

REPORT OF BOARD OF DIRECTORS OF
BUENA VISTA WATER STORAGE DISTRICT
TO
HON. EDWARD HYATT, JR. STATE ENGINEER,
UPON
DISTRICT PLAN.

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- J - List of landholders under sales agreement with Miller & Lux (see p. 11 of report)

REPORT OF BOARD OF DIRECTORS OF
BUENA VISTA WATER STORAGE DISTRICT

TO

HON. EDWARD HYATT, JR. STATE ENGINEER,

UPON

DISTRICT PLAN.

INTRODUCTION:

In July 1922, a petition was filed for the formation of a district in Kern County under the provisions of the California Water Storage District Act, comprising 125,890 acres of land at present participating in the rights to second point water under the Miller-Haggin agreement, of which 26520 acres comprising reservoir lands not subject to assessment for benefits. A hearing was held before the State Engineer on September 8, 1922, and thereafter a preliminary report was prepared by the writer purporting to show the water supply available, the proposed district service to the included lands and the approximate cost of the project. This report was submitted to the State Engineer and placed in the hands of Mr. S. T. Harding, Consulting Engineer, for analysis. Subsequently Mr. Harding reported his findings and recommendations to the State Engineer in the form of a report entitled "Report on Feasibility of Proposed Buena Vista Water Storage District, Kern County, 125,890 acres prepared for the State

Engineer of California in compliance with Section 5 of the Water Storage District Act by S. T. Harding, Consulting Engineer."

In his report Mr. Harding recommended, among other things, the reduction in size of the district, the acreage recommended being 78825 acres of which 25459 acres comprised reservoir lands not subject to assessment for benefits. His recommendations were accepted by the proponents of the district, and on July 28, 1924, an election was held for the formation of the Buena Vista Water Storage District. Said district was organized and a Board of Directors elected but nothing was done, outside of some conferences with interested parties in the neighboring Kern River Water Storage District, until March 1926.

PURPOSE OF DISTRICT:

The lands at present included in the district consist of a large proportional ownership by Miller & Lux Incorporated with relatively small holdings by other parties. The Miller & Lux lands are mostly in one body, and since they are being gradually sold off in smaller ownerships, it is desirable to put the irrigation and reclamation systems now existing and necessary for the lands into a form for operation and management more workable for the new conditions than that at present existing. For this purpose it is contemplated that the district will acquire by purchase from the present owners the present reclamation works, storage works, drainage works and

irrigation works sufficient for the delivery of water to each 160 acres of irrigable land. In addition it is proposed that such new works and improvements be constructed as are necessary or desirable to increase the efficiency of the irrigation system.

LANDS INCLUDED:

The lands included in the district are shown on the attached map entitled "Map of Proposed Buena Vista Storage District" and may be classified geographically into four tracts as follows:

(1) Lands of Miller & Lux and others lying east of Buena Vista Lake and south of the Kern River Water Storage District, comprising 4247 acres in Ts. 31 and 32 S., Rs. ~~25~~²⁶ and ~~27~~²⁷ E., of which 3015 acres are the property of Miller & Lux and 1232 acres belong to the Los Angeles Athletic Club. These are agricultural lands proposed to be served directly from Kern River through a canal to be constructed from Second Point of Measurement. The physical works on this tract consist of a canal from a point in the west line of Sec. 30, T. 31 S., R. ~~25~~²⁶ E. running easterly through the entire tract.

(2) Lands in Ts. 31 and 32 S., Rs. ~~24~~²⁴ and ~~25~~²⁵ E., consisting of 25459 acres of which 2920 acres are the property of Miller & Lux and 22539 acres are the property of Buena Vista Reservoir Association. The entire tract is devoted to reservoir purposes, and while it has not been flooded for the two years prior to 1927 and was to a large extent under culti-

vation, it is entirely devoted to the storage of water during normal years. The physical works appertaining to this property consist of the East Levee, the Inlet and Outlet Canals and the North Levee, all of which are the property of the Reservoir Association. In addition it may be stated that Cole's Levee was built by the Reservoir Association and is necessary to prevent Kern River waters from entering the lake except under control, but the Bakersfield-Taft County highway has now been built along the top of this levee and is maintained by the county. The ownership, therefore, is questionable, but necessity of maintaining it against river floods is a vital matter with the district and therefore the obligation so to do should rest with the district.

It may be here stated that the Reservoir Association consists of the following interests their proportioned ownership being as below given.

Miller & Lux	84.193%
Kern County Land Co..	4.563
Wells652
Barnett652
Carmel Cattle Company	9.940

(3) This tract comprises lands in Buena Vista swamp lying between the East Side and West Side Canals of Miller & Lux and extending from the southeast corner of Section 14, T. 30 S., R. ~~23~~²⁴ E. northwesterly to the highway from Wasco to Lost Hills. This tract consists of 46399 acres until recently under following ownership.

Miller & Lux	41874 acres
Wells	640 acres
Barnett	640 acres
Carmel Cattle Co.	3245 acres

Some sales have been made recently by Miller & Lux as well as by Wells and Barnett so that the ownership at present is somewhat different from that above given.

The ownership as of June 1st, 1927 is as follows:

Lands owned in fee simple.

Miller & Lux	39,712 acres	
Carmel Cattle Company	3,245 acres	
W. T. Wells	355 "	} Paul Wells Barnett Ranch
Samuel Linton	85 "	
Andrew Gregg	80 "	
Edward I. Porter	40 "	
Preston Powers	40 "	
Clarence W. Miller	40 "	
G. H. Neilsen	160 "	
J. B. Couzza	160 "	
Kern Valley Water Company	4 "	43,921

Lands held under sales contracts.

David Linton	160 acres	- ? NAB
G. W. Rush	80 "	- NAB
Kate M. and Lucy E. Miller	40 "	- W&B
Steve Chicca	40 "	- W&B
Colin F. Whittier	1256 "	
C. Y. Baker	20 "	✓
Jessie N. Orton	20 "	✓
R. L. Jensen	40 "	✓
J. & A. Gilbreth	84 "	✓
E. S. Fisher & H. Kelley	44 "	✓
O. L. Wood	6 "	✓
J. & A. Zobrosky	4.90 acres	✓
J. Hughes	7.55 "	✓
C. S. Horton	7.25 "	Cancelled
Jessie F. Smyth	10.00 "	
Honolulu Consolidated Oil Company	657.91 "	2,477.61
		<u>46,398.61</u>

The properties to be acquired on this tract consists of Flood Water Canals, Irrigation Canals and Drainage Canals. The land is wholly agricultural and forms the main part of the district to be benefited.

(4) This tract consists of 2,720 acres lying in T. 25 S., Rs. 22 and 23 E. The land is agricultural and entirely under the ownership of Miller & Lux. The physical works to be acquired consists of a canal diverting water from the Goose Lake Canal and running easterly along the south line of the tract.

*cut
canal*

Summarizing the above and considering that 20% of the agricultural area will be non-irrigable we have the following acreage to which water will be applied.

<u>Parcel</u>	<u>Acre</u>	<u>Reservoir</u>	<u>Non-Irrigable</u>	<u>Agricultural</u>	<u>Irrigable</u>
1	4247	0	1232	3015	2412
2	25459	25459	0	0	0
3	46399	0	672	45727	36582
4	<u>2720</u>	<u>0</u>	<u>0</u>	<u>2720</u>	<u>2176</u>
	78825	25459	1904	51462	41170

WATER SUPPLY:

The amount of Second Point water available during a cycle of years similar to those of the period of record from 1894 to 1926 inclusive under the Miller-Haggin agreement would be as follows:

<u>Year</u>	<u>Acres Feet</u>	<u>Year</u>	<u>Acres Feet</u>	<u>Year</u>	<u>Acres Feet</u>
1894	85761	1905	104524	1916	603588
1895	225325	1906	492945	1917	175936
1896	111901	1907	229305	1918	96668
1897	224151	1908	78831	1919	70598
1898	22750	1909	415132	1920	122384
1899	48900	1910	112086	1921	91200
1900	42157	1911	228202	1922	139899
1901	194109	1912	60096	1923	88211
1902	111052	1913	50638	1924	11191
1903	109887	1914	233737	1925	85226
1904	88082	1915	133267	1926	53545

It will be noted that the water supply is very variable. In a year like 1916 a total quantity of 603,588 acre feet would have been available under the agreement while in a year similar to 1924 but 11,191 acre feet would have been available. While the mean available for the 33 year period amounts to 151,251 acre feet this is made up partly by 3 excessive years, 1906, 1909 and 1916 when the amount available would have greatly exceeded the needs of the district and a large amount would have been wasted. Eliminating the waste would bring the useful average flow for the 33 years to 140,551 acre feet. An inspection of the table shows that in 11 years out of the 33 this flow would have been exceeded, while in 22 years the flow would have been less than this amount.

Under the Miller-Haggin agreement Second Point water is delivered only in the months of March to August inclusive. For this reason no water is available from this source during the months of September to February inclusive and the water

supply must be obtained either by pumping from underground sources or by storing the excess water during the months when it is available for use later. It will also be noted that in the normal year the amount available during the months of July and August is inadequate to supply the demand of the district lands and for the same reason storage will be necessary in order to properly distribute the water throughout the irrigation season.

DUTY OF WATER:

The lands in the district consist generally of black reclaimed marsh soil, is general fertile in character. Crops heretofore grown have consisted of grain, corn, alfalfa and cotton. It is impossible to forecast the future utilization of these lands after being subdivided into smaller parcels. It has been found by experiment that two feet annual use on the land is sufficient to grow any of the crops heretofore raised, but due to the uncertainty of future development the duty of water has been fixed for the purposes of this study at 2.25 acre feet per acre net use on the land. It is the writer's belief that this is a maximum and that the average use over the tract will fall materially below this figure. This use is distributed by months over the season in accordance with Mr. Harding's recommendations in Bulletin No. 9 of the Department of Engineers, State of California, as follows: ✓

January	2 per cent	May	14 per cent	September	10 per cent
February	2 per cent	June	17 per cent	October	7 per cent
March	4 per cent	July	15 per cent	November	4 per cent
April	10 per cent	August	12 per cent	December	3 per cent

DISTRICT PLAN:

While a complete plan has been formulated for the district, it is proposed to present this in two units, the first to be immediately carried out and the second to be indefinitely deferred. This is a procedure made necessary by the fact that, while the existing reservoir in Buena Vista Lake is available and will be utilized for district storage for the present, there is a possibility of developments being carried out which will make other storage more advantageous for the district in the future. The developments referred to are the creation of power storage in the mountains which may reregulate the flow of Kern River, and the proposed construction by the Kern River Water Storage District of its proposed reservoir at Isabella. If these developments should occur within a reasonable period, it is possible that a more efficient storage of the water supply could be obtained by the Buena Vista Water Storage District if it joined with the Kern River Water Storage District in the construction of the Isabella Reservoir, and at a more attractive cost than if it continued the use of Buena Vista Reservoir. On the other hand if this development should not take place, the efficiency of Buena Vista Reservoir may be materially increased by contracting its area by means of the reclamation of certain of its

marginal lands and even part of the reservoir bed itself. Since said developments are now in a state of uncertainty however, it is proposed for the time being to utilize the whole reservoir as at present existing, leasing same from the Reservoir Association at a nominal figure with the option to purchase the part needed at the price hereinafter given in case it should ultimately be decided to abandon the Isabella project.

The first unit of the plan is as follows: A-

It is proposed to construct a diversion weir in Kern River immediately below what is known as Second Point of Measurement and a canal diverting from the river immediately above said weir and running westerly to the upper limit of Parcel No. 3 hereinbefore described. The existing main canals and so much of the lateral system as is necessary to deliver water to parcels of approximately 160 acres in extent are to be purchased at the prices hereinafter given as well as the drain and flood canals necessary for the use and protection of the district lands. Such additional laterals as are necessary to deliver water to 160 acre tracts are likewise to be constructed. For the irrigation of parcel No. 1 hereinbefore described, a canal is to be constructed from Kern River at Second Point of Measurement southerly to connect with the head of the canal at present serving these lands, and said existing canal is to be purchased. A concrete gate is likewise to be constructed through the East Levee of Buena Vista Reservoir as a part of

this canal system. The East Levee of Buena Vista Reservoir is to be strengthened by the construction of a puddle cut-off wall to lessen the hazard of breaks and leaks tending to inundate lands on the east. The lands and works of Buena Vista Reservoir Association as well as other lands flooded by the reservoir are to be leased by the district at a nominal rental for a period of five years with the option to purchase at the price hereinafter given at the end of that period. An agreement has been entered into between the district and the various owners of reservoir lands and works for this purpose, a copy of which agreement is given in Appendix F. *step*

The lands of the Reservoir Association were conveyed by Henry Miller by a trust deed creating a perpetual trust requiring said lands to be devoted to reservoir purposes. The conveyance to the district, if consummated, does not in any way alter this use. The form of trust deed used in these conveyances is given in Appendix I.

Since Miller & Lux is engaged in a selling campaign and is from time to time making sales of their lands in the District they are protecting said District by the following clauses in their sales contracts.

"5. There is included with said land all water rights appurtenant thereto, providing and excepting, however, that the Seller and its agents and assignees shall have the perpetual right, and the same is hereby granted by the Purchaser, to store or impound the waters of Kern River or its tributaries at any point or points thereon, for the purpose of generating electricity and/or

for irrigation purposes. It is understood that the land hereinabove described is entitled to certain water rights as more particularly described in the Miller-Haggin Agreement of July 28, 1888, and a Supplementary Agreement thereto dated November 30, 1889. The Purchaser agrees to use the said water at all times, having due regard to the rights of the Seller and its vendees under said Agreement, and Purchaser shall be bound by all the terms of the said Miller-Haggin Agreement. All the rights in this paragraph granted, and all the covenants in this paragraph contained, shall run with and bind the land herein described.

"6. It is expressly understood that the above land is within the boundaries of the Buena Vista Water Storage District, organized and existing under the Water Storage District Act of California; and that it is proposed that the said District shall acquire the system of canals, ditches, drains and diverting works now used to supply and distribute water to the said land, except small canals irrigating less than one hundred sixty (160) acres. The Purchaser agrees to transfer to said District his water right, and to appoint said District his agent for the distribution of said water. Until said District acquires and operates said system, and in the event that the District is dissolved, the Purchaser shall pay a proportion of the expense of maintenance and operation of the canals, ditches and diverting works used to supply and distribute water to his land; said proportion to be in the ratio that the number of acres sold hereunder bears to the total number of acres under said canal system and supplied thereby. Provided, however, that nothing herein contained shall be construed as granting or vesting in the Purchaser any right or interest in said canals or diverting works, or in their use, but the use of the same by the Purchaser shall be considered for all purposes permissive and not adverse to the rights and interests of the Seller. It is further agreed that the covenants and agreements contained in this paragraph shall run with and bind the land herein described and subsequent purchasers thereof, and that the obligation to pay a proportion of the expense of maintenance and operation of said system shall be a lien on said land."

Regarding the prices at which the various lands and properties to be acquired by the District are to be paid for, it may be said that the prices agreed upon are arbitrary and

have been fixed with due regard to the ability of the land to stand the cost rather than on their reproduction value. A valuation of these lands and works was made during the year 1926 and incorporated in a report by the writer under date of September 4, 1926, which said report is given in full in Appendix G. The value of the properties to be acquired was found to be greatly in excess of their beneficial value to the lands and consequently the present basis of acquiring them was devised.

The Carmel Cattle Company does not wish to transfer its interest in the physical works to the District. Said Company has an easement to convey its water through the existing canal system to its lands, covered by an agreement with Miller & Lux and others dated October 6, 1898, a copy of which is given in Appendix H, and its decision to retain said easement and equity in the works does not affect the District. The result is merely that said Carmel Cattle Company will receive no payment nor will its lands be assessed for this item.

Under the decree in the Lux-Haggin case the water rights are appurtenant to the land and there is apparently no reason for transferring them to the District. Miller & Lux, by virtue of the Miller-Haggin agreement, is merely the agent for their distribution, and the District will, under the above plan, succeed to this right and obligation. To make this more clear, however, it is the intention to have the various owners

transfer their rights to the District with the agreement that the water shall be distributed in accordance with the rights as they exist. Such agreements have been made with all owners in the District with the exception of the Carmel Cattle Company, which prefers to retain title to its proportion of the water.

This does not alter the operation of the District, as it will merely deliver the water belonging to the Carmel Company as has been done in the past. Copies of agreements under which water rights are to be transferred are given in Appendices D. and E.

FLOOD PROTECTION:

The lands included in the Buena Vista Water Storage District were formerly subject to flood from Kern River. The delta of Kern River begins just below Bakersfield and formerly the first effect of the flood was to fill the bed of Kern Lake and Buena Vista Lake, after which the waters continued through Buena Vista Slough forming a swamp of varying width until finally they emptied into Tulare Lake.

To reclaim this swamp from flood waters a reclamation district was formed in the early seventys and works was started on a flood water canal to carry the water of Kern River past the swamp without flooding the adjacent lands. The various sloughs through the swamp were connected up to make a drainage canal and thereafter the lands were farmed. Subse-

quently the Kern Valley Water Company was formed and stock issued in the amount of 57708 shares, each share representing an acre of reclaimed land. The amount which has been expended on this system is over \$450,000 as shown on the assessment books, but since in every year of flood a great deal of maintenance and repair work has to be done it is impossible to separate the parts of this account chargeable to new construction from those chargeable to maintenance and operation. The ownership of stock in this corporation is in the following proportion:

Miller & Lux	86.064	per cent
Carmel Cattle Co.....	3.955	" "
Kern County Land Co.....	7.763	" "
Wells and successors	1.109	" "
Barnett and successors	1.109	" "

The original flood water canal ended at the north line of Sec. 29, T. 27 S., R. 22 E. and for about 6 miles south from this point the construction was incomplete and inadequate for conveying the flood waters. About 1913 it was decided to continue the canal northward to the Wasco Road and a company was formed called the Kern Valley Reclamation Company to prosecute this work. Due to the faulty nature of the last 6 miles of the Kern Valley Water Company Canal it was decided to reconstruct this part along a new location and thereafter ten miles of flood water canal was constructed sufficient to convey the flood waters of Kern River and discharge them north of the Wasco Road. The proportional interest in the Kern Valley Reclamation Company is as follows:

Miller & Lux	94.37%
Carmel Cattle Company	5.63%

Due to the silting of the bed of Kern River below Bakersfield the channel has raised sufficiently so that at a certain stage of river flow the water leaves its bank on the north side in Sec. 36, T. 29 S., R. 26 E. The flood waters gather themselves in what is known as Jerry Slough running northwesterly and reach Buena Vista swamp at what is known as Goose Lake in T. 27 S., R. ²¹ E. In 1910 it was decided that the system of reclamation for the lands in said township and northerly thereof required that the Jerry Slough waters be prevented from entering the swamp, and the Kern Valley Reclamation Company constructed a levee across Goose Lake on the east line of T. 27 S., R. 22 E. and a flood canal, called Goose Lake Canal, running northwesterly and northerly therefrom to convey the waters into Bull Slough and thence into Tulare Lake. ↗

While the above canals are the only ones which can be classified strictly as flood water canals, it may be stated that the East Levee of Buena Vista Reservoir, as well as Cole's Levee and the North Levee constructed under the provisions of the Miller-Maggin agreement, have for one of their objects the reclamation of the lands east of Buena Vista Lake by enabling the flood water of Kern River to be diverted northerly through the Kern Valley Water Company's Canal and by preventing them from backing on to the lands mentioned. Since primarily, however, these works are for the purpose of creating storage in Buena Vista Lake, they will be classified under this head.

STORAGE WORKS:

Under the provisions of the Miller-Haggin agreement certain lands were purchased in the bed of and surrounding Buena Vista Lake and a levee constructed known as the East Levee to enable the water to be carried at a higher level in the lake and to prevent it being backed up on to the lands east thereof. These lands are in the ownership of the Buena Vista Reservoir Association which is owned in the following proportion.

