take steps necessary to repair or replace the treatment facilities.

3. This agreement shall terminate December 31, 2039. However, in the event CDC is no longer required to purchase its water service for the "two prison facilities" described in paragraph 1, herein, from the District or is authorized to utilize water therefor from the Cummings Water Basin, CDC may terminate its Term M & I agreement upon one-year written notice to the District. If such one-year written notice is given, said termination shall not be subject to the terms and conditions set forth in paragraph 8 of the Term M & I agreement.

4. The District guarantees that the water provided to the "two prison facilities" shall be State Water Project water and shall be of a quality equal to that of State Water Project water.

5. CDC has paid to the District the total direct costs incurred by the District in acquisition and installation of a 10" double check valve line tap turnout, including a meter to measure the amount of water supplied by the District to CDC.

6. CDC has installed cross-connection valves and meters which shall record the use of any ground water from the Cummings Basin used for the aforesaid "two prison facilities." CDC shall forthwith, upon making any use of water from the Basin, pursuant to the emergency provisions contained in paragraph 2, above, give written notice thereof to the District and provide the District access to said meters.

7. No additional interests in property belonging to the State shall be conveyed to the District to enable it to perform its obligations under this agreement.

8. Obligations of CDC hereunder shall be subject to the availability of funds, to the occurrence of all conditions precedent, and to any approvals of this agreement which may be required by law.

9. Notwithstanding the incorporation in this agreement of Resolution No. 15-76, as amended, CDC shall not be bound by the following provisions of such resolution, as amended:

(a) CDC shall not be bound by Division II, PART B, Section 4, subdivision (b) which provides for special rates to be set in situations in which

"a majority of the property served by a water user (determined by value as to improved property, or either value or acreage as to unimproved property) is not subject to assessment for property tax purposes for the benefit of District and is owned by an entity which does not receive a majority of its revenues from taxpayers within this District;"

(b) CDC shall not be bound by Division II, PART H, Section 2, to the extent such provision purports to require CDC to indemnify the District, its agents, employees and independent contractors, when the negligence of District, its agents, employees and independent contractors, occasioned the claimed damage or expense;

(c) CDC shall not be bound by Division II, PART K, and PART O, Section 2, or any other section in which the District claims a right to all return flows into the

Cummings Basin resulting from water being imported and furnished by the District to any water user. The parties hereto acknowledge that both the District and CDC claim rights to return flows from imported water sold to CDC hereunder, whether such return flows are from (1) waste or seepage before or after delivery to CDC, or (2) percolation after or as a result of use or reuse of imported water delivered to the Water User, or (3) from recapture or utilization by the District of return flow from CDC land. Nothing herein shall be construed as a waiver or an admission against interest by either party of its claim to return flows.

In this regard, the parties acknowledge the pendency of Tehachapi-Cummings County Water District v. Frank M. Armstrong et al., Kern County Superior Court No. 97209, and agree that this Term M & I Agreement shall have no effect upon the interests of the respective parties in that litigation and shall not be construed as a waiver or admission against interest by either party of any legal right it might possess, or claim to possess, in connection with the above-captioned case.

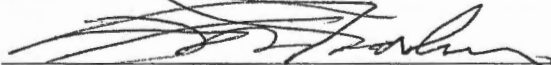
10. By this agreement, CDC does not acquiesce in, agree to or waive any rights to contest the legal applicability to it, or the legality of, any of the provisions contained in the Term M & I Agreement, District resolutions, or any amendments thereto, including, but not limited to, Part O, section 2 of the

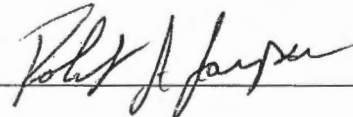
Term M & I Agreement and Part D, Section 10 of Resolution No. 15-76 (specifically, the assertion that the District is the Tehachapi Basin Watermaster).

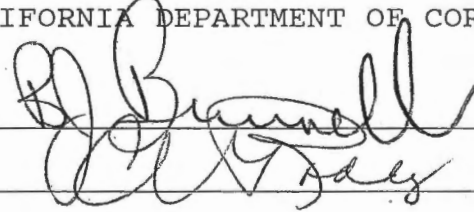
11. The District waives and releases CDC from all alleged claims arising under section 3 of chapter 1548 of 1982 Statutes for the past use of groundwater produced from the Cummings Basin in the two 500-bed maximum security institutions authorized by section 2 of chapter 1122 of 1980 Statutes.