Miller & Lux	84.193%
Kern County Land Company .	4.563
Wells652
Barnett652
Carmel Cattle Company	9.940

As adjuncts to the reservoir thus formed, an Outlet Canal was constructed by the Association following in general the line of Buena Vista Slough from the reservoir to the head of the Kern Valley Water Company's Canal, also an Inlet Canal from the main channel of Kern River to the reservoir, also a levee along the north line of T. 31 S., R. 25 E. known as Cole's Levee to turn the overflow waters of Kern River westerly without admitting them to the reservoir except under control, also a levee known as the North Levee extending from Sec. 32 to Sec. 22, T. 30 S., R. 25 E. which said levee prevents the waters of Kern River from flowing northerly or into the Kern Valley Water Company's Canal except under control. While these works are essential to the first unit of the District Plan and

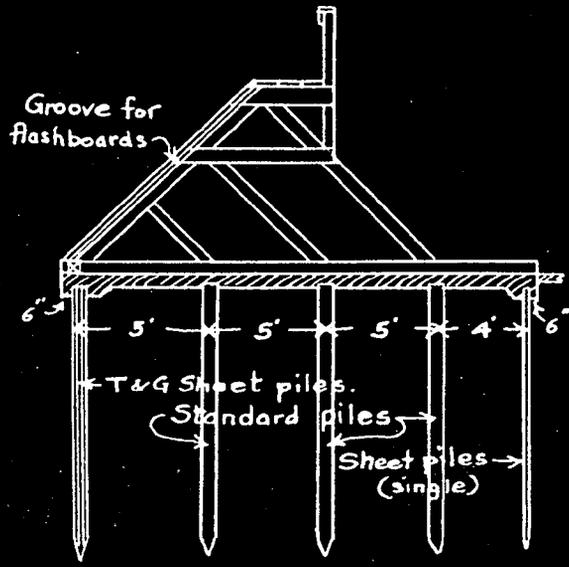
necessary to be under district operation and control, it may be found advisable later to abandon this reservoir as such and it is therefore proposed to merely lease the lands and works for the time being.

KERN RIVER DIVERSION WEIR:

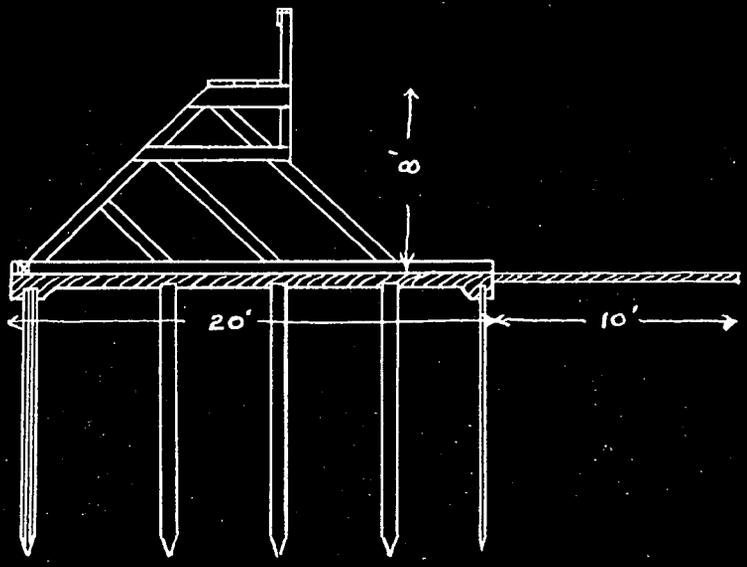
It is proposed to construct a diversion weir across Kern River below Second Point of Measurement. This weir will be located in the southwest quarter of Sec. 23, T. 30 S., R. 25 E. just below the head of Alejandro Slough. It will be 280 feet in length from bulkhead to bulkhead and 8 feet in height from floor to bridge. The floor will consist of a reinforced concrete slab 6 inches in thickness and 20 feet in width thickened to 12 inches for 18 inches in width at each edge. The upstream edge will rest on a row of timber tongue-and-groove sheet piling 6 inches in thickness driven approximately 12 feet below stream bed. The downstream edge will rest upon a single row of 2x12 sheet piling approximately 12 feet in length. The bulkheads will be of concrete with wing walls 10 feet in length. The superstructure will consist of two parts. The main part will be of standard inclined timber bents spaced 5 feet center to center, supporting flash boards 10 feet in length. A sluiceway 50 feet in length will be placed at the north end of the structure containing lift gates about 2 feet 6 inches in width in order to permit them to be raised from the bottom during periods when water is being allowed to pass the weir and thus permit the river to be sluiced of its accumulated sand above the weir.



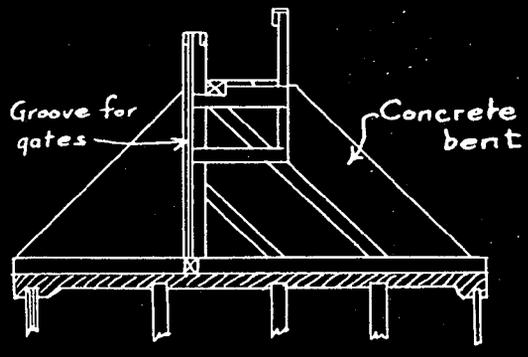
PLAN
Scale: 1" = 40'



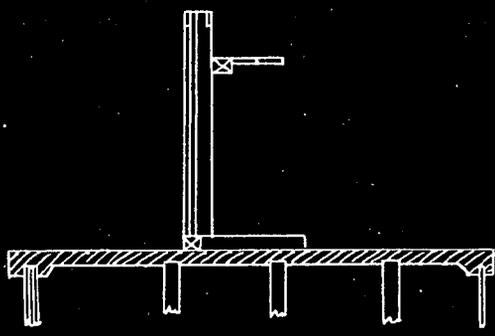
BENT A



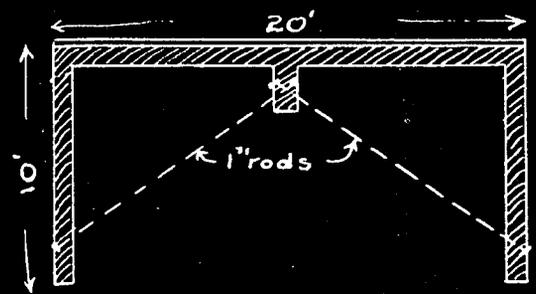
BENT B.



BENT C



BENT D



BULKHEAD

DETAILS.
Scale: 1/8" = 1'

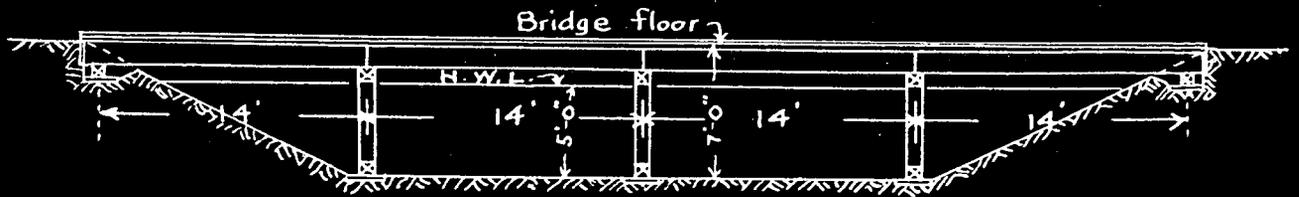
BUENA VISTA WATER STORAGE DISTRICT
LINE SKETCH OF
KERN RIVER WEIR.
(See specifications)

An apron 10 feet in width will be constructed in the bed of the river adjoining and downstream from the weir proper, consisting of a concrete slab 4 inches in thickness jointed at intervals of 10 feet to allow for settlement. The purposes of this slab is to prevent erosion immediately below the weir floor having a tendency to undercut the lower edge of the floor when large floods are passed.

MAIN IRRIGATION CANAL:

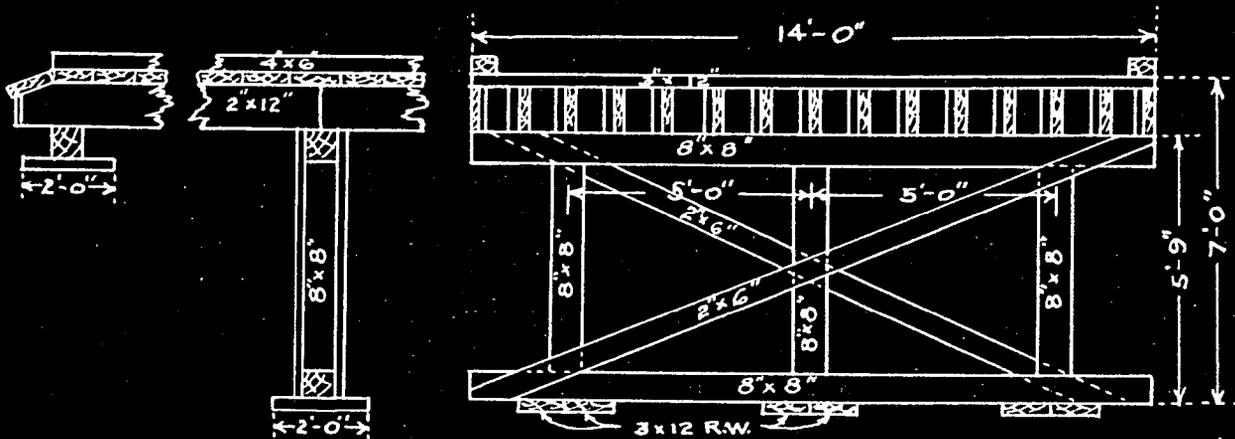
It is proposed to construct an irrigation canal with a capacity of 600 c.f.s. diverting from the north bank above the river weir at a point in Sec. 23, T. 30 S., R. 25 E. and running thence northwesterly to a point 100 feet south of the north line of Sec. 22 and thence west parallel to and 100 feet distant from the north line of Secs. 22, 21, 20 and 19 and of Sec. 24, T. 30 S., R. 24 E. to its intersection with the old Pioneer Canal; thence along the Pioneer Canal westerly to the existing East Side Canal of Miller & Lux, thence northerly using the existing East Side Canal to a point 100 feet north of the south line of Sec. 11, thence west parallel to and 100 feet distant from the south line of Secs. 11 and 10 to the existing West Side Canal. The capacity of the portion between the East Side and West Side Canals is 375 c.f.s.

The intake of the canal will be protected by a headgate 60 feet in width having its floor one foot above the present bed of the river at that point, the headgate being of standard timber construction. The dimensions of the canal will be



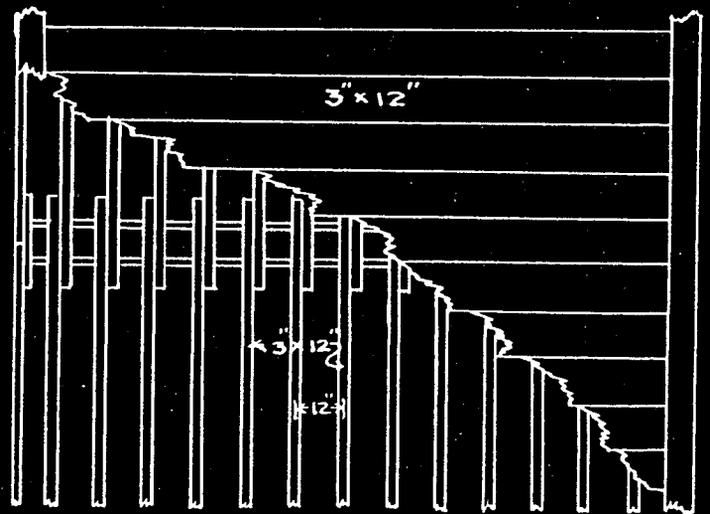
GENERAL ELEVATION.

Scale: 1" = 10'



DETAIL OF BENTS.

Scale: 1/4" = 1'



DETAIL OF FLOOR.

Scale: 1/4" = 1'

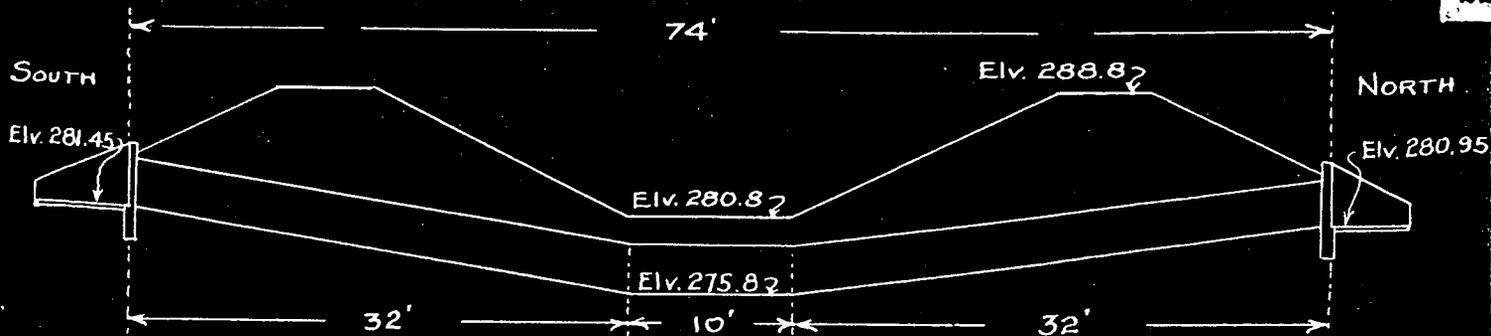
BUENA VISTA WATER STORAGE DISTRICT.

DESIGN OF STANDARD BRIDGE

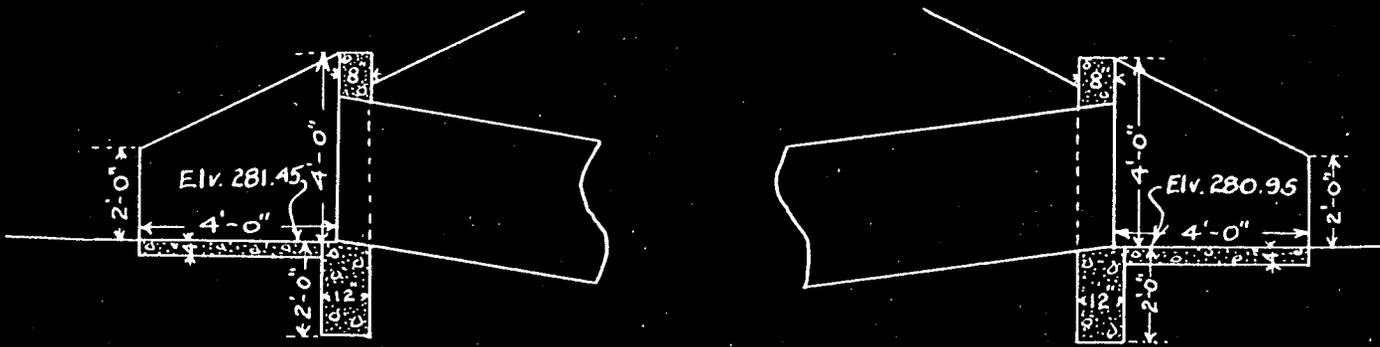
OVER MAIN CANAL.

Nov. 18th, 1926.

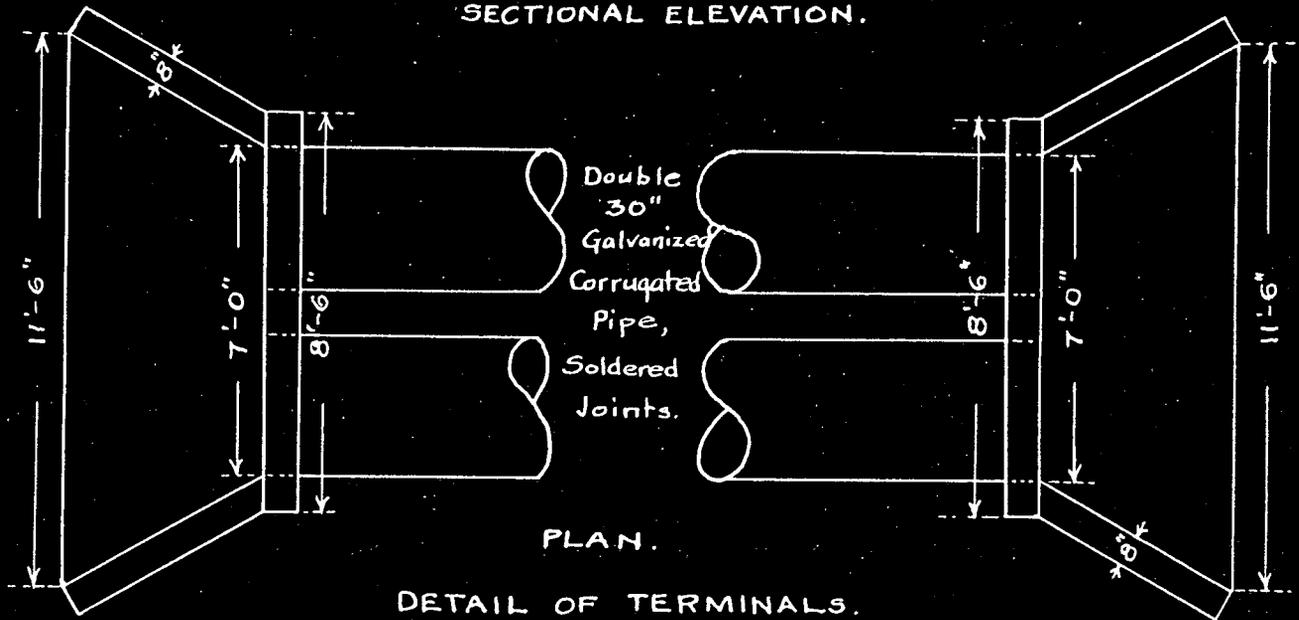
W. C. Hammatt, Cons. Eng.



CROSS-SECTION OF MAIN CANAL
AT MAIN DRAIN CROSSING.
Scale: 1" = 12'



SECTIONAL ELEVATION.

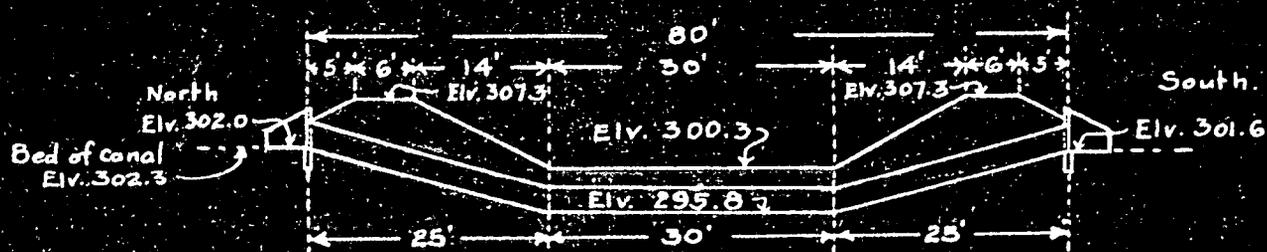


PLAN.

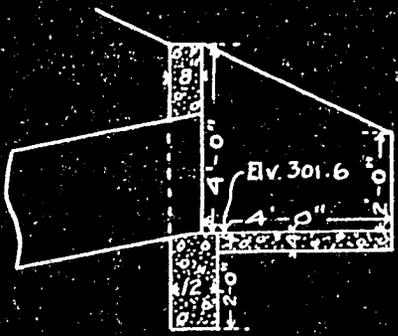
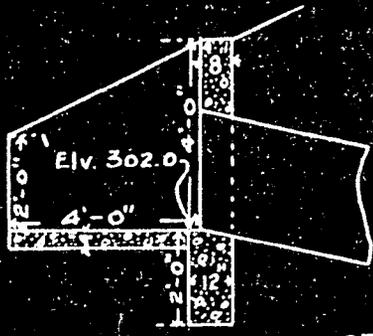
DETAIL OF TERMINALS.
Scale: 1/4" = 1'

DISCHARGE TABLE.			
Head feet	Discharge c. f. s.	Head feet	Discharge c. f. s.
0.1	25.54	0.7	67.40
0.2	36.12	0.8	72.16
0.3	44.20	0.9	76.54
0.4	51.00	1.0	80.82
0.5	57.06	1.5	98.60
0.6	62.48	2.0	114.12

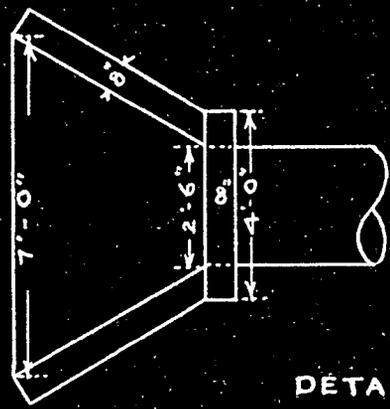
BUENA VISTA WATER STORAGE DISTRICT.
SIPHON OF MAIN DRAIN UNDER MAIN CANAL.



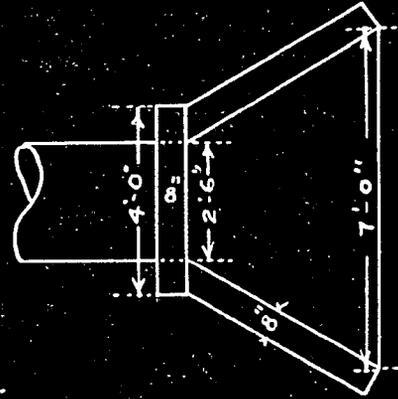
CROSS-SECTION OF MAIN CANAL
 217 ft. East of West Line of Sec. 21, 30/25.
 Scale: 1" = 20'



SECTIONAL ELEVATION



30" Gal. Corr. Pipe.
 Soldered joints



PLAN

DETAIL OF TERMINALS.
 Scale: 1/4" = 1'

DISCHARGE TABLE	
Head	Discharge
feet	c. f. s.
0.1	8.6
0.137	10.0
0.2	12.1
0.3	14.8
0.4	17.1

BUENA VISTA WATER STORAGE DISTRICT

SIPHON FOR IRRIGATION CANAL
 IN SECTION 21, T.30 S., R.25 E.