12. Upon receipt of repayment of \$41,072.56, which represents the amount by which CDC was overcharged between July 1, 1988 and March 31, 1989, CDC waives and releases the District from all claims CDC has against the District for alleged overcharging by the District for water heretofore furnished CDC, including water paid for by CDC "under protest".

13. The provisions of this Rider shall control and prevail over any conflicting provisions in the agreement, District Resolutions or Amendments thereto, present or future.

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
DATED: 9/26/90 By  President

By  Secretary

CALIFORNIA DEPARTMENT OF CORRECTIONS
DATED: 7-20-89 By 

FIRST AMENDMENT TO TERM M&I AGREEMENT

THIS AGREEMENT is executed in duplicate on this 20th day of August, 2008 between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF CORRECTIONS AND REHABILITATION ("CDC&R"), and TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a county water district organized and existing by virtue of the provisions of Division 12 of the Water Code (§§ 30000 et seq.) (the "District");

WITNESSETH

WHEREAS, the parties wish to amend the Term M&I Agreement dated December 4, 1990 between the parties primarily to allow CDC&R to pump return flows of State Water Project water from the Cummings Basin in lieu of taking surface delivery thereof, thereby saving the cost of treatment, and secondarily to provide an imported water supply for future expansions at CDC&R's California Correctional Institution, Tehachapi, including so-called "infill beds" authorized by AB900 (Stats. 2007, ch. 7);

Now, therefore, IT IS AGREED AS FOLLOWS:

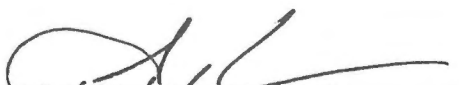

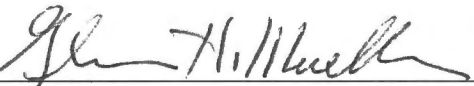
1.00 Amendment. The Term M&I Agreement dated December 4, 1990 is hereby amended effective January 1, 2005 by replacing the Rider attached thereto as Exhibit A with the Amended and Restated Rider attached hereto as **Exhibit A**.

2.00 Scope. Except as amended above, the Term M & I Agreement dated

ORIGINAL
053

December 4, 1990 remains in full force and effect.

IN WITNESS WHEREOF, CDC&R and the District have executed this First Amendment to Term M&I Agreement as of the date and year first hereinabove written.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION	TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
By  Its <u>Christ Dep. Secretary</u>	By  Harry M. Cowan, President
By _____ Its _____	By  Glenn Mueller, Secretary
"CDC&R"	"District"

AMENDED AND RESTATED RIDER TO M & I AGREEMENT
BETWEEN TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
AND THE STATE OF CALIFORNIA ACTING BY
AND THROUGH THE DEPARTMENT OF CORRECTIONS
AND REHABILITATION

1. Section 3 of Chapter 1548, Statutes of 1982, provides in pertinent part that “water service for the maximum security complex at Tehachapi authorized pursuant to section 2 of chapter 1122 of the Statutes of 1980 shall be purchased from the Tehachapi-Cummings Water District.” The District agrees to sell to CDC&R and CDC&R agrees to purchase from the District return flows, as defined hereafter, pursuant to the accompanying M&I Agreement, to supply all water needs of the two 500-bed maximum security institutions and the 500-bed level III facility, authorized by section 2 of Chapter 1122 of the Statutes of 1980, and any additional facilities which may be constructed on CDC&R's property in the Cummings Basin in the future, including those authorized by AB 900 (Stats. 2007, ch. 7), provided, however, when CDC&R's annual demand for return flows hereunder exceeds 1050 AF in any calendar year (“Additional Demand”), CDC&R shall acquire for, and cause to be transferred to the District, by means of an amendment to the District's existing Water Supply Contracts with the Kern County Water Agency, additional Table 1 State Water Project (“SWP”) entitlement in an amount (AF/yr) equal to twice the Additional Demand (hereafter “Additional SWP Entitlement”) at no cost or expense to the District. The District at CDC&R's expense will pump from its turnout in the California Aqueduct and spread in the Cummings Basin so much of the Additional SWP Entitlement as necessary to meet the Additional Demand. CDC&R shall pay the District the full contract charges paid by the District to the Kern County Water Agency attributable to Additional SWP Entitlement and Additional Demand water and the full cost incurred by the District to pump Additional Demand water from the California

Aqueduct and recharge such water in the Cummings Basin, including, but not limited to, the cost of natural gas to operate the pumps, other fuel related charges, such as lube oil, and natural gas surcharge tax payable to the State Board of Equalization, and District labor and administration. "Return flows" as used in this Rider means either (a) waste, seepage or percolation during or after use of State Water Project water or other non-native water imported into the Cummings Basin by the District or (b) State Water Project water or other non-native water which the District has intentionally spread for storage in the Cummings Basin or (c) a combination of (a) and (b), as the District in its sole discretion elects to provide to CDC&R.

2. Return flows supplied by the District to CDC&R as provided in paragraph 1 above shall be delivered underground in the Cummings Basin at the depth of groundwater as it fluctuates in CDC&R's wells. CDC&R shall use return flows to provide water service to the facilities described in paragraph 1 of the Rider above and for no other purpose. CDC&R shall allow the District to install telemetric meter reading devices on each of CDC&R's wells. CDC&R shall allow District personnel to come onto CDC&R's property when requested to verify the accuracy of CDC&R's meters and maintain and calibrate the District's telemetric equipment. CDC&R shall confine the exercise of its overlying rights in the Cummings Basin to supply the needs of California Correctional Institution at Tehachapi, Units I and II, defined as those portions of the prison in existence prior to the enactment of Section 3 of Chapter 1548, Statutes of 1982, as they may exist today, or be modified or rebuilt in the future, with the proviso that any future modification or expansion of those facilities may not enlarge the use of the overlying right beyond 565 acre feet per year. The first 282.5/AF of water pumped by CDC&R from its wells from January 1 through June 30 and from July 1 through December

31 shall be presumed to be in exercise of CDC&R's overlying rights and used in Units I and II. All water pumped by CDC&R from its wells in excess of 282.5/AF in any such six month period shall be presumed to be return flows delivered to CDC&R by the District hereunder.

3. This agreement shall terminate December 31, 2039, provided, however, if the terms of the District's two Water Supply Agreements with the Kern County Water Agency are extended beyond December 31, 2039 without any substantive changes affecting the District's rights thereunder, then the term of this agreement shall likewise be extended.

4. CDC&R shall pay the District for the first 350/AF of return flows sold hereunder in each six month billing period (January 1-June 30 and July 1-December 31) at the same price as established by the District for recharge water sold in the Cummings Basin to retail purveyors having Term M&I Agreements with the District which agreements have been amended to allow the taking of recharge water in lieu of deliveries of imported water (the "Term M&I Rate"). For the next 175/AF of return flows sold hereunder in each six month billing period, CDC&R shall pay the District at the normal M&I price established by the District (the "Normal M&I Rate"). For return flows sold hereunder in excess of 525/AF in any such six month billing period (i.e., Additional Demand water), CDC&R shall pay the District the full contract cost paid to the Kern County Water Agency for the Additional SWP Entitlement and the full cost to pump return flows purchased hereunder and spread Additional Demand water, as stated in Paragraph 1 above. The District shall provide CDC&R with a detailed accounting of the components of the charges for Additional Demand water which shall be included with District invoices. CDC&R shall have the right to inspect and audit the District's records of costs incurred pertaining to Additional SWP Entitlement and Additional Demand water which records the District shall maintain for five years. The District shall

invoice CDC&R in July and January for water sold from January 1 through June 30 and from July 1 through December 31, respectively, of each year. Payment shall be due within 30 days of invoice date. CDC&R acknowledges that the District adjusts its Term M&I Rate and its Normal M&I Rate April 1 and August 1 of each year.

5. CDC&R shall have the right to take deliveries of State Water Project water on the surface in lieu of return flows through the existing ten inch double check valve line tap turnout on the District's main transmission line within CDC&R's property, provided, however, CDC&R shall provide the District with at least one year's prior notice thereof, which notice shall include a schedule showing the amount of State Water Project water which CDC&R wishes to take each month in lieu of return flows. The price for State Water Project water delivered on the surface shall be the same three tier pricing as for return flows as provided in Paragraphs 1 and 4 of this Rider provided, however, there shall be no spreading charge; the time and manner of payment shall be the same as provided in Paragraph 4 of this Rider.

6. CDC&R acknowledges the District's right to and ownership of all return flows into the Cummings Basin resulting from State Water Project water or other non-native water being imported and furnished by the District to any water users within the Cummings Basin or resulting from the intentional spreading by the District of imported water for storage in the Cummings Basin. Neither party shall take any position in Kern County Superior Court Case No. 97209 inconsistent with or detrimental to the terms and provisions of this agreement. This agreement is made and entered into without prejudice to the rights of the State of California and CDCR to dispute the ownership of return flows in other basins within the State of California, and shall have no collateral estoppel or res judicata effect, or be utilized in any way in any other water adjudication in the State of California.