42 feet bottom width with 2 to one slopes and 6 feet depth from top of bank to bottom at the head, tapering to 30 feet bottom width and 7 feet depth at a distance of 1,000 feet therefrom. From this point to the East Side Canal the dimensions will be uniform. The grade will be such as to limit the velocity when filled to capacity to 3 feet per second in order to avoid bank erosion. In order to limit this grade it is necessary to put in 4 drops aggregating 5.8 feet. These drops will consist of concrete walls one foot in thickness and extending 3 feet below the bed of the canal, extending across from bank to bank, the top being at the grade of the canal above. The canal banks will be lined with a 3 inch concrete slab for a length of 30 feet below the drop to prevent the erosion which would otherwise occur from the turbulence created by the drop. When carrying 600 c.f.s. the canal will have a freeboard of 2 feet.

The portion of the canal between the East Side and West Side Canal will have a uniform section of 10 feet bottom width, slopes of two to one and a depth of 8 feet from top of bank to bottom of canal. Its head at the East Side Canal will be protected by a headgate of standard timber construction 30 feet in width by 8 feet in height. A timber stop gate will also be put in the East Side Canal immediately below the takeout of the new canal to control the diversion into the latter.

The Main Drain will be carried across this canal through a siphon consisting of two 36 inch corrugated pipes protected at their extremities by appropriate concrete bulkheads and wings.

ALEJANDRO CANAL:

It is proposed to construct a canal from Second Point of Measurement to divert water for the irrigation of the lands east of the lake without carrying it down the channel of Kern River into the lake as heretofore. This canal will use the existing channel of Alejandro Slough to its intersection with the north line of Sec. 26, T. 30 S., R. 25 E; thence a new cut will be made running southeasterly through Secs. 26 and 36 to the southeast corner of Sec. 25, T. 30 S., R. 25 E; thence south through Secs. 1, 12, 13 and 24, T. 31 S., R. 25 E. to the existing headgate of the Buena Vista Lake Canal. This headgate, which is an old timber structure from the lake, now abandoned, will be replaced by a concrete culvert through the levee with a concrete inlet gate on the lake side to regulate the water taken into the canal. Immediately south of this structure will be placed a timber stop gate permitting the flow of the canal in excess of that diverted into the culvert to be diverted to the lake.

Under the first unit of the District Plan the canal is to be constructed with a capacity of 200 c.f.s., but the construction is to be done in such a manner as to permit its reconstruction under the proposed second unit to a capacity of 500 c.f.s. The function of this canal will be not only the irrigation of lands in Parcel 1 but likewise the diverting of small residual flows in Kern River to the reservoir without carrying them down the bed of Kern River and through the Inlet Canal

with the attendant losses. In case the reservoir is abandoned in favor of Isabella site at some future date, this canal will likewise serve for the irrigation of agricultural lands in the present reservoir bed during times when there is an excess of water over the needs of Parcels 1, 3 and 4.

The intake of the Alejandro Canal will be controlled by a 30 foot headgate of standard timber construction. All new canals will have a freeboard of 2 feet at the capacities given. County roads will be carried over the canal on suitable bridges, and provision must be made for additional bridges not exceeding 5 in number, to preserve the unity of the lands of the Kern County Land Company on either side of the canal.

W. J. ...

IRRIGATION SERVICE:

W. J. ...

As before stated the water available to the lands in the district is that which under the Miller-Haggin agreement is required to be delivered at Second Point of Measurement in the months of March to August inclusive. It is proposed to utilize this water by direct diversion through the Main Canal and Alejandro Canal as far as needed for the demands of the irrigated lands, diverting the balance into Buena Vista Reservoir for use during those periods when the irrigation requirement cannot be satisfied from direct flow. In making the study of the service to the lands, it has been assumed that the water put in storage reaches the reservoir by way of the channel of Kern River and the Inlet Canal, although diversions to storage within the capacity of the Alejandro Canal can be carried in

that manner with considerably less loss. The conveyance losses to storage and of diversions from storage have been assumed in accordance with measurements taken in 1920 and reported by Mr. Harding in Bulletin #9 although these cover only periods of low flow and the average losses would probably be materially less.

It will be noted that the water requirement on the land has been fixed at 2.25 acre feet per acre, which is probably materially higher than the future use will be.

In making up the following tables the following data has been used.

(1) Second Point water calculated from First Point Measurements as given in the water supply papers, and the Miller-Haggin agreement, deducting therefrom 4.563% which is the proportional share of the Kern County Land Company whose lands are not in the district.

(2) Duty of water on land taken at 2.25 acre feet per acre distributed monthly as recommended in Mr. Harding's Bulletin No. 9. It may be here stated that the duty on the land probably errs on the safe side since the crops grown on this land will probably be those requiring a less use of water than that given.

(3) The losses in conveyance from Second Point of Measurement to the lands are taken at 30% of the diversion. The distance from Second Point to the center of use of the district is about 21 miles so that this figure seems conservative.

(4) The conveyance losses in water diverted to the reservoir are taken as 34%. Since in ordinary years this diversion will be made through Alejandro Canal rather than down the bed of the river, this loss will probably be materially less than that given.

(5) Evaporation from reservoir surface is taken as that estimated in table 24 of Bulletin No. 9 above referred to.

(6) Losses in delivery from the reservoir were taken as 52%, 40% being considered as the loss in the Outlet Canal and 20% of the amount delivered into the East Side and West Side Canals being considered as lost in delivery to the lands, a mean distance of 14 miles.

SERVICE OF BUENA VISTA RESERVOIR

CAPACITY 209,000 a.f.

Acreage irrigated: by direct flow 51100 acres gross
 40880 " net
 by reservoir 45540 acres gross
 36432 " net

Duty of water on land per net acre

<u>Month</u>	<u>percent</u>	<u>direct flow</u>	<u>regulated</u>
Jan.	2	1840	1639
Feb.	2	1840	1639
Mar.	4	3679	3279
Apr.	10	9198	8197
May	14	12877	11476
June	17	15637	13935
July	15	13797	12296
Aug.	12	11038	9837
Sept.	10	9198	8197
Oct.	7	6439	5738
Nov.	4	3679	3279
Dec.	3	2759	2459
Total	100	91980	81972

Losses from direct flow - 30%

Losses from Second Point to reservoir - 34%

Evaporation from reservoir as follows

Jan.	.12	May	.62	Sept.	.59
Feb.	.16	June	.63	Oct.	.38
Mar.	.18	July	.62	Nov.	.16
Apr.	.42	Aug.	.58	Dec.	.09

Annual 4.55

Losses in delivery from reservoir to lands - 52%

Note: The following study considers the service of second point water only, and disregards any surplus waters over and above the proportion required to be delivered at second point.

AREA AND GROSS CAPACITY CURVES
FOR

BUENA VISTA RESERVOIR
AS AT PRESENT EXISTING

Plotted from data in Bulletin No. 9, G. R. E.
Page 35

200 210 220 230 240 250

Flowline - 1947

25
24
23
22
21
20

Capacity in
thousands

10
20
30
40
50
60
70
80
90
100

Flowline 5/16/55

Area curve

150 160 170 180 190 200

140
150
160
170
180
190
200

110
120
130
140
150
160
170
180
190
200

294
292
290
288
286
284
282

Elevation - U.S.G.S. datum

17 18 19 20 200

10 11 12 13 14 15 16 17 18 19 20

Area in thousands of acres

Month	Second point water	Use on Land	From Direct Flow			To Reservoir			Reser-voir Loss	From Reservoir			In res-ervoir Month	Waste
			Net	Con-vey-ance Loss	Gross	Gross	Con-vey-ance Loss	Net		Reser-voir Loss	Net Land	Con-vey-ance Loss		
1894														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	14029	3679	2679	1577	5256	8773	2983	5790	1260	0	0	4530	0	0
Apr.	22620	9198	9198	3942	13140	9480	3223	6257	3780	0	0	7007	0	0
May	25563	12877	12877	5519	18396	7167	2437	4730	5760	0	0	5977	0	0
June	14860	12407	10402	4458	14860	0	0	0	1800	0	0	0	0	0
July	7324	5477	5477	2347	7824	0	0	0	0	0	0	4177	0	0
Aug.	865	605	605	260	865	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1895														
Jan.	85761	44243	42238	18103	60341	25420	8643	16777	12600	0	0	2172	4177	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	20994	3679	3679	1577	5256	15768	5351	10387	1548	0	0	0	0	8839
Apr.	45882	9198	9198	3942	13140	32742	11132	21610	5250	0	0	0	0	25199
May	79584	12877	12877	5519	18396	61188	20804	40384	10354	0	0	0	0	55229
June	49124	15637	15637	5702	22339	26785	9107	17678	11660	0	0	0	0	51247
July	23119	13797	13797	5913	19710	3409	1159	2250	11300	0	0	0	0	52197
Aug.	6622	11038	4635	1987	6622	0	0	0	9750	0	0	6403	13337	29110
Sept.	0	8197	0	0	0	0	0	0	7500	0	0	8197	17074	4556
Oct.	0	1789	0	0	0	0	0	0	808	0	0	1789	3725	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1896														
Jan.	225325	76212	59823	25640	86463	139862	47553	92309	58170	0	0	17750	34139	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	12726	3679	3679	1577	5256	7470	2540	4930	1130	0	0	0	0	3800
Apr.	12722	9198	8905	3817	12722	0	0	0	2750	0	0	317	610	440
May	21537	12877	12877	5519	18396	3141	1068	2073	1925	0	0	0	0	588
June	40814	15637	15637	6702	22339	18475	6281	12194	5190	0	0	0	0	7392
July	20462	13797	13797	5913	19710	752	256	496	5475	0	0	0	0	2613
Aug.	3640	3697	2648	1092	3640	0	0	0	427	0	0	1049	2186	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
111901														
		58785	57443	24620	82063	29858	10145	19693	16897	0	0	1454	2796	0

Month	Second point water	Use on Land	From direct flow			To Reservoir			From Reservoir				In res-ervoir in Month	Waste	
			Net	Con-veyance Loss	Gross	Gross	Con-veyance Loss	Net	Loss	Net to Land	Con-veyance Loss	Draft			
1897															
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	35608	3679	3679	1577	30352	10320	20032	1975	0	0	0	0	0	0	18057
Apr.	49485	9198	9198	3948	36343	12357	23986	6200	0	0	0	0	0	0	55845
May	83910	12877	12877	5519	65514	12275	43239	9850	0	0	0	0	0	0	69232
June	58051	15637	15637	6702	22339	5335	10357	10050	0	0	0	0	0	0	69539
July	13812	13797	9668	4144	13812	0	0	11600	0	0	4129	4472	8601	18170	49438
Aug.	5307	11038	2315	992	3307	0	0	9300	0	0	8723	9447	18170	21968	0
Sept.	0	7775	0	0	0	0	0	6770	0	0	7775	8423	16198	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1898															
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	1637	1146	1146	491	1637	0	0	0	0	0	0	0	0	0	0
Apr.	7762	5433	5433	2329	7762	0	0	0	0	0	0	0	0	0	0
May	8510	5957	5957	2553	8510	0	0	0	0	0	0	0	0	0	0
June	4747	3323	3323	1424	4747	0	0	0	0	0	0	0	0	0	0
July	94	66	166	28	94	0	0	0	0	0	0	0	0	0	0
Aug.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1899															
Jan.	22750	15925	15925	6825	22750	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	4009	2806	2806	1203	4009	0	0	0	0	0	0	0	0	0	0
Apr.	11227	7859	7859	3358	11227	0	0	0	0	0	0	0	0	0	0
May	10467	7327	7327	3140	10467	0	0	0	0	0	0	0	0	0	0
June	19518	13663	13663	5855	19518	0	0	0	0	0	0	0	0	0	0
July	3679	2575	2575	1104	3679	0	0	0	0	0	0	0	0	0	0
Aug.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	48900	34230	34230	14670	48900	0	0	0	0	0	0	0	0	0	0

Month	Second point water	Use on land	From Direct Flow			To Reservoir			From Reservoir			In reservoir end of month	Waste	
			Net	Conveyance loss	Gross	Gross	Conveyance loss	Net	Reservoir loss	Net to land	Conveyance loss			Draft
1900	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	2211	1548	1548	663	2211	0	0	0	0	0	0	0	0	0
Apr.	3257	2280	2280	977	3257	0	0	0	0	0	0	0	0	0
May	15865	11106	11106	4759	15865	0	0	0	0	0	0	0	0	0
June	18609	13026	13026	5583	18609	0	0	0	0	0	0	0	0	0
July	2215	1551	1551	664	2215	0	0	0	0	0	0	0	0	0
Aug.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1901	42157	29611	29511	12646	42157	0	0	0	0	0	0	0	0	0
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	18925	5679	5679	1577	18925	0	0	0	0	0	0	0	0	0
Apr.	20786	9198	9198	3942	20786	0	0	0	0	0	0	0	0	0
May	53441	12877	12877	5519	53441	0	0	0	0	0	0	0	0	0
June	57245	15637	15637	6702	57245	0	0	0	0	0	0	0	0	0
July	30594	13797	13797	5913	30594	0	0	0	0	0	0	0	0	0
Aug.	13068	11038	9148	3920	13068	0	0	0	0	0	0	0	0	0
Sept.	0	7693	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1902	194109	73919	64336	27573	91909	102200	34748	67452	47488	9583	10381	19964	0	0
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	9586	3679	3679	1577	9586	0	0	0	0	0	0	0	0	0
Apr.	28491	9198	9198	3942	28491	0	0	0	0	0	0	0	0	0
May	29088	12877	12877	5519	29088	0	0	0	0	0	0	0	0	0
June	55305	15637	15637	6702	55305	0	0	0	0	0	0	0	0	0
July	7943	9505	5560	2383	7943	0	0	0	0	0	0	0	0	0
Aug.	639	447	447	192	639	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11052	51343	47398	20315	67713	43339	14734	23605	20387	3945	4273	3218	0	0	

Year	Second point water	Use on land	From Direct Flow			To Reservoir			Reser-voir Loss	From Reservoir			In res-ervoir at end of month	Waste
			Net	Con-veyance loss	Gross	Gross	Con-veyance loss	Net		Net to Land	Con-veyance loss	Draft		
1903														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	5459	3679	1577	5256	805	69	134	1470	1715	0	0	0	0	0
Apr.	17966	9198	3942	13140	4826	1641	3186	5294	8959	0	0	0	0	0
May	36150	12877	5519	18396	17754	6036	11718	3859	12924	0	0	0	0	0
June	38618	15637	6702	22339	16279	5555	10744	4070	0	0	0	0	0	0
July	11112	12028	3334	11112	0	0	0	0	0	4250	8854	0	0	0
Aug.	582	407	175	582	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1904														
Jan.	109387	53926	21249	70825	39062	13281	25781	16927	4250	8854	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	7130	3679	1577	5256	1924	654	1270	450	0	0	0	0	0	0
Apr.	13347	9198	3942	13140	207	70	137	967	0	0	0	0	0	0
May	30145	12877	5519	18396	11749	3995	7754	2906	0	0	0	0	0	0
June	27373	15637	6702	22339	5034	1712	3322	4772	0	0	0	0	0	0
July	6769	5711	2051	6769	0	0	0	370	973	2028	0	0	0	0
Aug.	3268	2388	980	3268	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1905														
Jan.	88082	49390	20751	69168	18914	6431	12483	10455	973	2028	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	10230	3679	1577	5256	4974	1591	3283	882	0	0	0	0	0	0
Apr.	14065	9198	3942	13140	926	314	611	2551	0	0	0	0	0	0
May	31608	12877	5519	18396	13212	4492	8720	4433	0	0	0	0	0	0
June	36633	15637	6702	22339	14294	4860	9434	5859	0	0	0	0	0	0
July	11267	10856	3380	11267	0	0	0	2139	2968	6184	0	0	0	0
Aug.	721	505	216	721	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	104524	52751	21336	71119	33405	11357	22048	15864	2968	3216	6184	0	0	0

Month	Second point water	Use on land	From Direct Flow			To Reservoir			Reser-voir Loss	From Reservoir			In res-ervoir end of month	Waste
			Net	Con-vey-ance loss	Gross	Gross	Con-vey-ance loss	Net		Net to Land	Con-vey-ance loss	Draft		
1906														
Jan.	34535	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	49358	3679	1577	5256	29279	9955	19324	1800	0	0	0	0	17684	0
Mar.	108658	9198	3942	13140	36218	12314	23904	6153	0	0	0	0	35276	0
Apr.	140023	12877	5519	18396	90262	30689	59573	11516	0	0	0	0	89302	0
May	121382	15637	6702	22359	117684	40013	77671	13529	0	0	0	0	147474	0
June	38989	13797	5915	19710	101672	34568	67104	14477	0	0	0	0	200101	0
July	0	11038	4635	15673	23516	7927	15389	13920	0	0	0	0	201570	0
Aug.	0	8197	0	0	0	0	0	13968	8197	8877	17074	170528	0	0
Sept.	0	5738	0	0	0	0	0	8721	5738	6214	11922	149855	0	0
Oct.	0	3279	0	0	0	0	0	3615	3279	3551	6830	139410	0	0
Nov.	0	2459	0	0	0	0	0	1998	2459	2663	5122	132290	0	0
Dec.	492945	65899	28288	94514	398431	136466	262965	89697	19673	21305	40978	0	0	0
1907														
Jan.	0	1639	0	0	0	0	0	2637	1639	1775	3414	126239	0	0
Feb.	0	1639	0	0	0	0	0	3484	1639	1775	3414	119341	0	0
Mar.	20655	3679	1577	5256	15377	6228	10149	3916	0	0	0	125575	0	0
Apr.	57311	9198	3942	13140	44171	15018	29153	9224	0	0	0	148404	0	0
May	57758	12877	5519	18396	39362	13283	26979	14050	0	0	0	157324	0	0
June	52857	15637	6702	22339	30518	10376	20142	14474	0	0	0	163001	0	0
July	22303	13797	5913	19710	12595	4282	8311	14244	0	0	0	137068	0	0
Aug.	8443	11038	2533	8443	0	0	0	13064	5128	5554	10662	133322	0	0
Sept.	0	8197	0	0	0	0	0	12729	8197	8877	17074	193519	0	0
Oct.	0	5738	0	0	0	0	0	7837	5738	6214	11952	85730	0	0
Nov.	0	3279	0	0	0	0	0	3184	3279	3551	6830	73715	0	0
Dec.	229305	2459	0	0	0	0	0	1739	2459	2663	5122	56956	0	0
1908														
Jan.	0	89177	26186	87284	142021	48287	93734	100681	28079	30409	58488	0	0	0
Feb.	0	1639	0	0	0	0	0	2268	1639	1775	3414	61174	0	0
Mar.	14843	3679	1577	5256	9587	3260	6327	2944	1639	1775	3414	54815	0	0
Apr.	19549	9198	3942	13140	6409	2179	4230	3294	0	0	0	57848	0	0
May	19392	12877	5519	18396	996	339	657	7686	0	0	0	54392	0	0
June	13505	15637	4051	13505	0	0	0	10927	0	6696	12879	44122	0	0
July	7452	8499	2239	7462	0	0	0	9859	6183	3549	6825	21384	0	0
Aug.	4080	5573	1224	4080	0	0	0	7378	3276	2944	5661	7181	0	0
Sept.	0	0	0	0	0	0	0	1520	2717	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	78831	58741	18552	61839	16992	5778	11214	45876	15454	16739	32193	0	0	0

Month	Second Point Water	Use on Land	From Direct Flow			To Reservoir			Reservoir Loss	From Reservoir			In Res. end of Month	Waste
			Net	Con-vey-ance Loss	Gross	Gross	Con-vey-ance Loss	Net		Net to Land	Con-vey-ance Loss	Draft		
1909														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	3679	3679	5256	10171	29916	19744	1800	0	0	0	0	17944	0	0
Apr.	73217	9198	13140	20426	60077	39651	6678	0	0	0	0	50917	0	0
May	115656	12877	18396	33068	97260	64192	12276	0	0	0	0	102855	0	0
June	119665	15637	22339	33090	97324	64234	13828	0	0	0	0	153239	0	0
July	56168	13797	19710	12396	36458	24062	14193	0	0	0	0	163105	0	0
Aug.	15257	11038	16257	0	0	0	13253	0	0	0	388	149104	0	0
Sept.	0	8197	0	0	0	0	13053	0	0	0	8877	118977	0	0
Oct.	0	5738	0	0	0	0	8065	0	0	0	6214	98960	0	0
Nov.	0	3279	0	0	0	0	3300	0	0	0	3551	88850	0	0
Dec.	0	2409	0	0	0	0	1825	0	0	0	2663	81882	0	0
1910														
Jan.	415132	35899	94098	109151	321034	211883	88276	0	0	0	20051	21693	41724	0
Feb.	0	1659	0	0	0	0	2391	0	0	0	1639	1775	3414	0
Mar.	0	1659	0	0	0	0	5116	0	0	0	1639	1775	3414	0
Apr.	21110	2679	5256	5390	15854	10464	3510	0	0	0	0	0	0	0
May	27089	9198	13140	4743	13949	9206	8316	0	0	0	0	0	0	0
June	34355	12877	18396	5695	16457	10862	12245	0	0	0	0	0	0	0
July	19377	15637	19677	0	0	0	12080	0	0	0	1863	2018	3881	0
Aug.	7526	15797	7526	0	0	0	10710	0	0	0	8529	9237	17766	0
Sept.	1831	10851	1831	0	0	0	7424	0	0	0	9569	10356	19935	0
Oct.	0	1640	0	0	0	0	796	0	0	0	1640	1777	3417	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1911														
Jan.	112086	70957	65826	15728	46260	30532	60588	0	0	0	24879	26948	51827	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	19551	3679	5256	4860	14295	9435	1480	0	0	0	0	0	0	0
Apr.	58223	9198	13140	8528	25083	16555	4830	0	0	0	0	0	0	0
May	52568	12877	18396	11652	34272	22520	9098	0	0	0	0	0	0	0
June	64946	15637	22339	14486	42507	28121	10590	0	0	0	0	0	0	0
July	44079	13797	19710	8285	24369	16084	11160	0	0	0	0	0	0	0
Aug.	8735	11038	8735	0	0	0	9991	0	0	0	4923	5232	10255	0
Sept.	0	8197	0	0	0	0	8201	0	0	0	8197	8877	17074	0
Oct.	0	3800	0	0	0	0	2220	0	0	0	3800	4116	7916	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1912														
Jan.	223202	78223	87576	47811	140626	92815	57570	0	0	0	16920	18325	35245	0

Month	Second point water	Use on land	From Direct Flow			To Reservoir			From Reservoir			In reservoir at end of month	Waste
			Net	Conveyance Loss	Gross	Gross	Conveyance Loss	Net	Reservoir VOLT Loss	Ret to Land	Conveyance Loss		
1912													
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	3072	2150	922	3072	0	0	0	0	0	0	0	0	0
Apr.	6157	4310	1847	6157	0	0	0	0	0	0	0	0	0
May	19583	12877	5519	18396	1187	404	783	783	0	0	0	0	0
June	26453	15637	6702	22329	4114	1399	2715	1975	0	0	0	740	0
July	4663	3599	1399	4663	0	0	0	42	363	698	0	0	0
Aug.	168	118	50	168	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0
1913	6096	38691	16439	54796	5301	1803	3498	2800	335	698	0	0	0
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	2150	1505	645	2150	0	0	0	0	0	0	0	0	0
Apr.	7843	5490	2353	7843	0	0	0	0	0	0	0	0	0
May	17611	12328	5283	17611	0	0	0	0	0	0	0	0	0
June	15632	9542	4090	13632	0	0	0	0	0	0	0	0	0
July	5236	3665	1571	5236	0	0	0	0	0	0	0	0	0
Aug.	4166	2916	1250	4166	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0
1914	50628	33446	15192	50628	0	0	0	0	0	0	0	0	0
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	26900	3679	1577	5256	21644	7359	14285	1656	0	0	0	12629	0
Apr.	40450	9198	3942	13140	27310	9285	18025	5439	0	0	0	35215	0
May	61257	12877	6519	18396	42861	14573	28288	9843	0	0	0	43660	0
June	58265	15637	6702	22239	35926	12215	23711	11135	0	0	0	56256	0
July	35171	13797	5913	19710	15461	5257	10204	11315	0	0	0	55125	0
Aug.	11694	11038	6508	11694	0	0	0	10106	3089	5941	0	39078	0
Sept.	0	8197	0	0	0	0	0	8673	8877	17074	0	13331	0
Oct.	0	4926	0	0	0	0	0	3047	5348	10284	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0
233737	79359	63374	27161	90535	143202	48689	94515	61214	15985	17214	33299	0	0

Month	Second point water	Use on Land	From Direct Flow			To Reservoir			Reservoir Vol. Loss	From Reservoir			In Reservoir Month	Gage
			Net	Con-veyance Loss	Gross	Gross	Con-veyance Loss	Net		Net to Land	Con-veyance Loss	Draft		
1915														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	9562	3679	1577	5256	4306	1464	2842	1116	0	0	0	0	0	1726
Apr.	20059	9198	3942	13140	6919	2352	4567	2982	0	0	0	0	0	3311
May	28740	12877	5519	18396	15344	5217	10127	5564	0	0	0	0	0	7874
June	49135	15637	6702	22339	26796	9111	17685	7213	0	0	0	0	0	18346
July	18788	13797	5636	18788	0	0	0	7192	646	0	0	0	0	9811
Aug.	1983	5243	595	1983	0	0	0	1780	3856	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1916	132267	60431	23971	79902	53565	18144	35221	25847	4500	0	0	0	0	9374
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	114384	3679	1577	5256	109128	37104	72024	2866	0	0	0	0	0	69158
Apr.	147658	9198	3942	13140	134518	45736	88782	8914	0	0	0	0	0	149026
May	144606	12877	5519	18396	112945	38401	74544	14670	0	0	0	0	0	809000
June	119027	15637	6702	22339	23148	7870	15278	15278	0	0	0	0	0	299000
July	65711	13797	5913	19710	22780	7746	15065	15065	0	0	0	0	0	209000
Aug.	12203	11038	2661	12203	0	0	0	13920	2496	0	0	0	0	189880
Sept.	0	6197	0	0	0	0	0	13806	8197	0	0	0	0	158997
Oct.	0	5738	0	0	0	0	0	8588	5738	0	0	0	0	128455
Nov.	0	3279	0	0	0	0	0	3836	3279	0	0	0	0	128088
Dec.	0	2453	0	0	0	0	0	1862	2453	0	0	0	0	121002
1917	602588	86899	27314	91044	402519	136856	265663	98475	22169	0	0	0	0	110025
Jan.	0	1639	0	0	0	0	0	2689	1639	0	0	0	0	115000
Feb.	0	1639	0	0	0	0	0	3416	1639	0	0	0	0	108170
Mar.	14875	3679	1677	5256	9619	3270	6349	3862	1775	3414	0	0	0	110667
Apr.	34406	9198	3942	13140	21266	7230	14036	8988	1775	3414	0	0	0	115715
May	46624	12877	5519	18396	28228	9598	18630	13392	0	0	0	0	0	120953
June	54130	15637	6702	22339	51791	10809	20982	13749	0	0	0	0	0	128186
July	19997	13797	5913	19710	287	98	189	13454	0	0	0	0	0	114921
Aug.	5904	11038	1771	5904	0	0	0	12165	6905	14385	0	0	0	88373
Sept.	0	8197	0	0	0	0	0	11549	8197	17074	0	0	0	59750
Oct.	0	5738	0	0	0	0	0	6745	5738	11952	0	0	0	41053
Nov.	0	3279	0	0	0	0	0	2580	3279	3551	0	0	0	51643
Dec.	0	2453	0	0	0	0	0	1550	2453	2554	0	0	0	25170
	175926	89177	25424	84745	91191	31005	60186	93829	29856	32334	0	0	0	62190

Month	Second point water	Use on land	From Direct Flow			To Reservoir			Reser-voir Loss	Net	Con-veyance Loss	Land to	Con-veyance Loss	Draft	In Res-ervoir month	Waste
			Net	Con-veyance Loss	Gross	Gross	Con-veyance Loss	Net								
1918																
Jan.	0	1639	0	0	0	0	0	1662	0	0	1639	1775	3414	20094	0	
Feb.	0	1639	0	0	0	0	0	2024	0	0	1639	1775	3414	14656	0	
Mar.	12616	3679	1577	5256	7360	2502	4858	2214	4858	0	0	0	0	17300	0	
Apr.	18022	9198	3942	13140	4882	1660	3222	5166	3222	0	0	0	0	15356	0	
May	18858	12877	5519	18396	456	155	301	6944	301	0	0	0	0	8713	0	
June	37906	15637	6702	22339	15567	5293	10274	6678	10274	0	0	0	0	12309	0	
July	8386	10271	2515	8385	0	0	0	3140	0	0	4401	4768	9169	0	0	
Aug.	887	621	266	887	0	0	0	0	0	0	0	0	0	0	0	
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1919	96668	56661	20521	68405	28265	9610	18655	27828	18655	0	7679	8318	15997	0	0	
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Mar.	2246	1572	674	2246	0	0	0	0	0	0	0	0	0	0	0	
Apr.	14779	9198	3942	13140	1637	557	1080	798	1080	0	0	0	0	282	0	
May	27080	12877	5519	18396	18684	6353	12351	5084	12351	0	0	0	0	7529	0	
June	12857	11650	3851	12837	0	0	0	2020	0	0	2644	2865	5509	0	0	
July	3549	2484	1065	3549	0	0	0	0	0	0	0	0	0	0	0	
Aug.	109	75	33	109	0	0	0	0	0	0	0	0	0	0	0	
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1920	70398	57837	15084	50277	20321	6910	12411	7902	12411	0	2644	2865	5509	0	0	
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Mar.	6985	3679	1577	5256	1729	588	1141	486	1141	0	0	0	0	655	0	
Apr.	20864	9198	3942	13140	7714	2625	5091	2646	5091	0	0	0	0	3100	0	
May	44716	12877	5519	18396	16319	8948	17371	6200	17371	0	0	0	0	14271	0	
June	28222	15637	6702	22339	15884	5401	10483	7623	10483	0	0	0	0	17131	0	
July	10262	12862	3079	10262	0	0	0	5300	0	0	5679	6152	11831	0	0	
Aug.	1345	942	403	1345	0	0	0	0	0	0	0	0	0	0	0	
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Dec.	122384	56195	21222	70738	51646	17560	34086	22255	34086	0	5679	6152	11831	0	0	

Month	Second point water	Use on land	From Direct Flow			To Reservoir			Reservoir Loss	From Reservoir			In Reservoir end of month	Waste
			Net	Change	Gross	Gross	Change	Loss		Net	Change	Loss		
1921														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	11757	3679	1577	5256	0	2210	4291	1116	0	0	0	5175	0	0
Mar.	10769	8421	3231	10769	0	0	4982	1235	0	0	1840	0	0	0
Apr.	25945	12877	5519	18396	0	2567	4982	3100	0	0	0	1882	0	0
May	32497	15637	6702	22339	0	3454	6704	4725	0	0	0	3861	0	0
June	9753	8268	2926	9753	0	0	0	858	0	0	1562	0	0	0
July	479	335	144	479	0	0	0	0	0	0	0	0	0	0
Aug.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1922														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	10803	3679	1577	5256	0	1886	3661	1080	0	0	0	2581	0	0
Mar.	21172	9198	5942	13140	0	2731	6301	3339	0	0	0	1543	0	0
Apr.	71119	12877	5519	18396	0	17925	34800	7874	0	0	0	31469	0	0
May	59583	15637	6702	22339	0	36244	23921	10363	0	0	0	45027	0	0
June	22287	13797	5915	19710	0	876	1701	10354	0	0	0	36374	0	0
July	5955	11068	1780	5935	0	0	0	8362	0	0	14337	13686	0	0
Aug.	0	4951	0	0	0	0	0	3370	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1923														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	4122	2885	1237	4122	0	0	0	0	0	0	0	0	0	0
Apr.	17673	9198	3942	13140	0	0	2992	1100	0	0	0	1892	0	0
May	32626	12877	5519	18396	0	4838	9892	5146	0	0	0	6138	0	0
June	20668	15439	6170	20568	0	0	0	3970	0	0	2168	0	0	0
July	11886	8320	3565	11886	0	0	0	0	0	0	100	0	0	0
Aug.	1337	926	401	1337	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1924														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apr.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aug.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1925														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apr.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aug.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1926														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apr.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aug.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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# Month	Second point water	Use on Land	From Direct Flow			To Reservoir			Reservoir Loss	From Reservoir			In Reservoir end of month	Waste
			Net	Con-veyance Loss	Gross	Gross	Con-veyance Loss	Net		Net to Land	Con-veyance Loss	Draft		
1924														
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	51	36	36	51	0	0	0	0	0	0	0	0	0	0
Apr.	3420	2394	2394	3420	0	0	0	0	0	0	0	0	0	0
May	7431	5202	5202	7431	0	0	0	0	0	0	0	0	0	0
June	289	202	202	289	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aug.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1925														
Jan.	11191	7834	7834	11191	0	0	0	0	0	0	0	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	4090	2868	2868	4090	0	0	0	0	0	0	0	0	0	0
Apr.	12265	8586	8586	12265	0	0	0	0	0	0	0	0	0	0
May	26580	12877	12877	18396	8184	2783	5401	3348	0	0	0	2063	0	0
June	24958	15637	15637	22339	2619	890	1729	3465	0	0	0	317	0	0
July	12742	8960	8960	12742	0	0	0	332	44	41	85	0	0	0
Aug.	4591	3214	3214	4591	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1926														
Jan.	35226	52137	52096	74423	10803	3673	7130	7045	41	42	85	0	0	0
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar.	2000	1400	1400	2000	0	0	0	0	0	0	0	0	0	0
Apr.	15339	9198	9198	13140	2199	748	1451	1260	0	0	0	0	0	0
May	25492	12877	12877	18396	7096	2413	4683	2852	0	0	0	191	0	0
June	10075	7886	7053	10075	0	0	0	286	832	903	1736	3022	0	0
July	639	447	447	639	0	0	0	0	0	0	0	0	0	0
Aug.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sept.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec.	0	0	0	0	0	0	0	0	823	903	1736	0	0	0
	53545	31808	50975	44250	9295	5161	6124	4398	823	903	1736	0	0	0

Summary

Year	Second point water	Use on land	From Direct Flow			To Reservoir			Reser-voir loss	From Reservoir			Maximum Storage	Waste
			Net	Con-vey-ance Loss	Gross	Gross	Con-vey-ance Loss	Net		Net to land	Con-vey-ance Loss	Draft		
1894	85761	44243	42238	18103	60341	25420	8643	16777	12600	2005	2172	4177	7007	0
1895	225325	76212	69823	25643	85463	139862	47553	92309	58170	16389	17750	34139	61247	0
1896	111901	58785	57443	24620	82063	29838	10145	19693	16897	1242	1454	2796	7592	0
1897	224151	74001	63374	22876	76250	147901	50287	97614	54645	20527	22342	42969	69539	0
1898	22750	15925	15925	6825	22750	0	0	0	0	0	0	0	0	0
1899	48900	34230	34230	14670	48900	0	0	0	0	0	0	0	0	0
1900	42157	29511	29511	12646	42157	0	0	0	0	0	0	0	0	0
1901	194109	73919	64336	27573	91909	102200	34748	67452	47488	9583	10381	19964	37385	0
1902	111052	51343	47398	20315	67713	43339	14754	28605	20387	3945	4273	8213	10853	0
1903	109687	53826	49576	21249	70825	39062	13281	25781	16927	4250	4604	8854	12924	0
1904	83082	49390	48417	20751	69168	18914	6431	12483	10455	973	1056	2028	3848	0
1905	104624	52757	49783	21336	71119	33405	11357	22048	15864	2968	3216	6184	8923	0
1906	492945	85899	66226	28289	94514	398431	135466	262965	89697	19673	21305	40978	201570	0
1907	229305	39177	61098	26186	87284	142021	48287	93734	100681	28079	30409	58438	163001	0
1908	78831	58741	43287	18552	61839	16992	5778	11214	45376	15454	16739	32193	61175	0
1909	415132	85899	65868	28230	94098	321034	109151	211883	88276	20031	21693	41724	163103	0
1910	12086	70937	46078	19748	65826	46260	15728	30532	60588	24879	26948	51827	77398	0
1911	233202	78226	61303	26273	37576	140626	47811	92815	57570	16920	18325	35243	55657	6
1912	69096	38691	38356	16439	54795	5301	1803	3498	2800	335	363	698	740	0
1913	50538	35446	35446	15192	50638	0	0	0	0	0	0	0	0	0
1914	233737	79339	63374	27161	90535	143202	48689	94513	61214	15985	17314	33299	56236	0
1915	133267	60437	55931	23971	79902	53365	18144	35221	25847	4500	4874	9374	13346	0
1916	603583	85899	63730	27314	91044	402519	136856	265663	98475	22169	24016	46185	209000	110026
1917	175936	39177	59321	25424	84745	91191	31005	60186	93829	29856	32334	62190	123186	0
1918	25668	55561	47882	20521	68405	28265	9610	18656	27828	7679	8318	15997	17300	0
1919	20598	37837	55193	15084	50277	20321	6910	13411	7902	2644	2865	5509	7529	0
1920	122384	55193	49515	21222	70738	51646	17560	34086	22250	5879	6162	11831	17167	0
1921	91200	49217	46893	20099	66992	24208	8231	15977	11134	2324	2519	4845	3361	0
1922	189899	71177	59343	25433	84776	105123	35739	69384	44732	11334	12318	24652	45027	0
1923	88211	49655	48614	20834	69448	18763	6379	12384	10216	1041	1127	2168	6138	0
1924	11191	7834	7834	3557	11191	0	0	0	0	0	0	0	0	0
1925	85226	52137	52096	22327	74423	10803	3673	7130	7046	41	44	85	2055	0
1926	53545	31808	30975	13275	44250	9295	3161	6134	4398	833	903	1736	2022	0
Mean	151251	57044	48194	20653	68847	79070	26884	52186	33751	8850	9585	18435		0

It will be noted that the foregoing tables are based on service to an acreage slightly different than that at present entitled to service by the district. These tables were made up before certain changes in the status of some of the lands in the district occurred, but the changes are so slight that it is deemed unnecessary to recalculate to fit the new conditions. Under the district, as at present proposed, the total acreage entitled to Second Point water is 51,462 acres as against 51,100 acres for which the calculation was made. The greatest change occurs in the lands to be served by storage. It is now proposed to serve 48,447 acres from the reservoir as compared with 45,540 acres as given in the tabulation. The difference however amounts to but 6% and since but 15% of the supply to the lands is from storage the reduction of the supply will amount to but one per cent, which is negligible.

It will also be noted in the foregoing tabulation that the full capacity of the reservoir has been considered as utilized and that it has been drawn upon until exhausted. As a matter of fact 5,000 acre feet of the capacity of the reservoir is below the gate sills and not available for use unless pumped out, which under the present plan is not proposed. This will cause an average reduction of 1,068 acre feet of utilization on the land from the reservoir, reducing

the total average use on the land to 55,976 acre feet. This reduction will not affect five of the years, in which the reservoir is not drawn down to its low point, nor five more years in which no water would have been in the reservoir. In the twenty-three remaining years the maximum reduction in service is 2645 acre feet and the average reduction 1532 acre feet or 1.7% of the demand.

The foregoing tables show that in the 33 year period under consideration 5 years would have given a service of from 90 to 100%, 7 years from 75 to 90% and 12 years of from 50 to 75%, the remaining 9 years giving a service of less than 50%. Even fifty per cent service, however, means a use on the land of 1.125 acre feet.

UNDERGROUND SUPPLY:

It has been suggested that the supply to the lands may be materially augmented by the construction of wells and irrigation from underground sources. A number of wells have been sunk during the past year or two but the writer has no information as to their performance. Lands south of the railroad track near Lokern are now being developed for irrigation in this manner. A number of wells have been sunk in the vicinity of Buttonwillow for the irrigation of cotton lands. While the development has not been sufficient, or the

data taken in regard to the wells adequate, for making a study of underground water as a dependable partial supply for the lands, the indications are favorable.

In the studies made and reported in Bulletin No. 9, large losses are recorded in conveyance to and from Buena Vista Reservoir, these losses occurring in the lower delta of Kern River. These losses are of sufficient magnitude so that they cannot be accounted for by local ground storage and there is little doubt that a material portion of this water finds itself going to recharge the general water table down Buena Vista swamp underlying Parcel No. 3. Moreover the lands in Parcels No. 1 have no drainage outlet and will have to be drained by pumps, and it is possible that a very material part of their water supply will come from this source. It is regretable that no more data is available in regard to the possibility of underground supply, but conditions in the future would be so widely different from those in the past that it is probable that such data would be of little use if available.

U. N. M.

ALLOCATION OF WATER RIGHTS:

Under provisions of the Miller-Haggin agreement the water passing Second Point of Measurement is allocated to all lands under ownership of the parties of the first part in certain named townships. The lands so described include all

those in the district in Parcel No. 1 except the 1232 acres, more or less, sold by Miller & Lux to the Los Angeles Athletic Club with water rights reserved, those owned by Miller & Lux in Parcel No. 2, all of the lands in Parcel No. 3 except 668 acres of land sold by Miller & Lux with water rights reserved and about 4 acres belonging to the Kern Valley Water Company, and all lands in Parcel No. 4.