7. Notwithstanding the incorporation of this agreement of Resolution No. 15-76, as amended, CDC&R shall not be bound by Division II, PART H, Section 2, to the extent such provision purports to require CDC&R to indemnify the District, its agents, employees and independent contractors, when the sole negligence of the District, its agents, employees and independent contractors, occasioned the claimed damage or expense.

8. By this agreement, CDC&R does not acquiesce, agree to or waive any rights to contest the legal applicability to it, or the legality of, the provision contained in part O of section 2 of Resolution No. 15-76 to the effect that the District's interpretation of such resolution is final.

9. The District waives and releases CDC&R from all alleged claims arising under section 3 of chapter 1548 of 1982 Statutes or the Term M&I Agreement for the past use of groundwater produced from the Cummings Basin.

10. The provisions of this Rider shall control and prevail over any conflicting provisions in the Term M&I Agreement to which this Rider is attached, District Resolutions or Amendments thereto, present or future.

11. The District's obligations hereunder to provide CDC&R with return flows are conditioned upon the District's continued ability to recharge SWP water into the Cummings Basin without treating such water and without obtaining waste discharge requirements from the California Regional Water Quality Control Board or other permits from other governmental agencies claiming jurisdiction over the recharge of SWP water into the Cummings Basin.

	TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
--	--

Dated: <u>August 20</u> , 2008	By <u>Harry M. Cowan</u> Harry M. Cowan, President
Dated: <u>August 20</u> , 2008	By <u>Glenn H. Mueller</u> Glenn Mueller, Secretary
	"District"
	CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
Dated: <u>August 19</u> , 2008	By <u>[Signature]</u> Its <u>Chief Dep. Secretary</u>
	By _____ Its _____
	"CDC&R"

Appendix 4

Tehachapi-Cummings County Water District

Cummings Basin Native Safe Yield Allocations for 2019 (ESTIMATED)

Municipal & Industrial (M&I) Uses	AF per Year
California Correctional Institution	565
Stallion Springs CSD	187
Private domestic pumpers	105
Fairview Water Company	42
Commercial/Industrial pumpers	24
Bear Valley CSD	2
Total	925

Mixed-Use Commercial Pumpers	Dom. AFY	Comm. AFY	Total AFY
Triassic Legacy Vineyard	1.00	0.59	1.59
Souza Family Vineyard	1.00	0.37	1.37
Dorner Family Vineyard	1.00	1.41	2.41
Ostrich Farm (Brust)	0.45	0.10	0.55
Rose Event Center (Weinroth)	1.00	0.85	1.85
Moessner Farm & Restaurant	1.25	0.61	1.86

SSCSD in-basin	Parcels
Signed improved parcels	589
Unsigned improved parcels	62
Vacant parcels	267
Total	918

BVCSD in-basin	
Signed improved parcels	22
Unsigned improved parcels	54
Vacant parcels	11
Total	87

Fairview in-basin	
Improved parcels	84
Vacant parcels	51
Total	135

Commercial	
Improved parcels	17
Private domestic	
Improved parcels	100

Appendix 5

APPENDIX 5 - 2019 ESTIMATED AG ALLOCATION

Tehachapi-Cummings County Water District

Cummings Basin Native Safe Yield Allocations for 2019 (ESTIMATED)

User	Irrig. Ac.	Alloc/Ac	Use Factor	Total Alloc	2018 Extr	Diff
Grimmway Enter. ¹	2124	0.86	1	1817	2298	-482
Triassic Legacy	4	0.86	1	3	6	-2
Tehach Wine & Cattle ²	5	0.86	1	4	0	4
Dorner ²	10	0.86	1	9	0	9
Ostrich Farm ²	5	0.86	1	4	0	4
Moessner ²	3	0.86	1	3	0	3
JBD Sales2	1	0.86	1	1	0	1
Sun Star (Chang) ²	13	0.86	1	11	0	11
Bell Family Trust ³	7	0.86	1	6	0	6
SunSelect (row crops) ⁴	116	0.86	1	99	0	99
SunSelect (greenhouse) ⁵	64	0.86	1.5	82	225	-143
Millenium Pacific ⁶	20	0.86	1.5	26	10	16
TOTAL AG IRRIG ACREAGE	2372			2065	2539	-474
TOTAL AG ALLOCATION				2065		
ALLOCATION/IRRIG ACRE				0.86		

Use Factor = 1 for standard, Mar-Oct growing season (8 months)

For indoor crops, Use Factor = 1.5 to accommodate 12 months growing season

¹ 2018 extractions include acreage/extractions performed by others in 2018 (Ha and Bornt). Grimmway's use is estimated to be less.