Although the rights to Second Point water under the Miller-Haggin agreement are appurtenant to certain lands specifically described in the agreement, which lands cover practically all the agricultural area of the district, it is proposed to transfer the water rights to the district with the exception of those appurtenant to lands of Carmel Cattle Company with the reservation that each land owner in the district shall have the preferential use of the water to which he is entitled under said Miller-Haggin agreement. The specific contracts by which transfers are made are given in Appendices D and E, and by these contracts any lands having rights to Second Point water under the Miller-Haggin agreement but which are outside of the district boundaries are deprived of their rights except to surplus waters.

For the above reasons the service to district lands will be as follows.

In Parcel No. 1, 3015 acres will receive their pro rata of direct flow diverted through the Alejandro Canal between the dates of March 1st and August 31st, but will receive no benefit from storage except when the reservoir level is sufficiently high for direct diversion therefrom, which will

probably not occur oftener than one year in nine, and then for only a limited period. The remaining 1232 acres will receive no water from the district either by direct flow or storage, their benefits being limited to flood protection.

In Parcel No. 2 no water will be allocated to the lands for irrigation under the first unit of the District Plan. The lands in Parcel 2 will be utilized entirely for reservoir purposes.

In Parcel No. 3, 45,727 acres will receive full district service consisting of their pro rata of Second Point water and reservoired water. The remaining 672 acres will receive no district water and their benefits will be confined to flood protection and drainage.

shown
Parcel No. 4 will receive full district service consisting of their pro rata of Second Point water and reservoired water.

The location of the various parcels designated are shown on the map at the beginning of this report. Service to the several parcels is shown on the following table.

Parcel	Acres	Direct diversion per cent	Stored water per cent
1a	3015	5.9	0
1b	1232	0	0
2	25459	0	0
3a	45727	88.8	94.4
3b	672	0	0
4	<u>2720</u>	<u>5.3</u>	<u>5.6</u>
	78825	100.0	100.0

ESTIMATE OF COST:

PURCHASE OF EXISTING WORKS:

The works to be purchased consist of the following as specifically listed in the "Report on Valuation of Physical Properties to be acquired by the Buena Vista Water Storage District," hereinbefore referred to:

(1) Flood protection works. These are found to have a reproduction value as follows:

Kern Valley Water Co's properties	\$167,740
Kern Valley Reclamation Co.	
K.V.W. Co. Canal Extension	298,611
Goose Lake Canal	<u>214,494</u>
	\$680,845

These works were primarily built for the reclamation of the lands protected by them and a part, at least, of their cost has been absorbed by the lands in their increased value by reason of reclamation and in their increased production in past years. For this reason arbitrary figures have been fixed, and agreed upon between the owners and the district, for which the properties are to be acquired. These figures are as follows:

Kern Valley Water Company	\$42,000
Kern Valley Reclamation Company.....	<u>128,000</u>
Total	\$170,000

The cost of the acquisition of these works is directly chargeable to the district as a whole. The flood canal of the Kern Valley Water Company was originally designed and constructed to protect all of the swamp and overflow lands down

to the original termination of the canal. Were it not for the relief from the flood waters of Kern River afforded by their being taken away by this canal, not only the lands from the beginning of the canal to its termination would be flooded, but likewise lands east of the Buena Vista Reservoir. This was recognized at the time of the incorporation of the Kern Valley Water Company and the 57,708 shares of stock of this company represent the number of acres protected, including all the lands east of the reservoir, some of which are not included in this district, namely about 4,480 acres east of the lake belonging to Kern County Land Company. The work of the Kern Valley Reclamation Company in extending this canal to the Wasco Road was for the specific protection of the lands north of those already protected by the Kern Valley Water Company's Canal, but should be taken with the Kern Valley Water Company's Canal as chargeable to the whole area. Goose Lake Canal was specifically for the protection of the lands in T. 27 S., R. 22 E. but likewise forms a continuation of the drainage system for the whole of Parcel No. 3. It likewise benefits to some extent Parcel No. 4 by being the medium for the conveyance of irrigation water there- to in addition to the flood protection afforded.

An agreement has been drawn between the Kern Valley Water Company and the Buena Vista Water Storage District providing for the conveyance of the properties and is set forth in Appendix A. A similar agreement has been drawn between the Kern Valley Reclamation Company and the district, a copy of which is given in Appendix B.

(2) Irrigation and Drainage works: The irrigation and drainage works proposed to be acquired by the district are described in an agreement between said district and Miller & Lux and others, a copy of which agreement is attached hereto in Appendix C. These are found to have a reproduction value as follows:

Irrigation works	\$841,596
Drainage works	<u>363,563</u>
Total	\$1,205,259

Due to the fact that it appears that the construction cost, as indicated by the valuation, has exceeded the economic value of the works to the lands, and that said lands, in their present state of development, would probably be unable to stand the entire cost of so expensive a system, an arbitrary price has been fixed at which the works are to be acquired by the district. This figure is as follows:

Irrigation works	\$456,069
Drainage works	<u>171,952</u>
Total	\$628,021

Reducing this by deducting the equity of the Carmel Cattle Company, the equities to be acquired by the district are as follows:

Irrigation works	\$446,752
Drainage works	<u>165,092</u>
Total	\$611,844

The ownership of the irrigation and drainage works above described is not clear cut. Some of the canals were

built and paid for in their entirety by Miller & Lux. It is known that the Carmel Cattle Company has contributed to the expense of some of the construction on the West Side Canal, East Side Canal and Main Drain and it is possible to some of the other canals. Some of the structures on the Eighty Foot Ditch were contributed to by Wells and Barnett. The ownership therefore being so involved, it is proposed that all parties with any possible claim to the works become a party to the transfer to the district, and the instrument by which this is done is given in Appendix C.

The existing irrigation and drainage works proposed to be acquired by the district serve practically the whole irrigable area in the district. Whether the entire cost shall be distributed equally over the entire acreage or whether the cost of each canal and drain shall be allocated to the particular area which it serves is a matter for the assessors to decide. It is your engineer's opinion however that the system is so complicated that the former method is more desirable.

NEW CONSTRUCTION:

"A"

Detailed estimates of cost of new construction have been made based on preliminary surveys and designs. The unit prices used in these estimates have been fixed with due consideration of the conditions surrounding the construction, and

Page # 53 & 54

Not accurate

include a liberal allowance for engineering and administration expense. Where the full details of the design have not been taken into account an additional allowance is made for contingencies.

RIVER WEIR

182 cu. yds. concrete @ 35* ...	\$6370
56000 f.b.m. lumber @ 90*	5040
Reinforcement etc.....	1690
Contingencies	<u>1300</u>
	\$14,400

*Excavation and backfill included in unit costs for concrete and lumber.

MAIN CANAL

210,000 cu. yds. earthwork @ 21¢	\$44,100
Headgate	936
4 drops @ \$550	2,200
Stop gate (East Side Canal)	810
Headgate (West Side Connection)	810
Main Drain siphon	1,250
5 bridges @ \$483	2,415
Irrigation siphon	364
91.4 acres right of way @ \$20	1,828
40.2 acres right of way @ \$50	<u>2,010</u>
	\$56,723

ALEJANDRO CANAL

89,000 cu. yds. earthwork @ 21¢	\$18,690
Headgate	657
Stop gate	657
3 bridges @ \$740	2,220
2 bridges @ \$1,000	2,000
County road bridge	3,200
125 acres right of way @ \$20	<u>2,500</u>
	\$29,924

EAST LEVEE REPAIRS

Estimated cost	\$15,000
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EAST LEVEE GATE

323 cu. yds. excavation @ 50¢	\$161.50	
50 cu. yds. concrete @ \$20	1000.00	
460 lbs. reinforcement @ 10¢	46.00	
580 f.b.m. lumber @ \$30	17.40	
280 f.b.m. " @ \$50	14.00	
Carpentry	25.00	
Freight	30.00	
Hauling	25.00	
Contingencies	<u>141.10</u>	\$1,460

ADDITIONAL LATERALS AND REPAIRS

In order to serve each 160 acres of land in the district some additional laterals and structures will be needed. It is impossible at the present time to determine where these may be advantageously located and therefore a detailed estimate of cost cannot be given. It is also deemed advisable to set aside a fund for repairing the existing system and adapting some of the canal connections and take-outs more to the system of irrigation which will be followed in the future than that for which the system was built. For this reason an amount of \$45,049 has been added to this estimate to cover the construction just described

45649
\$45,049

Total

~~\$148,156~~
143,156

SUMMARY

Purchase of K. V. W. Co. properties	\$42,000	
" of K. V. W. Co. properties	128,000	
" of Irrigation and Drainage works.....	611,844	
New Construction	103,107	- 117,507
Additional laterals and repairs	<u>45,049</u>	- 45,649
Total	\$930,000	<u>945,000</u>

BOND ISSUE REQUIRED:

The bond issue required for the carrying out of the first unit of the District Plan as hereinbefore given will be

945,000
~~\$930,000~~ or the exact amount of the cost estimate. There is no occasion to make an allowance for bond interest during construction since the works necessary for a fairly adequate service to the lands are already constructed and will be acquired by purchase. The new construction is in the nature of improvements which will increase the efficiency of the service and provide a better water supply for the lands but nevertheless every acre of land in the district is in a position to utilize its irrigation water at the present time.

It seems also unnecessary to provide for bond discount or the expenses of marketing. The proposed bond issue is but ~~\$930,000~~^{945,000} as against an appraised value of the district lands of \$5,333,960 based on an appraisal by Mr. Philip Johnson made for bank loan purposes and therefore ultra conservative. With so slight a lien bonds should be readily marketable at par.

Administration and other overhead expense has been adequately provided for in the unit prices used in the cost estimates.

SECOND UNIT:

As before stated it is not proposed to acquire the title to any storage works or facilities at the present time but to lease the existing reservoir site and works of the Buena Vista Reservoir Association and operate same under said lease for the time being. The lease will be for a period of

five years as appears in the agreement in Appendix F. By the end of said period it should be definitely known whether the power developments proposed on the Kern River will be carried to completion with their consequent effect on the river flow, and whether the Isabella Reservoir project of the Kern River Water Storage District will be an accomplished fact. Depending on these circumstances the second unit may take either of the following two forms.

BUENA VISTA RESERVOIR PROJECT:

This project consists of the acquisition by the district of the works of the Buena Vista Reservoir Association and so much of their lands as will be included in the reservoir. The reservoir itself will be reduced in size by the construction of a levee, known as the West Levee, in the location shown on the Exhibit attached to Appendix F. This will reduce the reservoir capacity from 209,000 acre feet to 119,000 acre feet and will reduce the water surface in even a greater proportion, thus reducing evaporation losses. It will reclaim 9,620 acres of land, of which 6,810 acres are of high quality. The Alejandro Canal will be increased in capacity to 500 c.f.s. which will permit all diversions to be made from Second Point of Measurement to the reservoir through this canal rather than through the bed of the river except during extreme floods, thus reducing carriage losses.

The approximate of cost of this unit will be as

follows:

Purchase of reservoir lands and works	\$278,000
West Levee construction	248,000
Alejandro Canal enlargement	20,000
Pumping plants	6,560
Lateral system	9,100
Total	\$561,660

The assessment for this unit would go to a considerable extent against the reclaimed lands. In other words the construction of the West Levee would be chargeable partly against the reclamation of the lands and partly against the district as a whole on account of increased reservoir efficiency. The purchase of the works themselves and the enlargement of the Alejandro Canal would, of course, be chargeable to the district as a whole.

ISABELLA PROJECT:

In case the power developments and the storage plan of the Kern River Water Storage District go through, it will probably be found to the advantage of the Buena Vista Water Storage District to join in the construction of Isabella Reservoir to the extent of their storage needs. It is probable that the saving of the immense reservoir evaporation and conveyance losses which are present in the Buena Vista Reservoir would so increase the efficiency of service as to make the proposition very attractive. The bed of Buena Vista Reservoir would then be entirely available for agriculture except during

those years of such extreme flood that it cannot be taken care of even by the proposed mountain storage. If this project is adopted for the second unit, no lands in the reservoir bed would be purchased and none of the reservoir works except North Levee and the Outlet Canal from Kern River to the head of Kern Valley Water Company's Canal. The Alejandro Canal would need no enlargement and the only new construction necessary would be the laterals in the bed of the present reservoir which would, of course, be chargeable to this area.

It is impossible to estimate the cost of the unit if carried out along these lines since the cost of Isabella Reservoir and the proportional amount that Buena Vista District would be involved in its construction are at present unknown. It is safe to say however that the cost would be little, if any, greater than that of contracting the area of Buena Vista Reservoir and the service to the land would probably be materially improved.

Respectfully submitted

C. E. Blouch
Director

J. H. Gordon
Director

Howard McCall
Director

P. J. [unclear]
Director

Director

Buttonwillow, Calif.,
November 16, 1927.

APPENDIX A.

APPENDIX A

THIS AGREEMENT made this day of 1927, by
and between KERN VALLEY WATER COMPANY, a corporation, and
MILLER & LUX INCORPORATED, a corporation, hereinafter called
First Parties, and BUENA VISTA WATER STORAGE DISTRICT, a water
storage district organized under the provisions of the Water
Storage District Act of the State of California, hereinafter
called Second Party;

W I T N E S S E T H:

That for and in consideration of the mutual covenants
herein contained, First Parties agree to sell and Second Party
agrees to buy all the properties described and set forth upon
Exhibit "A" annexed hereto, hereby referred to and made a part
hereof by reference; in consideration whereof Second Party a-
grees to pay First Parties at the time and in the manner here-
inafter provided the sum of forty-two thousand dollars
(\$42,000.00).

Upon the adoption by Second Party of its project and
the spread of assessments thereunder, and the voting of bonds
by the land owners within the boundaries of Second Party, Sec-
ond Party shall proceed promptly with the sale of such of said
bonds as may then be necessary in the opinion of Second Party,
provided that the said bonds shall receive the approval of the
California Bond Certification Commission.

First Parties shall thereupon tender conveyances of the properties and rights hereinbefore specified on their parts respectively to be conveyed by good and sufficient deeds or other conveyances. First Parties shall convey a fee simple title as to all lands owned by it and herein agreed to be conveyed to Second Party, and as to all rights-of-way herein agreed to be conveyed, said First Parties shall grant and convey unto Second Party good and sufficient easements therein for the purposes of Second Party as herein defined.

Second Party shall have a period of sixty (60) days after the tender of delivery of deeds or other conveyances herein within which to search the title to the physical properties described in such instruments, and on or before the expiration of said sixty (60) day period shall report to First Parties any defects in said titles, and said First Parties shall thereafter have sixty (60) days within which to cure such defects, or to give Second Party a good and sufficient bond in such amount as may be required by Second Party to protect Second Party against such defects, and on the expiration of which period Second Party shall pay the moneys herein provided to be paid, and First Parties shall make delivery of the instruments necessary for the conveyances herein agreed to be made.

IN WITNESS WHEREOF, the said parties, by their respective officers thereunto duly authorized, have caused their respective names and seals to be hereunto affixed, all on the day and year first above written.

KERN VALLEY WATER COMPANY

By J. Leroy Nickel
President

By W. H. Trump
Secretary

MILLER & LUX INCORPORATED

Signed and sealed

By Jas. E. Fickett
President

By W. H. Trump
Secretary

First Parties

BUENA VISTA WATER STORAGE
DISTRICT

By C. E. Houchin
President

By Howard H. Bell
ASS't Secretary

Second Party

EXHIBIT A

SCHEDULE OF PROPERTIES TO BE CONVEYED
BY KERN VALLEY WATER COMPANY AND OTHERS
TO THE BUENA VISTA WATER STORAGE DISTRICT.

<u>Canal</u>	<u>From</u>	<u>To</u>	<u>Width of easement R/W</u>
Kern Valley Water Canal	Head in Outlet Canal in NW $\frac{1}{4}$ Sec. 15, T. 30 S., R. 24 E.	S. line Sec. 21, T. 28 S., R. 22 E.	400

APPENDIX B.

APPENDIX B

THIS AGREEMENT made this day of 1927,
by and between KERN VALLEY RECLAMATION COMPANY, hereinafter
called First Party, and BUENA VISTA WATER STORAGE DISTRICT, a
water storage district organized under the provisions of the
Water Storage District Act of the State of California, here-
inafter called Second Party:

W I T N E S S E T H:

That for and in consideration of the mutual cove-
nants herein contained, First Party agrees to sell and Second
Party agrees to buy all the properties described and set forth
upon Exhibit "A" annexed hereto, hereby referred to and made a
part hereof by reference; in consideration whereof Second Par-
ty agrees to pay First Party at the time and in the manner
hereinafter provided the sum of One Hundred Twenty-eight Thou-
sand Dollars (\$128,000.00).

Upon the adoption by Second Party of its project and
the spread of assessments thereunder, and the voting of bonds
by the land owners within the boundaries of Second Party, Sec-
ond Party shall proceed promptly with the sale of such of said
bonds as may then be necessary in the opinion of Second Party,
provided that the said bonds shall receive the approval of
the California Bond Certification Commission.

First Party shall thereupon tender conveyances of the properties and rights hereinbefore specified on its part to be conveyed by good and sufficient deeds or other conveyances. First Party shall convey a fee simple title as to all lands owned by it and herein agreed to be conveyed to Second Party, and as to all rights-of-way herein agreed to be conveyed, said First Party shall grant and convey unto Second Party good and sufficient easements therein for the purposes of Second Party as herein defined.

Second Party shall have a period of sixty (60) days after the tender of delivery of deeds or other conveyances herein within which to search the title to the physical properties described in such instruments, and on or before the expiration of said sixty (60) day period shall report to First Party any defects in said titles, and said First Party shall thereafter have sixty (60) days within which to cure such defects, or to give Second Party a good and sufficient bond in such amount as may be required by Second Party to protect Second Party against such defects, and on the expiration of which period, Second Party shall pay the moneys herein provided to be paid, and First Party shall make delivery of the instruments necessary for the conveyances herein agreed to be made.

IN WITNESS WHEREOF, the parties hereto, by their respective officers thereunto duly authorized, have caused their respective names and seals to be hereunto affixed, all on the day and year first above written.

KERN VALLEY RECLAMATION COMPANY,

By: J. Leroy Nickel
President

By: W. H. Trump Secretary First Party

BUENA VISTA WATER STORAGE DISTRICT,

By: C. E. Houchin
President

By: Howard H. Bell Ass't Secretary Second Party

EXHIBIT "A"

SCHEDULE OF PROPERTIES TO BE CONVEYED
BY KERN VALLEY RECLAMATION COMPANY AND OTHERS
TO THE BUENA VISTA WATER STORAGE DISTRICT.

<u>Canal</u>	<u>From</u>	<u>To</u>	Width of easement R/W
Kern Valley Recla- mation Company's Canal	S. line Sec. 21. T. 28 S., R. 22 E.	N. line of S $\frac{1}{2}$ of S $\frac{1}{2}$ of Sec. 21, T. 26 S., R. 22 E.	400
Goose Lake Canal	Head in NE $\frac{1}{4}$ Sec. 25. T. 27 S., R. 22E.	End in Bull Slough in S $\frac{1}{2}$ of Sec. 17, T. 24, S., R. 22 E.	140

APPENDIX C.

APPENDIX C

THIS AGREEMENT made this day of 1927,

by and between MILLER & LUX INCORPORATED, a corporation, W. T. WELLS and R. F. BARNETT, hereinafter called First Parties, and BUENA VISTA WATER STORAGE DISTRICT, a water storage district organized under the provisions of the Water Storage District Act of the State of California, hereinafter called Second Party;

W I T N E S S E T H:

That for and in consideration of the mutual covenants herein contained, First Parties agree to sell and Second Party agrees to buy all the properties described and set forth upon Exhibit "A" annexed hereto, hereby referred to and made a part hereof by reference; in consideration whereof Second Party agrees to pay First Parties at the time and in the manner hereinafter provided the sum of Six Hundred Eleven Thousand Eight Hundred Forty-four and 00/100 (\$611,844.00) Dollars.

It is understood and agreed that said sum of Six Hundred Eleven Thousand Eight Hundred Forty-four and 00/100 (\$611,844.00) Dollars shall be divided and distributed among First Parties, or their successors, in such a way that the amount received by each party shall equal the assessment placed upon his or its land by Second Party, to defray the cost of acquiring the properties herein agreed to be conveyed.

Upon the adoption by Second Party of its project and the spread of assessments thereunder, and the voting of bonds by the land owners within the boundaries of Second Party, Second Party shall proceed promptly with the sale of such of said bonds as may then be necessary in the opinion of Second Party, provided that the said bonds shall receive the approval of the California Bond Certification Commission.

First Parties shall thereupon tender conveyance of the properties and rights hereinbefore specified on their parts respectively to be conveyed, by good and sufficient deeds or other conveyances. First Parties shall convey a fee simple title as to all lands owned by it and herein agreed to be conveyed to Second Party, and as to all rights-of-way herein agreed to be conveyed, said First Parties shall grant and convey unto Second Party a good and sufficient easements therein for the purposes of Second Party as herein defined.

Second Party shall have a period of sixty (60) days after the tender of delivery of deeds or other conveyances herein within which to search the title to the physical properties described in such instruments, and on or before the expiration of said sixty (60) day period shall report to First Parties any defects in said titles, and said First Parties shall thereafter have sixty (60) days within which to cure such defects, or to give Second Party a good and sufficient bond in

such amount as may be required by Second Party to protect Second Party against such defects, and on the expiration of which period Second Party shall pay the moneys herein provided to be paid, and First Party shall make delivery of the instruments necessary for the conveyances herein agreed to be made.

It is understood that this agreement is made subject to the interest or easements, if any, which the Carmel Cattle Company may have in or to the properties described in Exhibit "A" or any part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

MILLER & LUX INCORPORATED,

By: Jas. E. Fickett
President

By: W. H. Trump
Asst. Secretary

W. T. WELLS

Signed and sealed

R. B. Barnett

First Parties

BUENA VISTA WATER STORAGE DISTRICT,

By: C. E. Houchin
President

By: Howard H. Bell
Ass't Secretary

EXHIBIT A

SCHEDULE OF PROPERTIES TO BE CONVEYED
BY MILLER AND LUX, INCORPORATED AND OTHERS
TO THE BUENA VISTA WATER STORAGE DISTRICT.

<u>Ref.</u>	<u>Canal</u>	<u>From</u>	<u>To</u>	<u>Width of easement R/W</u>
E	East Side Canal	Head in Outlet Canal NE $\frac{1}{4}$ Sec. 23, T. 30 S., R. 24 E.	Head of East Side Branch in Sec. 30, T. 28 S., R. 23 E.	140
	do.	Head of East Side Branch in Sec. 30, T. 28 S., R. 22 E.	End of "E5" in NE $\frac{1}{4}$ of Sec. 24, T. 28 S., R. 22 E.	100
	do.	End of "E5" in NE $\frac{1}{4}$ of Sec. 24, T. 28 S., R. 22 E.	Junction of "MD1" in SW $\frac{1}{4}$ Sec. 34, T. 27 S., R. 22 E.	140
	do.	Junction of "MD1" in SW $\frac{1}{4}$ Sec. 34, T. 27 S., R. 22 E.	Head of E12 in SE $\frac{1}{4}$ Sec. 23, T. 27 S., R. 22 E.	120
E1	Deep Wells Ditch	Head in "E" in SE $\frac{1}{4}$ Sec. 34, T. 29 S., R. 23 E.	N. line Sec. 24, T. 29 S., R. 23 E.	100
E2	Garden Ditch	Head in "E" in NE $\frac{1}{4}$ Sec. 14, T. 29 S., R. 23 E.	Junction of "W2" in SE $\frac{1}{4}$ Sec. 10, T. 29 S., R. 23 E.	100
E3	Schoolhouse Ditch	Head in "E" in SW $\frac{1}{4}$ Sec. 11, T. 29 S., R. 23 E.	Junction with "E3B" in NE $\frac{1}{4}$ Sec. 26, T. 28 S., R. 22 E.	100
	do.	Junction with "E3B" in NE $\frac{1}{4}$ Sec. 26, T. 28 S., R. 22 E.	NE $\frac{1}{4}$ Sec. 15, T. 28 S., R. 22 E.	70
E3A	Ditch #14	Junction with "E3" in SW $\frac{1}{4}$ Sec. 4, T. 29 S., R. 23 E.	Junction with "MD" in NW $\frac{1}{4}$ Sec. 8, T. 29 S., R. 22 E.	60

<u>Ref.</u>	<u>Canal</u>	<u>From</u>	<u>To</u>	<u>Width of easement R/W</u>
E3B	Canal #5	Head in "E3" in NE $\frac{1}{4}$ Sec. 36, T. 28 S., R. 22 E.	End in "E3" in SE $\frac{1}{4}$ Sec. 26, T. 28 S., R. 22 E.	80
E4	East Side Cut-off	Head in "E" in NE $\frac{1}{4}$ Sec. 32, T. 28 S., R. 23 E.	SW $\frac{1}{4}$ Sec. 20, T. 28 S., R. 23 E.	
E5	East Side Branch	Head in "E" in NW $\frac{1}{4}$ Sec. 30, T. 28 S., R. 23 E.	End in "E" in NE $\frac{1}{4}$ Sec. 24, T. 28 S., R. 22 E.	140
E6	Canal #17	Head in "E" in NE $\frac{1}{4}$ Sec. 25, T. 28 S., R. 22 E.	End in "E3" in NW $\frac{1}{4}$ Sec. 26, T. 28 S., R. 22 E.	80
E6A	Canal #18	Head in "E6" in NW $\frac{1}{4}$ Sec. 25, T. 28 S., R. 22 E.	Junction with "E6A1" in SW $\frac{1}{4}$ Sec. 11, T. 28 S., R. 22 E.	80
	do.	Junction with "E6A1" in SW $\frac{1}{4}$ Sec. 11, T. 28 S., R. 22 E.	SW $\frac{1}{4}$ Sec. 10, T. 28 S., R. 22 E.	50
E6A1	Canal #20	Head in "E8" in SW $\frac{1}{4}$ Sec. 11, T. 28 S., R. 22 E.	End in "E6A" in SW $\frac{1}{4}$ Sec. 11, T. 28 S., R. 22 E.	80
E6B	Canal #19	Head in "E6" in NE $\frac{1}{4}$ Sec. 26, T. 28 S., R. 22 E.	End in "E3" in SW $\frac{1}{4}$ Sec. 14, T. 28 S., R. 22 E.	60
E7	East Schoolhouse Ditch	Head in "E" in NW $\frac{1}{4}$ Sec. 24, T. 28 S., R. 22 E.	End in "E6A" in SE $\frac{1}{4}$ Sec. 14, T. 28 S., R. 22 E.	50
E8	Canal #8	Head in "E" in NW $\frac{1}{4}$ Sec. 13, T. 28 S., R. 22 E.	End in "MD1" in NW $\frac{1}{4}$ Sec. 10, T. 28 S., R. 22 E.	60
E8A	Canal #21	Head in "E" in NW $\frac{1}{4}$ Sec. 11, T. 28 S., R. 22 E.	End in "E8" in NW $\frac{1}{4}$ Sec. 11, T. 28 S., R. 22 E.	50
E9	Cox Canal	Head in "E" in NE $\frac{1}{4}$ Sec. 28, T. 27 S., R. 22 E.	NE $\frac{1}{4}$ Sec. 4, T. 27 S., R. 22 E.	80

<u>Ref.</u>	<u>Canal</u>	<u>From</u>	<u>To</u>	<u>Width of easement R/W</u>
E9A	17 Canal	Head in "E9" in NW $\frac{1}{4}$ Sec. 21, T. 27 S., R. 22 E.	Junction with "E9A2" in SE $\frac{1}{4}$ Sec. 8, T. 27 S., R. 22 E.	80
E9A1	Canal #30	Head in "E9A" in SE $\frac{1}{4}$ Sec. 17, T. 27 S., R. 22 E.	Junction with "W8" in SW $\frac{1}{4}$ Sec. 17, T. 27 S., R. 22 E.	50
E9A1A	Canal #30A	Head in "E9A1" in SW $\frac{1}{4}$ Sec. 17, T. 27 S., R. 22 E.	NW $\frac{1}{4}$ Sec. 17, T. 27 S., R. 22 E.	60
E9A2	Canal #31	Head in "E9A" in SE $\frac{1}{4}$ Sec. 8, T. 27 S., R. 22 E.	NW $\frac{1}{4}$ Sec. 17, T. 27 S., R. 22 E.	60
E10	15 Canal	Head in "E" in SW $\frac{1}{4}$ Sec. 22, T. 27 S., R. 22 E.	N. line Sec. 15, T. 27 S., R. 22 E.	80
E11	14 Canal	Head in "E" in SE $\frac{1}{4}$ Sec. 22, T. 27 S., R. 22 E.	End in "GL" in NW $\frac{1}{4}$ Sec. 14, T. 27 S., R. 22 E.	60
E12	23 Canal	Head in "E" in SE $\frac{1}{4}$ Sec. 23, T. 27 S., R. 22 E.	NE $\frac{1}{4}$ Sec. 23, T. 27 S., R. 22 E.	60
E12A	23 Lateral	Head in "E12" in SE $\frac{1}{4}$ Sec. 23, T. 27 S., R. 22 E.	End in "GL" in SE $\frac{1}{4}$ Sec. 14, T. 27 S., R. 22 E.	60
W	West Side Canal	Head in Outlet Canal in NW $\frac{1}{4}$ Sec. 15, T. 30 S., R. 24 E.	N. line of S $\frac{1}{2}$ of S $\frac{1}{2}$ of Sec. 31, T. 26 S., R. 22 E.	150
W1	Arizona Ditch	Head in "W" in SE $\frac{1}{4}$ Sec. 9, T. 30 S., R. 24 E.	End in "W2" in SE $\frac{1}{4}$ Sec. 15, T. 29 S., R. 23 E.	100
W1A	Weed Island Ditch	Head in "W1" in SW $\frac{1}{4}$ Sec. 32, T. 29 S., R. 24 E.	End in "W2" in NW $\frac{1}{4}$ Sec. 26, T. 29 S., R. 23 E.	80
W1B	Mirasol Ditch	Head in "W1" in NW $\frac{1}{4}$ Sec. 25, T. 29 S., R. 23 E.	End in "W2" in SE $\frac{1}{4}$ Sec. 22, T. 29 S., R. 23 E.	100

<u>Ref.</u>	<u>Canal</u>	<u>From</u>	<u>To</u>	<u>Width of easement R/W</u>
W1C	Sudan Ditch	Head in "W1" in SW $\frac{1}{4}$ Sec. 24, T. 29 S., R. 23 E.	End in "W2" in NE $\frac{1}{4}$ Sec. 22, T. 29 S., R. 23 E.	100
W2	Eighty Foot Ditch	Head in "W" in SE $\frac{1}{4}$ Sec. 35, T. 29 S., R. 23 E.	Junction with "D1" in SW $\frac{1}{4}$ Sec. 26, T. 29 S., R. 23 E.	160
	do.	Junction with "D1" in SW $\frac{1}{4}$ Sec. 26, T. 29 S., R. 23 E.	N. line Sec. 22, T. 29 S., R. 23 E.	140
	do.	N. line Sec. 22, T. 29 S., R. 23 E.	N. line Sec. 10, T. 29 S., R. 23 E.	120
	do.	N. line Sec. 10, T. 29 S., R. 23 E.	End in "E" in NE $\frac{1}{4}$ Sec. 4, T. 29 S., R. 23 E.	100
W2A	Corn Camp Ditch	Head in "W2" in SE $\frac{1}{4}$ Sec. 15, T. 29 S., R. 23 E.	End in "D3" in NE $\frac{1}{4}$ Sec. 7, T. 29 S., R. 23 E.	80
W2B	South Canal #5	Head in "W2" in SE $\frac{1}{4}$ Sec. 4, T. 29 S., R. 23 E.	End in "E3" in SE $\frac{1}{4}$ Sec. 25, T. 28 S., R. 22 E.	100
W3	Lateral #2	Head in "W" in SE $\frac{1}{4}$ Sec. 18, T. 29 S., R. 23 E.	End in "MD" in NE $\frac{1}{4}$ Sec. 5, T. 28 S., R. 22 E. 35?	70
W3A	Lateral #3	Head in "W3" in NE $\frac{1}{4}$ Sec. 18, T. 29 S., R. 23 E.	End in "MD" in NW $\frac{1}{4}$ Sec. 6, T. 29 S., R. 23 E.	70
W4	Lateral X	Head in "W" in SW $\frac{1}{4}$ Sec. 7, T. 29 S., R. 22 E.	End in "D4" in NE $\frac{1}{4}$ Sec. 1, T. 29 S., R. 22 E.	60
W5	Canal K	Head in "W" in NE $\frac{1}{4}$ Sec. 12, T. 29 S., R. 22 E.	Junction with "W5B" in SE $\frac{1}{4}$ Sec. 1, T. 29 S., R. 22 E.	100
W5A	Canal N	Head in "W5" in SE $\frac{1}{4}$ Sec. 1, T. 29 S., R. 22 E.	SE $\frac{1}{4}$ Sec. 22, T. 28 S., R. 22 E.	100

<u>Ref.</u>	<u>Canal</u>	<u>From</u>	<u>To</u>	<u>Width of easement R/W</u>
W5B	Willow Lateral	Junction with "W5" in SE $\frac{1}{4}$ Sec. 1, T. 29 S., R. 22 E.	End in "D4" in SE $\frac{1}{4}$ Sec. 35, T. 28 S., R. 22 E.	70
W6	West Side Cut-off	Head in "W" in SE $\frac{1}{4}$ Sec. 34, T. 28 S., R. 22 E.	End in "W" in NW $\frac{1}{4}$ Sec. 21, T. 28 S., R. 22 E.	80
W6A	Lateral #5	Head in "W6" in SE $\frac{1}{4}$ Sec. 34, T. 28 S., R. 22 E.	Junction with "W6A1" in SE $\frac{1}{4}$ Sec. 34, T. 28 S., R. 22 E.	110
W6A1	Lateral #16	Junction with "W6A" in SE $\frac{1}{4}$ Sec. 34, T. 28 S., R. 22 E.	Junction with "W6A1A" in SE $\frac{1}{4}$ Sec. 27, T. 28 S., R. 22 E.	60
W6A1A	Lateral #17	Junction with "W6A1" in SE $\frac{1}{4}$ Sec. 27, T. 28 S., R. 22 E.	NW $\frac{1}{4}$ Sec. 27, T. 28 S., R. 22 E.	60
W6B	Canal #29	Head in "W6" in NE $\frac{1}{4}$ Sec. 28, T. 28 S., R. 22 E.	End in "MD" in NW $\frac{1}{4}$ Sec. 22, T. 28 S., R. 22 E.	90
W7	Lateral #9	Head in "W" in NW $\frac{1}{4}$ Sec. 21, T. 28 S., R. 22 E.	SE $\frac{1}{4}$ Sec. 9, T. 28 S., R. 22 E.	50
W8	Canal #30	Head in "W" in SW $\frac{1}{4}$ Sec. 17, T. 27 S., R. 22 E.	Junction with "E9A1" in SW $\frac{1}{4}$ Sec. 17, T. 28 S., R. 22 E.	50
W9	Estrada Canal	Head in "W" in SE $\frac{1}{4}$ Sec. 6, T. 27 S., R. 22 E.	NW $\frac{1}{4}$ Sec. 4, T. 27 S., R. 22 E.	80
W9A	Canal B	Head in "W9" in SW $\frac{1}{4}$ Sec. 5, T. 27 S., R. 22 E.	NW $\frac{1}{4}$ Sec. 5, T. 27 S., R. 22 E.	70
W9B	Canal C	Head in "W9" in SE $\frac{1}{4}$ Sec. 5, T. 27 S., R. 22 E.	NE $\frac{1}{4}$ Sec. 5, T. 27 S., R. 22 E.	60

Ref.

MD1	Canal A	Head in "MD" in NE $\frac{1}{4}$ Sec. 15, T. 28 S., R. 22 E.	End in "E" in SW $\frac{1}{4}$ Sec. 34, T. 27 S., R. 22 E.	70
GL1	Canal D	Head in "GL" in SE $\frac{1}{4}$ Sec. 5, T. 25 S., R. 22 E.	End in SE $\frac{1}{4}$ Sec. 2, T. 25 S., R. 22 E.	80 ?
BV1	Maples Canal	Head in Buena Vista Lake SW $\frac{1}{4}$ Sec. 19, T. 31 S., R. 26 E.	NW $\frac{1}{4}$ Sec. 4, T. 32 S., R. 27 E.	120 ?
MD	Main Drain	SE $\frac{1}{4}$ Sec. 15, T. 30 S., R. 24 E.	End in "GL" in SE $\frac{1}{4}$ Sec. 33, T. 26 S., R. 22 E.	140
D1	Florida Ditch	NE $\frac{1}{4}$ Sec. 36, T. 29 S., R. 23 E.	Junction with "D2" in SW $\frac{1}{4}$ Sec. 26, T. 29 S., R. 23 E.	140
D2	Parallel Ditch	Junction with "D1" in SW $\frac{1}{4}$ Sec. 26, T. 29 S., R. 23 E.	Junction with "MD" in NE $\frac{1}{4}$ Sec. 15, T. 29 S., R. 23 E.	40
D3	Main Drain Branch	SW $\frac{1}{4}$ Sec. 21, T. 29 S., R. 23 E.	End in "MD" in SE $\frac{1}{4}$ Sec. 6, T. 29 S., R. 23 E.	90
D4	Coyote Drain	SE $\frac{1}{4}$ Sec. 7, T. 29 S., R. 23 E.	End in "W5A" in SE $\frac{1}{4}$ Sec. 35, T. 28 S., R. 22 E.	60
D5	Lateral #4	NE $\frac{1}{4}$ Sec. 2, T. 29 S., R. 22 E.	End in "W6" in SE $\frac{1}{4}$ Sec. 34, T. 28 S., R. 22 E.	80
D6	North Schoolhouse Ditch	SW $\frac{1}{4}$ Sec. 10, T. 28 S., R. 22 E.	End in "MD" in SW $\frac{1}{4}$ Sec. 4, T. 28 S., R. 22 E.	50

APPENDIX D.

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APPENDIX D

THIS AGREEMENT made and entered into this day
of 1927, between MILLER & LUX INCORPORATED, a
corporation, First Party, and BUENA VISTA WATER STORAGE DIS-
TRICT, a water storage district organized pursuant to the
Water Storage District Act of the State of California, Second
Party;

W I T N E S S E T H:

WHEREAS, First Party - as one of the parties of the
first part to that certain water right agreement known as the
"Miller-Haggin Agreement", recorded October 13, 1888, in Vol.
2, Contracts and Agreements, page 40, Kern County Records - is
entitled to receive and use on the lands described in Exhibit
"A" attached hereto, a portion of the water of Kern River de-
livered at what is known as the second point of measurement;
and

WHEREAS, part of the land owned by First Party and
described in said Exhibit "A" lies within the boundaries of
Second Party; and

WHEREAS, it is mutually desirable that the use of
said water be confined to said lands within said District
boundaries, and not otherwise; and

WHEREAS, it is desirable that Second Party have control of all the water used for the irrigation of the lands within said District, in order that a central distributing agency may be created; and

WHEREAS, First Party is willing to transfer such control of the water to which its lands are entitled within the boundaries of said District to Second Party, and Second Party is willing to accept such control of said water; and

WHEREAS, it is desirable that said land described in said Exhibit "A" and not within the boundaries of Second Party, subordinate its right to receive said water to the lands of First Party within the boundaries of Second Party;

NOW, THEREFORE, THIS AGREEMENT:

(1) For and in consideration of the premises and other good and valuable consideration, First Party quitclaims to Second Party all its right, title and interest in and to the waters of Kern River delivered at second point of measurement, which said water is appurtenant to the lands of First Party within the boundaries of Second Party, said lands of First Party being described in Exhibit "B", attached hereto and made a part of this Agreement; with the express understanding, however, that said waters, and all thereof, shall be diverted by Second Party to First Party's said lands within the boundaries of Second Party.

out

(2) It is understood and agreed that full control of the manner and method of distribution of said water - including regulation by storage - to said lands of First Party shall be in Second Party.

(3) It is agreed that the lands of First Party lying outside of the boundaries of the Second Party and described in Exhibit "A" attached hereto, shall receive said water only in subordination to the requirements of said lands of First Party and lands of third parties (including Sections Five (5) and Nine (9), 29/23,) lying within the boundaries of Second Party, and only after the irrigation requirements of all lands, regardless of ownership, within the boundaries of Second Party have been fully satisfied.

(4) Nothing herein contained shall be construed as giving Second Party the right to store said water, or any thereof, above second point, without the consent of First Party. (X)

(5) It is further understood and agreed that this agreement is made for the benefit of the lands of First Party within the boundaries of Second Party, and that the same shall run with and bind said lands, regardless of the ownership thereof. (X)

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this agreement on the day and year first above written.

MILLER & LUX INCORPORATED

By Jas. E. Fickett
President (SEAL)

By W. H. Trump
Secretary
First Party

BUENA VISTA WATER STORAGE DISTRICT

Signed and sealed

By C. E. Houchin
President (SEAL)

By Howard H. Bell
Secretary
Second Party

EXHIBIT "A"

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

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

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

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

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

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

Township thirty-one (31) South, Ranges twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28) East; and all of Sections one (1), twelve (12), thirteen (13), twenty-four (24), twenty-five (25) and thirty-six (36), in Township thirty-one (31) South, Range twenty-four (24) East.