² No usage reported to TCCWD. Meters may or may not be in place.

³ No well use reported. Surface water used and billed.

⁴ Acreage fallow in 2018. SunSelect reported 116 acres to be planted in 2019.

⁵ Extraction similar in 2017 and 2018. One half of extracted groundwater billed to customer and recharged by TCCWD. Billed and recharged portion credited back to natural extraction total. Actual extraction = 450.32 AF. Note that 100% use is consumptive (no return flow to basin).

⁶ Partial year usage in 2018. Note that 100% use is consumptive (no return flow to basin).

Appendix 6

Telephone: (____) ____ - ____
Facsimile: (____) ____ - ____
E-Mail: _____
Attorney for _____

SUPERIOR COURT OF CALIFORNIA
COUNTY OF KERN

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

Plaintiff,

vs.

FRANK ARMSTRONG, et al.,

Defendants.

Case No.: 97209

**NOTICE OF MOTION AND MOTION
FOR LEAVE OF COURT TO
INTERVENE TO BECOME A PARTY
TO THE AMENDED AND RESTATED
JUDGMENT AND PHYSICAL
SOLUTION; DECLARATION OF
_____ IN
SUPPORT THEREOF**

Date:
Time:
Dept:
Judge:

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on _____, 20____, at _____ [time], or as
soon thereafter as the matter may be heard, in Department ____ of this court, located at 1415
Truxtun Ave, Bakersfield, California, _____ [name of intervenor]
(**Intervenor**) will move for an order granting leave to intervene in this action to become a party
to the Amended and Restated Judgment and Physical Solution, substantially in the form attached
hereto as **Exhibit A**.

The motion will be made on the grounds that Intervenor owns land in the Cummings
Basin Area and is not a party to the Amended and Restated Judgment and Physical Solution.

1 The motion will be based on this notice of motion and motion, the declaration of
2 _____ [*name*] herein below, the papers and records and file in this
3 action, and such oral and documentary evidence as may be presented at the hearing on the
4 motion.

5 DATED: _____, 20____

6 _____ [*firm name, if any*]

7 By: _____ [*signature*]

8 _____ [*typed name*]

9 Attorney for _____ [*moving party*]

DECLARATION OF _____

I, _____, declare under penalty of perjury as follows:

1. I am the proposed intervenor [*OR: I am the _____ of the proposed intervenor _____*] in the above-captioned matter. I personally know the facts stated in this declaration and, if called as a witness, could and would competently testify to the facts set forth herein.

2. I am a record owner [*OR: I am the authorized representative of the record owner entity*] of certain real property located in the Cummings Basin Area, identified as Assessor Parcel Number(s) _____. I am [*Or:* _____ *is*] not a party to the above-captioned matter and am [*Or: is*] willing to be subject to the Amended and Restated Judgment and Physical Solution and be bound by its terms.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on _____, 20____.

By: _____ [signature]
 _____ [typed name]

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EXHIBIT A

1 _____
2 _____
3 _____
4 Telephone: (____) ____ - ____
5 Facsimile: (____) ____ - ____
6 E-Mail: _____
7 Attorney for _____

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF KERN

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

13 Plaintiff,

14 vs.

15 FRANK ARMSTRONG, et al.,

16 Defendants.
17 _____

Case No.: 97209

**[PROPOSED] ORDER GRANTING
MOTION FOR LEAVE OF COURT TO
INTERVENE TO BECOME A PARTY
TO THE AMENDED AND RESTATED
JUDGMENT AND PHYSICAL
SOLUTION**

Date:
Time:
Dept:
Judge:

18 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

19 The Motion for Leave of Court to Intervene to Become a Party to the Amended and
20 Restated Judgment and Physical Solution (**Motion**) by proposed Defendant-Intervenor
21 _____ [*name of intervenor*] came on for hearing before this Court
22 on _____, 20____, at _____ [*time*].
23

24 The Court, having considered the Motion and all supporting and opposing documents,
25 and having heard oral argument of counsel, and otherwise being duly advised on all matters
26 presented on this cause, and finding good cause appearing, hereby orders as follows:

27 ///

1. Pursuant to Section 10 of the Amended and Restated Judgment and Physical Solution (“Judgment”) entered in this action, _____ [*name of intervenor*] is hereby granted leave to intervene in the Judgment in the above captioned action.