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

All of the Mount Diablo base and meridian.

EXHIBIT B

Schedule lands to which Miller and Lux Rights
to Second Point water are to be allocated.

In T. 25 S., R. 22 E. Section 1 - all
" 2 - all
" 3 - SE $\frac{1}{2}$

In T. 25 S., R. 23 E. Section 5 - all
" 6 - all

In T. 27 S., R. 22 E. Section 3 - all west of westerly right
of way line of Goose Lake
Canal.
" 4 - do
" 5 - all
" 6 - all east of westerly right
of way line of West Side
Canal.
" 7 - do
" 9 - all
" 15 - all
" 17 - all east of westerly right
of way line of West Side
Canal.
" 21 - all north of southerly right
of way line of East Side
Canal.
" 23 - all NW $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$, SE $\frac{1}{4}$ of
SW $\frac{1}{4}$ and E $\frac{1}{2}$ north of southerly
right of way line of East
Side Canal and west of east-
erly right of way line of 23
Canal.
" 28 - all west of easterly right of
way line of East Side Canal
" 29 - all east of westerly right of
way line of West Side Canal
" 32 - do
" 33 - all west of easterly right of
way line of East Side Canal.

In T. 28 S., R. 22 E. Section 3 - all west of easterly right of way line of East Side Canal
 " 4 - all
 " 5 - all east of westerly right of way line of West Side Canal
 " 8 - do
 " 9 - do
 " 10 - all
 " 11 - all $S\frac{1}{2}$, $SW\frac{1}{4}$ of $NE\frac{1}{4}$, $S\frac{1}{2}$ of $NW\frac{1}{4}$ and $NW\frac{1}{4}$ of $NW\frac{1}{4}$, west of easterly right of way line of East Side Canal
 " 13 - all west of easterly right of way line of East Side Canal
 " 14 - do

In T. 28 S., R. 22 E. Section 15 - all
 " 16 - all east of westerly right of way line of West Side Canal
 " 21 - do
 " 22 - all
 " 23 - all
 " 24 - all west of easterly right of way line of East Side Canal.
 " 25 - all
 " 26 - all
 " 27 - all $N\frac{1}{2}$, $SE\frac{1}{4}$, $N\frac{1}{2}$ of $SW\frac{1}{4}$ and $SE\frac{1}{4}$ of $SW\frac{1}{4}$ east of westerly right of way line of West Side Canal
 " 28 - all $N\frac{1}{2}$ of $NE\frac{1}{4}$ and $SE\frac{1}{4}$ of $NE\frac{1}{4}$ east of westerly right of way line of West Side Canal
 " 34 - all $N\frac{1}{2}$ of $NE\frac{1}{4}$, $SE\frac{1}{4}$ of $NE\frac{1}{4}$ and $NE\frac{1}{4}$ of $SE\frac{1}{4}$ east of westerly right of way line of West Side Canal
 " 35 - all
 " 36 - all

In T. 28 S., R. 23 E. Section 19 - $SW\frac{1}{4}$ and $S\frac{1}{2}$ of $SE\frac{1}{4}$
 " 20 - $W\frac{1}{2}$
 " 29 - all west of easterly right of way line of East Side Canal
 " 30 - do
 " 31 - all
 " 32 - all west of easterly right of way line of East Side Canal
 " 33 - do

- In T. 29 S., R. 22 E. Section 1 - all east of westerly right of way line of West Side Canal.
- " 2 - all $N\frac{1}{2}$ of $NE\frac{1}{4}$ and $SE\frac{1}{4}$ of $NE\frac{1}{4}$ east of westerly right of way line of West Side Canal
- " 12 - all $NE\frac{1}{4}$ and $NE\frac{1}{4}$ of $SE\frac{1}{4}$ east of westerly right of way line of West Side Canal.

- In T. 29 S., R. 23 E. Section 3 - all $SW\frac{1}{4}$ of $NW\frac{1}{4}$, $SW\frac{1}{4}$ and $SW\frac{1}{4}$ of $SE\frac{1}{4}$ west of easterly right of way line of East Side Canal.
- " 4 - all west of easterly right of way line of East Side Canal
- " 6 - all
- " 7 - all $N\frac{1}{2}$, $SE\frac{1}{4}$, $N\frac{1}{2}$ of $SW\frac{1}{4}$ and $SE\frac{1}{4}$ of $SW\frac{1}{4}$ east of westerly right of way line of West Side Canal
- " 8 - all
- " 10 - all west of easterly right of way line of East Side Canal
- " 11 - all $W\frac{1}{2}$ of $SW\frac{1}{4}$ and $SE\frac{1}{4}$ of $SW\frac{1}{4}$ west of easterly right of way line of East Side Canal
- " 13 - all $SW\frac{1}{4}$ of $NW\frac{1}{4}$, $SW\frac{1}{4}$ and $SW\frac{1}{4}$ of $SE\frac{1}{4}$ west of easterly right of way line of East Side Canal, excepting the pumping stations and grounds of the Producers Transportation Company, right of way and station grounds of Southern Pacific Company, and right of way of Bakersfield-McKittrick highway.

- In T. 29 S., R. 23 E. Section 14 - all of $NW\frac{1}{4}$, $W\frac{1}{2}$ of $NE\frac{1}{4}$, $SE\frac{1}{4}$ of $NE\frac{1}{4}$ and $S\frac{1}{2}$ west of easterly right of way line of East Side Canal, excepting right of way and station grounds of Southern Pacific Company and right of way of Bakersfield - McKittrick highway.
- " 15 - all excepting right of way of Southern Pacific Company and right of way of Bakersfield-McKittrick highway.
- " 16 - do

- In T. 29 S., R. 23 E. Section 17 - all $E\frac{1}{2}$, $NW\frac{1}{4}$, $E\frac{1}{2}$ of $SW\frac{1}{4}$ and $NW\frac{1}{4}$ of $SW\frac{1}{4}$ east of westerly right of way line of West Side Canal excepting right of way of Southern Pacific Company and right of way of Bakersfield-McKittrick highway.
- " 18 - all $E\frac{1}{2}$ and $E\frac{1}{2}$ of $SW\frac{1}{4}$ east of westerly right of way line of West Side Canal excepting right of way and station grounds of Southern Pacific Company and right of way of Bakersfield-McKittrick highway.
- " 20 - all $N\frac{1}{2}$ of $NW\frac{1}{4}$, $N\frac{1}{2}$ of $NE\frac{1}{4}$, $SE\frac{1}{4}$ of $NE\frac{1}{4}$ and $NE\frac{1}{4}$ of $SE\frac{1}{4}$ east of westerly right of way line of West Side Canal.
- " 21 - all east of westerly right of way line of West Side Canal.
- " 22 - all
- " 23 - all
- " 24 - all west of easterly right of way line of East Side Canal.
- " 25 - all
- " 26 - all
- " 27 - all $E\frac{1}{2}$, $NW\frac{1}{4}$ and $N\frac{1}{2}$ of $SW\frac{1}{4}$ east of westerly right of way line of West Side Canal.
- " 28 - all $NE\frac{1}{4}$, $NE\frac{1}{4}$ of $NW\frac{1}{4}$ and $NE\frac{1}{4}$ of $SE\frac{1}{4}$ east of westerly right of way line of West Side Canal
- " 34 - all $NE\frac{1}{4}$ of $NE\frac{1}{4}$ east of westerly right of way line of West Side Canal.
- " 35 - all $NE\frac{1}{4}$, $N\frac{1}{2}$ of $NW\frac{1}{4}$, $SE\frac{1}{4}$ of $NW\frac{1}{4}$ and $NE\frac{1}{4}$ of $SE\frac{1}{4}$ east of westerly right of way line of West Side Canal.
- " 36 - all east of westerly right of way line of West Side Canal.
- In T. 29 S., R. 24 E. Section 19 - all $NW\frac{1}{4}$, $SW\frac{1}{4}$ of $NE\frac{1}{4}$ and $S\frac{1}{2}$ west of easterly right of way line of East Side Canal.

In T. 29 S., R. 24 E. Section 20 - all $\frac{1}{2}$ of $\text{SW}\frac{1}{4}$ and $\text{SE}\frac{1}{4}$ of $\text{SW}\frac{1}{4}$ west of easterly right of way line of East Side Canal.

" 28 - all $\text{SW}\frac{1}{4}$ of $\text{NW}\frac{1}{4}$, $\text{SW}\frac{1}{4}$ of $\text{SE}\frac{1}{4}$ and $\text{SW}\frac{1}{4}$ west of easterly right of way line of East Side Canal

" 29 - all $\text{SE}\frac{1}{4}$ of $\text{NE}\frac{1}{4}$, $\frac{1}{2}$ of $\text{NE}\frac{1}{4}$, $\text{NW}\frac{1}{4}$ and $\text{S}\frac{1}{2}$ west of easterly right of way line of East Side Canal

" 30 - all

" 31 - all

" 32 - all

" 33 - all west of easterly right of way line of East Side Canal.

" 34 - all $\text{S}\frac{1}{2}$ of $\text{NW}\frac{1}{4}$, $\text{SE}\frac{1}{4}$ of $\text{SE}\frac{1}{4}$, $\frac{1}{2}$ of $\text{SE}\frac{1}{4}$ and $\text{SW}\frac{1}{4}$ west of easterly right of way line of East Side Canal.

In T. 30 S., R. 23 E. Section 1 - all $\text{N}\frac{1}{2}$ of $\text{NE}\frac{1}{4}$, $\text{SE}\frac{1}{4}$ of $\text{NE}\frac{1}{4}$ and $\text{NE}\frac{1}{4}$ of $\text{NW}\frac{1}{4}$ east of westerly right of way line of West Side Canal.

In T. 30 S., R. 24 E. Section 2 - all $\frac{1}{2}$ of $\text{NW}\frac{1}{4}$ and $\text{S}\frac{1}{2}$ west of easterly right of way line of East Side Canal.

" 3 - all west of easterly right of way line of East Side Canal.

" 4 - all

" 5 - all east of westerly right of way line of West Side Canal

" 6 - all $\text{N}\frac{1}{2}$, $\text{N}\frac{1}{2}$ of $\text{SE}\frac{1}{4}$, $\text{SE}\frac{1}{4}$ of $\text{SE}\frac{1}{4}$ and $\text{N}\frac{1}{2}$ of $\text{SW}\frac{1}{4}$ east of westerly right of way line of West Side Canal.

" 8 - all $\text{NE}\frac{1}{4}$, $\text{NE}\frac{1}{2}$ of $\text{NW}\frac{1}{4}$ and $\text{NE}\frac{1}{4}$ of $\text{SE}\frac{1}{4}$ east of westerly right of way line of West Side Canal.

" 9 - all $\text{N}\frac{1}{2}$, $\text{SE}\frac{1}{4}$ and $\text{N}\frac{1}{2}$ of $\text{SW}\frac{1}{4}$ east of westerly right of way line of West Side Canal.

" 10 - all

" 11 - all west half, $\text{NE}\frac{1}{4}$, $\text{N}\frac{1}{2}$ of $\text{SE}\frac{1}{4}$ and $\text{SW}\frac{1}{4}$ of $\text{SE}\frac{1}{4}$ west of easterly right of way line of East Side Canal.

- In T. 30 S., R. 24 E. Section 14 - all north of northerly right of way line of Buena Vista Lake Outlet Canal and west of easterly right of way line of East Side Canal.
- " 15 - all NE $\frac{1}{4}$, E $\frac{1}{2}$ of NW $\frac{1}{4}$, NW $\frac{1}{4}$ of NW $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and N $\frac{1}{2}$ of SE $\frac{1}{4}$ east of easterly right of way line of Buena Vista Lake Outlet Canal and east of westerly right of way line of West Side Canal.
- " 23 - all N $\frac{1}{2}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ north of northerly right of way line of Buena Vista Lake Outlet Canal and west of easterly right of way line of East Side Canal.

- In T. 31 S., R. 26 E. Section 28 - all swamp and overflow land in SW $\frac{1}{4}$ and E $\frac{1}{2}$ of SE $\frac{1}{4}$
- " 29 - all swamp and overflow land in section
- " 30 - do
- " 33 - all, excepting right of way and station grounds of Sunset Railroad.
- " 34 - all S $\frac{1}{2}$ of N $\frac{1}{2}$ and S $\frac{1}{2}$ excepting right of way of Sunset Railroad.
- " 35 - all excepting right of way of Sunset Railroad.
- " 36 - all swamp and overflow land in section.

In T. 32 S., R. 27 E. Section 5 - NW $\frac{1}{4}$ and S $\frac{1}{2}$ of NE $\frac{1}{4}$

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APPENDIX E.

APPENDIX E

THIS AGREEMENT made and entered into this day
of 1927, between , First Party, and BUENA
VISTA WATER STORAGE DISTRICT, a water storage district organ-
ized pursuant to the provisions of the Water Storage District
Act of the State of California, Second Party;

W I T N E S S E T H:

WHEREAS, First Party - as the successor of one of
the parties of the first part to that certain water right a-
greement known as the Miller-Haggin Agreement, recorded Octo-
ber 13, 1888, in Vol. 2, Contracts and Agreements, page 40,
Kern County Records - is entitled to a portion of the water
of Kern River delivered at what is known as the second point
of measurement, for use on lands of First Party within the
boundaries of Second Party, said land being more fully de-
scribed as follows:

(Description of Land)

AND, WHEREAS, it is desirable that Second Party have
control of all the water used for the irrigation of the lands
within its boundaries, in order that a central distributing
agency may be created;

AND, WHEREAS, First Party is willing to transfer such
control of the water to which its said lands are entitled to
Second Party, and Second Party is willing to accept such con-
trol of said water;

AND, WHEREAS, it is mutually desirable that the use of said water be confined to the use of said lands within said District boundaries, and not otherwise;

NOW, THEREFORE, THIS AGREEMENT:

(1) For and in consideration of the premises and other good and valuable consideration, First Party quit-claims to Second Party all its right, title and interest in and to the waters of Kern River delivered at the second point of measurement, which said water is appurtenant to the lands of First Party within the boundaries of Second Party; with the express understanding, however, that the said water, and all thereof, shall be diverted by Second Party to First Party's said land within the boundaries of Second Party.

(2) It is understood and agreed that full control of the manner and method of the distribution of said water, including regulation by storage, to said lands of First Party shall be in Second Party.

(3) It is further understood and agreed that this agreement is made for the benefit of the lands of First Party within the boundaries of Second Party, and that the same shall run with and bind said lands, regardless of the ownership thereof.

(4) Nothing herein contained shall be construed as giving Second Party the right to store said water or any thereof, above second point, without the consent of First Party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

First Party

BUENA VISTA WATER STORAGE DISTRICT

By _____
President

By _____
Secretary

Second Party

List of miscellaneous Landowners
who have executed water rights agreement
with Buena Vista Water Storage District.

Separate documents signed by Miller & Lux
and by each landowner.

Barnett, R. F.

Cauzza, J. B.

Chicca, Steve

Gregg, Andrew

Linton, David

Linton, Samuel

Powers, Preston

Rusk, C. W.

Sauer, A. A.

Wells, W. T.

Woad, O. L.

APPENDIX F.

trol of said water in the event mountain storage is not installed in amounts sufficient to regulate said water to meet the irrigation demands of the land within the boundaries of said District, and pending said time when said mountain storage may be installed, but not exceeding a period of five (5) years, to lease First Parties interest in said reservoir lands and other works described in Exhibit "A", with the understanding, however, that at the end of said leasehold period if the said mountain storage as hereinabove described has not been installed, that Second Party will purchase said portion of said reservoir and other works described in Exhibit "B" for the purchase price hereinafter set forth, and will construct a segregation levee segregating said land purchased from the other lands in said reservoir, according to the plans and specifications annexed hereto and marked Exhibit "C", and made a part hereof by reference;

AND, WHEREAS, First Parties are willing to lease their interest in said reservoir and other works described in Exhibit "A" for said period of five (5) years, and to sell at the end of said period that portion described in Exhibit "B" on the terms and conditions hereinafter set forth;

NOW, THEREFORE, THIS AGREEMENT:

For and in consideration of the mutual promises of the parties hereto, said parties bind themselves as follows:

(1) First Parties agree - upon the adoption by Second Party of its project, the spread of assessments thereunder, and the voting of bonds by the land owners within the District - to deliver to Second Party a good and sufficient lease covering their interest in the lands and other properties described in said Exhibit "A", leasing said properties to Second Party for a period of five (5) years, which lease shall provide:

(a) That Second Party shall pay as rental for said land and other properties a sum of money annually equal to the taxes assessed and levied against said properties; and

(b) That if the regulation of said water of Kern River has not been effected at the end of said five (5) years by mountain storage, as hereinafter more particularly described, then in that event Second Party shall purchase outright all the right, title and interest of First Parties in and to said land and other physical properties described in Exhibit "B" for certain sums of money to be paid to each of First Parties as follows:

To: Miller & Lux Incorporated	\$238,229.58
R. F. Barnett	820.22
W. T. Wells	1,640.44
George H. Hansen	410.11
J. B. Cauzza	410.11

\$241,510.46

(c) That in the event mountain storage has been installed at the end of said five (5) years in amounts sufficient to properly regulate said water for the needs of Second Party, that said lease shall terminate and end, and said District shall quit-claim all right, title and interest therein to First Parties, or their successors in interest, and that said reservoir shall forever be freed of any lien, easement or claim of use on the part of the District as a reservoir site, or for use as a reservoir for the lands within the boundaries of said District, and all claims of said district thereon shall cease, terminate and end.

(d) That the State Engineer of the State of California shall determine whether or not any mountain storage that may have been installed is sufficient for the regulation of said water for said lands.

(e) That during said leasehold period and thereafter, in the event said Second Party shall acquire the title to said portion of said reservoir lands, First Parties and their successors and assigns shall have the right to farm and cultivate and otherwise use the surface of said lands, or any part thereof, whenever the same or any part thereof is not under water, which right shall be carried into any deed or other conveyance.

(f) That there shall be a reservation or exception to First Parties, their successors or assigns, of all mineral rights in said lands, including the right to prospect for and develop oil, gas and/or other minerals on said premises, and any part thereof; provided said prospecting and developing are conducted in such manner as not to pollute the waters of said reservoir to such an extent that they may become unfit for irrigation, which reservation and exception shall be carried into any deed or other conveyance.

(g) That Second Party, in the event of the purchase of said lands, will at its sole expense, construct and thereafter continuously maintain a levee along the westerly line of said lands purchased, in accordance with the plans and specifications annexed hereto and marked Exhibit "C". That Second Party shall never permit the water in said reservoir to be or remain at a higher elevation than fourteen and eighty-five one-hundredths (14.85) Buena Vista Gauge (which is equivalent to two hundred ninety-four and seven-tenths (294.7) U. S. G. S. Datum), which provisions shall be carried into any deed or other conveyance.

(h) That Second Party shall covenant and agree in the event of the purchase of said portion of said reservoir and other works that it will perform the covenants and agreements of the Parties of the First Part in that certain water settle-

ment agreement known as the Miller-Haggin Agreement, (recorded October 13, 1888, in Vol. 2, Contracts and Agreements, page 40, Kern County Records,) in regard to the maintenance, repair and operation of the said reservoir and of the levees, gates and other irrigation and reclamation works described in Exhibits "A" and "B", and in particular the east levee thereof and the works appurtenant thereto.

(1) That in the event the said mountain storage is not installed, or if installed and found by the State Engineer not to be in amount sufficient for the needs of the lands within the District, Second Party within a reasonable time prior to the expiration of said five (5) years, will take the necessary proceedings according to said Water Storage District Act, before the State Engineer and otherwise, for the acquisition of said portion of said lake bottom and other works, and the construction of said segregation levee, and will take the necessary steps to have an assessment spread on said land according to the benefits to be derived from the acquisition of said land and works, and for the voting of bonds by the land-owners within the District; and when such steps have been taken, will proceed promptly with the sale of such bonds as may be necessary for the purchase of said portion of said lake bottom and said other works; and First Parties will execute all necessary instruments conveying a good and sufficient title to Second Party, and said instruments

shall be delivered to Second Party, and said money shall be paid to First Parties, allowing a reasonable time for Second Party to examine the documents tendered by First Parties conveying title. First Parties shall convey a fee simple title as to all lands owned by them and herein agreed to be conveyed; and as to all rights of way herein agreed to be conveyed, said First Parties shall grant and convey unto Second Party good and sufficient easements therein for the purposes of Second Party as herein defined. If so requested, Second Party shall have a period of sixty (60) days after the tender of delivery of deeds or other conveyances within which to search the title to the physical properties described in such instruments, and on or before the expiration of said sixty (60) days will report to First Parties any defects in said titles; and First Parties shall thereafter have sixty (60) days within which to cure such defects, or to give Second Party a good and sufficient bond in such amount as may be required by Second Party to protect Second Party against such defects, and on the expiration of said period Second Party shall pay the moneys herein provided to be paid, and First Parties shall make delivery of the instruments necessary for the conveyances herein agreed to be made.