2. The Judgment is amended to reflect the intervention of _____
[*name of intervenor*] as a Party to the Judgment.

3. _____[*name of intervenor*] is authorized to produce groundwater from the Cummings Basin Area, subject to compliance with the requirements set forth in the Judgment.

IT IS SO ORDERED.

DATED: _____, 20____

Judge of the Superior Court

Appendix 7

1 _____
2 _____
3 _____
4 Telephone: (____) ____ - ____
5 Facsimile: (____) ____ - ____
6 Email: _____

7 Attorney for _____

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF KERN

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

13 Plaintiff,

14 vs.

15 FRANK ARMSTRONG, et al.,

16 Defendants.
17

Case No.: 97209

**DESIGNATION OF NAME AND
ADDRESS FOR RECEIPT OF
WATERMASTER COMMUNICATIONS**

Date:
Time:
Dept:
Judge:

18 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

19 _____ [party name] hereby designates the following name
20 and address to be used for receiving all Watermaster communications:

- 21 • NAME: _____
22 • MAILING ADDRESS: _____
23 _____
24 _____
25 • EMAIL ADDRESS: _____

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If an email address is provided above, _____ [party name]
consents to receiving Watermaster communications at that email address.

DATED: _____, 20____
_____ [firm name, if any]

By: _____ [signature]
_____ [typed name]
Attorney for _____ [moving party]

EXHIBIT B

EXHIBIT B

Stipulating Parties:

Bear Valley Community Services District
Michael Belgarde, as trustee of the Michael
and Marion Belgarde Trust
CEFF II Tehachapi Property, LLC
Grimmway Enterprises, Inc.
Terry E. Kohkonen
Lindsay E. Shaw, as trustee of the Lindsay
E. Shaw Family Trust
Thomas J. Smeeks
Tammy L. Smeeks
Stallion Springs Community Services
District
Tehachapi Unified School District
Solveig A. Thompson, as trustee of the
Solveig A. Thompson Trust
Lynn E Wolfe, as trustee of the Lynn E
Wolfe Trust

Consenting Parties:

Andrew S. Adams, as trustee of the Adams
Family Trust
James Atwood
Kurt P. Balliet
Deanna Barnes
Justin Barnes
Marion Belgarde, as trustee of the Michael
and Marion Belgarde Trust
Barry Blagg
Cheryl Jean Boyle, as trustee of the
Richard Hugh and Cheryl Jean Boyle
Revocable Trust
Jackie Marie Brannon
Cheri Briscoe, as trustee of the Cheri
Deane Briscoe Trust
Clinton L. Bryant
Simonne A. Bryant

Consenting Parties (continued):

Paul David Burgess, as trustee of the
Burgess and Warrack Family Trust
James D. Burns, as trustee of the James D.
Burns Family Trust
Linda M. Carhart, as trustee of the Carhart
Family Trust
W. James Carhart, as trustee of the Carhart
Family Trust
Crooked Horn, LLC
Crystal Organic Farms, LLC
Chris Cummings
Kendra Cummings
Barbara Anne Del Torto, as trustee of the
Loneen G. and John T. Cass Family
Trust
Diamond Farming Company
Bonnie S. Ditmyer, as trustee of the Robert
and Bonnie Ditmyer 2019 Trust
Robert A. Ditmyer, as trustee of the Robert
and Bonnie Ditmyer 2019 Trust
Niles L. Dugan, Jr.
Wanda J. Dugan
Tommy Charles Dunning
Lynn M. Eaton, as trustee of the Lynn M.
Eaton Trust
Sandra L. Erickson, as trustee of the
Erickson Family Trust 2003
Fairview Ranches Owners' Association,
Inc.
The Farm of the Morning Light LLC
Barbara Ferrante
Andriette Ferrari, as trustee of the
Andriette Ferrari Trust
Leslie A. Figge
Girard Fisher
Linda Fisher

Heinz D. Fleczonek, as trustee of the Fleczonek
 Family Trust
 Susan C. Fleczonek, as trustee of the Fleczonek
 Family Trust
 Amy Lee Freeman
 John David Freeman
 Anthony H. Gallo
 Gail Shannon Gallo
 Kenneth E. Gates
 James A. Gilliland, as trustee of the
 Marjorie L. Gilliland Trust
 Noel G. Gonzalez
 Sondra G. Gonzalez
 Brandon Griffiths
 Mahala Griffiths
 Larry Grimshaw
 Beth A. Hamilton, as trustee of the Van
 Atta Hamilton Trust
 Teda M. Hudson
 Silvia M. Jackson
 Gloria J. Jelsvik, as trustee of the Jelsvik
 Revocable Living Trust
 Michael A. Jelsvik, as trustee of the Jelsvik
 Trust
 Robert E. Jelsvik, as trustee of the Jelsvik
 Trust
 Gary Odell Jones
 Valerie D. Jones
 Glenn James Jorian
 Ruth E. Jorian
 Gabriel Kaehler
 Eun Hee Kim
 Sook Hee Kim
 Paulette Koenig
 Richard Koenig
 Susan K. Kohkonen
 Grace Lillian Konosky, as trustee of the
 Pawja Trust
 Brook R. Lane
 Amy L. Lang

Thomas M. Lang
 Lapis Land Company, LLC
 Danwei Lin
 Nicolette Lonski
 Hongmei Lujan
 James Richard Mann II, as trustee of the
 James Richard Mann II Trust
 James R. Mann III
 Karly S. Mann
 Marleys Mutts Dog Rescue
 Kathleen Martin
 Sybil A. Matzinger
 William F. McCool
 Douglas Krug McDaniel
 Pauline Marie Medina
 Milano Land & Cattle Company, LLC
 Millennium Pacific Greenhouses Inc.
 Ursula Marie Moessner, as trustee of the
 Moessner Farm Trust
 Brandon D. Nichols
 Christina Louise Norris
 John Michael Norris
 Dexter L. Owens
 Michelle Owens
 Pacific Telephone and Telegraph Company
 Cynthia J. Patterson
 David Patterson
 Gary Pentis
 Janet Pentis
 Fabian Andres Perez, as trustee of the
 Perez Family Trust
 Luciana S. Ambrosino Perez, as trustee of
 the Perez Family Trust
 Rector J. Peterson
 Marjorie Ann Pfister
 Bodril Toledo Pineda
 Jean Prel
 Mary Lou Reed
 Terry L. Reed
 John D. Rich

Arnold Rios
 Candace Rios
 Sonoko Sakai
 Louise Schatz, as trustee of the Carl O.
 Schatz Living Marital Trust
 Robert Schultz, as trustee of the Robert
 and Marcia Schultz Family Trust
 Shepherd of the Hills Church, Inc.
 Carolyn E. Slimak
 Taylor M. Slimak
 Jacob L. Spitzer
 Stowell Ranch Water Association, Inc.
 Teresa J. Sturn, as trustee of the Adams
 Family Trust
 Sun Star USA Enterprise, Inc.
 Daniel S. Sweeney, as trustee of the Daniel
 S. and Sherry Lynn Sweeney Joint
 Living Trust
 Sherry Lynn Sweeney, as trustee of the
 Daniel S. and Sherry Lynn Sweeney
 Joint Living Trust
 Tanimura and Antle Land Company, LLC
 Tehachapi Masonic Building Association
 Gayle Torres
 Juan L. Torres
 David A. Towery
 Maggie Towery
 Cody J. Travis
 Sandra S. Travis
 Michael A. Van Atta, as trustee of the Van
 Atta Hamilton Trust
 Rhonda Vandever
 Mary C. Warrack, as trustee of the Burgess
 and Warrack Family Trust
 Lorie Weinroth
 Xiaoyan Wen
 Joann L. Wilson
 Marion S. Wilson
 Cheryl L. Wright, as trustee of the Wright
 Family Trust

Robert C. Wright, as trustee of the Wright
 Family Trust
 Otis Harrison Yette II

Original Parties:

Tehachapi-Cummings County Water
 District, a body corporate and politic
 Frank Armstrong
 Phyllis Armstrong
 Chester Ashford
 Ruby Terry Ashford
 Gertrude H. Austin
 Irving P. Austin
 Mary Banducci
 Robert C. Baumbach
 Audrey Jean Benefiel
 Marcel Bernatene
 Marguerite Bernatene
 Benguet California, Inc., a corporation
 L.C. Burns
 State of California, Youth and Adult
 Corrections Agency of The State of
 California, Department of Corrections
 of The Youth and Adult Corrections
 Agency of The State of California,
 California Correctional Institution at
 Tehachapi
 Don I. Carroll
 Owen L. Carter
 Viola B. Carter
 Charles E. Christopher
 Winnie Christopher
 Corporation of America, a corporation, 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
 Fireman'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 the
 Estate of Isola Marchetti
 Clyda F. Guthrie
 Delmar W. Guthrie
 John R. Haycox
 Heritage Investment Corp., a corporation,
 as Trustee under deed of trust
 Mabel G. Hocker
 Everett D. Kiefer
 Vada B. Kiefer
 Kathleen Kurland
 Wallace R. La Flamme
 Bette Lamb ask Elizabeth Louise Lamb
 Elizabeth Lamb as Executrix of the Estate
 of J. O. Lamb, deceased
 Hazel A. Merritt
 Elsie Mettler
 Eugene Mettler
 Mettler & Armstrong, a co-partnership
 Wade D. Midkiff
 Mary Alice Monroe
 Robert C. Monroe
 Mountain Valley Farms, a co-partnership
 Eva Lucille Nylander aka E. L. Nylander
 Ralph W. Nylander
 Virginia Baker Palance

Walter Jack Palance
 Dorothy Porter
 William Porter
 San Marino Escrow Company, a
 corporation, as Trustee under deed of
 trust
 Bernard Sasia
 Ethel E. Schmidt
 Security First National Bank, a
 corporation, as Trustee under deed of
 trust
 Billie Jean Siemen
 Sherman Paul Siemen
 Virginia Hunter Smith
 H. M. Sprinkle aka Milo Sprinkle
 W. F. Sprinkle, Jr.
 Staben Land Company
 Frank Paul Staben
 Jeanne P. Staben
 William Paul Staben, Jr.
 William Paul Staben, Sr.
 Stern Realty Company
 Title Insurance and Trust Company, a
 corporation, as Trustee under deed of
 trust
 Western Mutual Corporation, a
 corporation, as Trustee under deed of
 trust
 Wilshire Escrow Co., a corporation, as
 Trustee under deed of trust

Defaulting Parties:

Enrique V. Alvarez
 Leonor M. Alvarez
 James B. Arnold
 Sally Lou Arnold
 Brenda G. Barbabella
 Robert H. Barbabella
 Donna Bash
 Mark Bash
 Joan N. Benz

Paul J. Benz
 Paul M. Benz
 Michael James Dorkin, Jr.
 Ryan W. Eaton
 Tammy Fino
 Jaskaran Singh Gosal
 James C. Ha
 Monica E. Haskell
 Lisa Karlstein Francey
 Sonja Kirby
 Wilbur Kirby
 David Kun Sik Ha
 Kyung Ran Ha
 Jane Lee
 Marie A. Memoli
 Raymond C. Memoli
 Jessie Surio Perez
 Jaime F. Puente
 Michael F. Russell
 Sarah Russell
 Katsuhisa Sakai
 Aldrian Santiago
 Cheri M. Spitzer
 Grant Mark Wade
 Danielle Nicole Watkins
 Kyle Reese Watkins
 Catherine L. White
 David Woods
 Daryl Yokum

 Da Pro Rubber, Inc.
 Cummings Valley Farms LLC
 J S Arnold Legacy, LLC
 Rogers Family Cummings Valley, LLC

 John H. Carfrae, as trustee of the John H.
 Carfrae and Janice L. Carfrae Revocable
 Trust
 Janice L. Carfrae, as trustee of the John H.
 Carfrae and Janice L. Carfrae Revocable
 Trust

Christopher Crandall Cummings, as trustee of the
 Robert A. and Shirley J. Cummings Revocable
 Trust
 Michael J. Dorner, as trustee of the Dorner
 Revocable Family Trust
 Michele A. Dorner, as trustee of the
 Dorner Revocable Family Trust
 Margaret Griffith, as trustee of the
 Margaret Griffith Trust
 Richard Jack Keehmer, Sr., as trustee of
 the Richard and Janise Keehmer Trust
 Janise June Keehmer, as trustee of the
 Richard and Janise Keehmer Trust
 Dorand A. Kline, as trustee of the Dorand
 A. Kline Trust
 Carmen Kehoe, as trustee of the Kehoe
 Family Trust
 George J. Marantos, Jr., as trustee of the
 George and Margaret Marantos Trust
 John Mohme, as trustee of the John
 Mohme Trust
 Russell Patrick O'Quinn, as trustee of the
 Russell and Mary O'Quinn Trust
 Mary Alice O'Quinn, as trustee of the
 Russell and Mary O'Quinn Trust
 Dennis R. Osmanson, as trustee of the
 Osmanson Family Trust
 Donna Jean Osmanson, as trustee of the
 Osmanson Family Trust
 Cathy Pereira, as trustee of the
 Aphesssetche Family Revocable Living
 Trust
 Chia Chi Shue, as trustee of the Chia Chi
 Shue Trust
 Marti Sprinkle, as trustee of the Marti
 Sprinkle Family Trust
 Robert Jay Young, as trustee of the Young
 Family Trust
 Trace Ramacieri Young, as trustee of the
 Young Family Trust