(2) Second Party agrees at the time hereinabove specified to execute the lease herein provided to be given, containing the various provisions hereinabove enumerated.

It is further understood that the provisions of this agreement and all instruments to be given thereunder for the effectuation thereof, shall run to and bind the successors or assigns of each and every of the parties hereto.

IN WITNESS WHEREOF, the said corporations, by their respective officers thereunto duly authorized, have caused their respective corporate names and seals to be hereunto affixed, and W. T. Wells, R. F. Barnett, ~~George H. Nelson~~ and J. B. Cauzza have hereunto set their hands and seals; and the Second Party, by its officers thereunto duly authorized, has caused its name and seal to be hereunto affixed; all on the day and year first above written.

MILLER & LUX INCORPORATED,

By: Jas. E. Fickett
President

By: W. H. Trump
Asst. Secretary

Signed and sealed

R. F. Barnett

W. T. Wells

~~George H. Nelson~~

J. B. Cauzza

First Parties

BUENA VISTA WATER STORAGE DISTRICT,

By: C. E. Houchin
President

BY: Howard H. Bell
Ass't Secretary

EXHIBIT A

LANDS OF
BUENA VISTA RESERVOIR ASSOCIATION IN DISTRICT

In T. 31 S., R. 24 E. Section 24 - S $\frac{1}{2}$, NE $\frac{1}{4}$, S $\frac{1}{2}$ of NW $\frac{1}{4}$, NE $\frac{1}{4}$
of NW $\frac{1}{4}$
" 25 - all
" 36 - all

In T. 31 S., R. 25 E. Section 8 - S $\frac{1}{2}$ of SE $\frac{1}{4}$; NE $\frac{1}{4}$ of SE $\frac{1}{4}$;
SE $\frac{1}{4}$ of SW $\frac{1}{4}$.
" 16 - all north of S. & O. segre-
gation line.
" 19 - all
" 20 - all
" 21 - all
" 26 - all
" 27 - all
" 28 - all
" 29 - all
" 30 - all
" 31 - all
" 32 - all
" 33 - all
" 34 - all
" 35 - all
" 36 - all

In T. 32 S., R. 24 E. Section 1 - all

In T. 32 S., R. 25 E. Section 1 - all
" 2 - all
" 3 - all
" 4 - all
" 5 - all
" 6 - all
" 7 - all
" 8 - all
" 9 - all
" 10 - all
" 11 - all
" 12 - all
" 13 - all
" 14 - NE $\frac{1}{4}$
" 15 - all
" 16 - all
" 17 - all

In T. 32 S., R. 26 E. Section 7 - That part of SW $\frac{1}{4}$ south of S. & O. segregation line.

LANDS OF
MILLER & LUX INCORPORATED IN DISTRICT

In T. 31 S., R. 25 E. Section 17 - SE $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$ and that part of Lot 6 in NW $\frac{1}{4}$ of NE $\frac{1}{4}$.
" 16 - That part south of S. and O. segregation line.
" 15 - That part south of S. and O. segregation line.
" 22 - all
" 23 - That part south of S. and O. segregation line.
" 24 - That part south of S. and O. segregation line.

In T. 32 S., R. 25 E. Section 14 - SW $\frac{1}{4}$

LANDS OF
BUENA VISTA RESERVOIR ASSOCIATION
OUTSIDE OF DISTRICT

In T. 31 S., R. 24 E. Section 13 - all

In T. 31 S., R. 25 E. Section 18 - N $\frac{1}{2}$ of NW $\frac{1}{4}$ Lots 1-2-3-4 and 5 and that part of Lot 8 in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$.

LANDS OF
MILLER & LUX INCORPORATED OUTSIDE OF DISTRICT

In T. 31 S., R. 25 E. Section 17 - SW $\frac{1}{4}$, SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Lot 5 and that part of Lot 4 in SW $\frac{1}{4}$ of NW $\frac{1}{4}$
" 18 - S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Lots 6, 7, 9 and all of Lot 8 in NE $\frac{1}{4}$ of SE $\frac{1}{4}$.

EXHIBIT B

LANDS OF BUENA VISTA RESERVOIR ASSOCIATION

In T. 31 S., R. 25 E. Section 21 - all
" 26 - all
" 27 - all
" 28 - all
" 33 - all
" 34 - all
" 35 - all
" 36 - all

In T. 32 S., R. 25 E. Section 1 - all
" 2 - all
" 3 - all
" 4 - all
" 9 - all
" 10 - all
" 11 - all
" 12 - all
" 13 - all
" 14 - N $\frac{1}{2}$
" 15 - all
" 16 - all

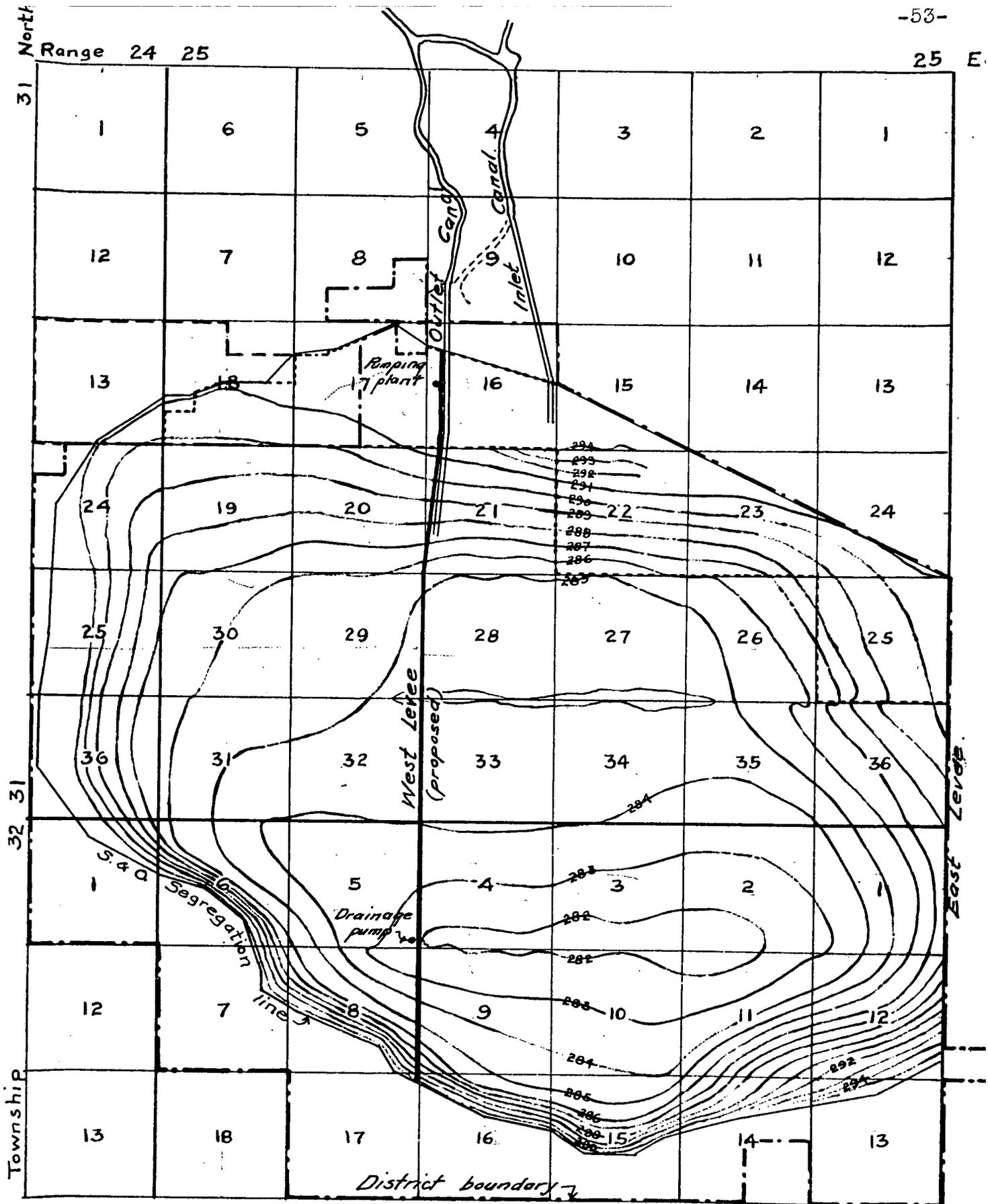
In T. 32 S., R. 26 E. Section 7 - That part of SW $\frac{1}{2}$ south of
S. & O. segregation line.



LANDS OF MILLER & LUX INCORPORATED

In T. 31 S., R. 25 E. Section 16 - That part south of S. and
O. segregation line.
" 15 - That part south of S. and
O. segregation line.
" 22 - all
" 23 - That part south of S. and
O. segregation line.
" 24 - That part south of S. and
O. segregation line.
" 25 - all.

In T. 32 S., R. 25 E. Section 14 - SW $\frac{1}{2}$



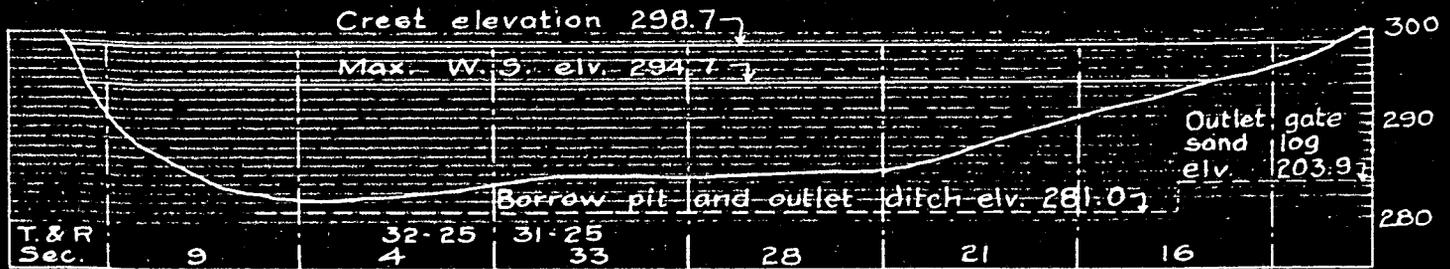
BUENA VISTA WATER STORAGE DISTRICT.
 MAP OF BUENA VISTA RESERVOIR.

Scale 1 in. = 1 mile.

Nov. 12th, 1926.

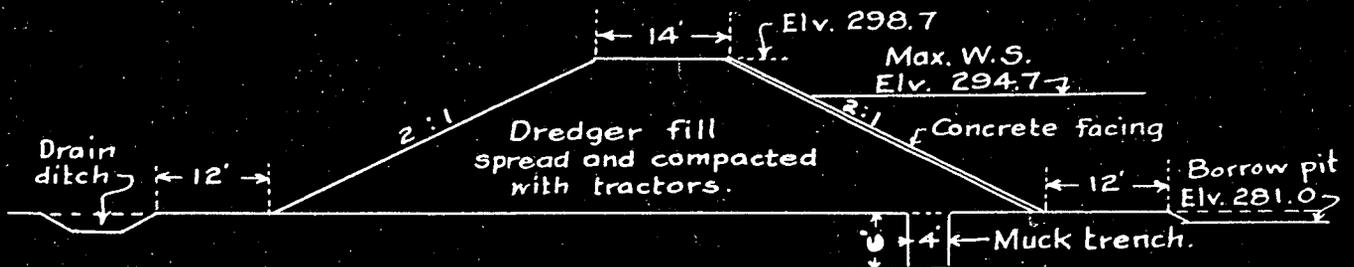
Elevations referred to U.S.G.S. datum.

W.C. Hammatt, Cons. Eng.



PROFILE OF LEVEE.

Scale: horizontal 1" = 1 mile, vertical 1" = 20'



MAXIMUM SECTION OF LEVEE.

Scale: 1" = 20'

BUENA VISTA WATER STORAGE DISTRICT.
DETAIL OF WEST LEVEE.

APPENDIX G.

REPORT ON REVALUATION OF PHYSICAL PROPERTIES
TO BE ACQUIRED BY
BUENA VISTA WATER STORAGE DISTRICT.

September 4, 1926.

BY
W. C. HAMMATT,
Consulting Engineer,
San Francisco, California.

REPORT ON REVALUATION OF PHYSICAL PROPERTIES
TO BE ACQUIRED BY
BUENA VISTA WATER STORAGE DISTRICT.

DESCRIPTION OF DISTRICT

A petition was filed in 1923 for the formation of a District under the Storage District act of the State of California which District contained some 125,890 acres in Kern County extending from the east line of T. 32 S., R. 27 E. to the north line of T. 29 S., Rs. 21, 22 and 23 E. Various hearings were had before the State Engineer and a report submitted by the writer which was subsequently reviewed by Mr. S. T. Harding, representing State Engineer. On recommendation of Mr. Harding, the State Engineer, with the consent of the land owners in the District, excluded therefrom about 50,000 acres of land and passed the project in its revised form to election. The election was subsequently held on June 8, 1924 and the District formally organized according to the boundaries as revised.

No work was done on the District until March 1926. At a meeting of the District directors held in Buttonwillow on March 10, 1926. The writer was directed to do the necessary work to complete the District plans for formal submittance to the State Engineer in conformance with the provisions of the Storage District Act. Particular reference was had to the making of an inventory and a valuation of those properties proposed to

be acquired by the District, and the sense of the Board meeting was that it should be done in sufficient detail to provide delivery of water to units of about 160 acres in the District.

The District consists of four principal units described as follows:

(1) Lands of Miller & Lux lying east of Buena Vista Lake and south of the Kern River Water Storage District, comprising 5560 acres in Ts. 31 and 32 S., Rs. 36 and 37 E. These are agricultural lands proposed to be served directly from Kern River through a canal to be constructed from Second Point of measurement. The physical works on this tract consist of a canal from a point in the east line of Sec. 30, T. 31 S., R. 36 E. running easterly through the entire tract.

(2) Lands in Ts. 31 and 32 S., Rs. 34 and 35 E., consisting of 25060 acres of which 2780 acres are the property of Miller & Lux and 22280 acres are the property of Buena Vista River Association. The entire tract is devoted to reservoir purposes and while it has not been flooded for the past two years and has been to a large extent under cultivation, it is entirely devoted to the storage of water during normal years. The physical works to be acquired on this property consists of the East Levee, the Inlet and Outlet Canals and the North Levee, all of which are the property of the Reservoir Association. It may be here stated that the Reservoir Association consists of the following interests, their proportionate ownership being

as below given.

Miller & Lux	84.193%
Kern County Land Co..	4.563
Wells652
Barnett652
Carmel Cattle Co.....	9.940

(3) This tract comprises lands in Buena Vista swamp lying between the East Side and West Side Canals of Miller & Lux and extending from the southeast corner of Sec. 14, T. 30 S., R. 34 E. northwesterly to the highway from Wasco to Lost Hills. This tract consists of 45540 acres until recently under following ownership.

Miller & Lux	42455 acres
Wells	640 acres
Barnett	640 acres
Carmel Cattle Co.....	1805 acres

Some sales have been made recently by Miller & Lux as well as by Wells and Barnett so that the ownership at present is somewhat different from that above given. The properties to be acquired on this tract consists of Flood Water Canals, Irrigation canals and Drainage Canals. The land is wholly agricultural and forms the main part of the District to be benefited.

(4) This tract consists of 2,720 acres lying in T. 25 S., Rs. 22 and 23 E. The land is agricultural and entirely under the ownership of Miller & Lux. The physical works to be acquired consists of a canal diverting water from the Goose Lake Canal and running easterly along the south line of the tract.

METHODS USED

It was originally intended to inventory the various works by taking typical cross-sections at intervals, by calculating the earthwork therefrom and by making inventory of the structures at the same time. As this work proceeded it was found that no map existed showing the location of the canals being inventoried and that it was consequently impossible to lay out a system of canals to be acquired without further survey. A survey was therefore made of the entire tract showing the location in detail of the canals which were inventoried. Certain of them were then eliminated as being of doubtful necessity in the District plan. A map is attached hereto showing the canals selected and their locations.

In making the inventory of the canals, chaining notes were carried along one of the banks and at intervals sufficiently frequent to take in all changes of cross-section, which intervals varied from 200 feet up to 2,000 feet, cross-sections were taken from about 50 feet outside of one bank of the canal to about 50 feet outside of the other bank. These cross-sections were platted and a natural ground line assumed by inspection of the plat. Excavation and embankment were then computed and the amount of yardage in each determined. The total yardage of earthwork was taken as the mean of the total excavation and the total embankment, which was equivalent to the balancing of the cuts and fills in the cross-sections.

The above method is considerably different from that employed in the San Joaquin River Water Storage District. The method used in that District was to compare the cross-section of the embankment with that of the excavation plus 15% and to use as the area for each section the larger of the two, limited by a certain template based on useful embankment cross-section. The writer believes that the unbalancing of the cut and fill on certain sections is more apt to be due to erroneous assumption of the original ground line than otherwise. It is also his belief that the swelling of the excavated material has entirely disappeared in the case of the old canals. While by the methods used the results are probably a little low, they would certainly be extremely high using the other method.

In the case of single levees embankment alone was calculated as was also the case with the Kern Valley Water Company's Canal which contained levees on but one side. It may be said in regard to the latter canal that the original channel has been so changed by flood water action that no attempt was made to determine the excavated quantities. Erosion in a number of cases had widened the channel to several hundred feet.

The structures in the various canals were inventoried at the same times as the earthwork. In taking the inventory of structures it was impossible to make an accurate bill of material of those portions which were hidden, such as the floor system and cut-off walls. It was found that most of the structures were of standard type where the construction practice is uniform and based on standard plans. For structures of

this type therefore, consisting of stop gates and delivery gates the number of board feet in the various parts of the structure according to the standard plan were reduced to a diagram and the quantities taken directly therefrom to allow for deviation from standard plan as to the hidden parts of the structure as well as to allow for missing loose parts of same. A standard reduction of 35 per cent was made on all wooden structures except a few which were fully inventoried. The condition of the structure was also noted under the following classification.

<u>Classification</u>	<u>Residual Value</u>
New	100%
Excellent	90%
Good	75%
Fair	50%
Poor	30%
Very poor	10%
Destroyed	00%

In the case of structures which did not conform to standard practice, actual inventory was taken and no reduction made except for depreciation. In the case of special structures which were known to have been built according to plan the bill of material was taken from the plan and no reduction made except for depreciation.

Right of way for each canal was inventoried at a standard width for said canal, sufficient to include the earthwork thereof except in some cases where the earthwork obviously was spread out to unnecessary width. In the case of those canals for which right of way has been deeded over a part or all the

length, as in the case of the East Side Canal, West Side Canal, Kern Valley Reclamation Company Canal, the right of way is described in the ownership survey as lying between two non-parallel meanders. The connections between these meanders are such that no calculation can be made as from a closed survey and the right of way is therefore indeterminate. It has therefore been inventoried as of the same width as its extension by the Kern Valley Reclamation Company, which is sufficient to cover the existing works throughout most of its length.

OWNERSHIP

The ownership of some of the works inventoried is impractical to determine. The Kern Valley Reclamation Company during the period from 1912 to 1917, constructed the extension of the flood canal of the Kern Valley Water Company to the Wasco road and the Goose Lake Canal from Goose Lake to Bull Slough and likewise several other drains and canals which are now impossible to identify. It will probably be necessary to have all of the interested parties join in a deed transferring these properties, and their respective interests for the division of payment, therefore, will have to be determined by negotiation and agreement. It is probable that all canals north of the south line of Secs. 21, 22, 23 and 24, T. 28 S., R. 22 E. would come under this class. The proportional ownership in the Kern Valley Reclamation Company is as follows:

Miller & Lux	94.37%
Carmel Cattle Company..	5.63%

The Kern Valley Water Company is the owner of the Flood Canal from old Headquarters Weir in the northeast quarter of Sec. 15, T. 30 S., R. 24 E. to the north line of Sec. 28, T. 28 S., R. 22 E. The proportional ownership in this company is as follows:

Miller & Lux	86.064%
Kern County Land Company ..	7.765%
Wells	1.109%
Barnett	1.109%
Carmel Cattle Company	3.955%

The Buena Vista Reservoir Association is the owner of the East Levee of Buena Vista Lake, the North Levee along Kern River, the Outlet Canal and Inlet Canal of the reservoir as well as 23,130 acres of reservoir lands. The proportional ownership in this association is as follows:

Miller & Lux	84.193%
Kern County Land Company ...	4.563%
Wells652%
Barnett652%
Carmel Cattle Company	9.940%

UNIT PRICES

The unit prices adopted for earthwork in this valuation is the same as that adopted by the Board of Review, consisting of Engineers H. L. Haehl, F. C. Herrmann and B. A. Etcheverry, in their valuation of physical works in the San Joaquin River Water Storage District. This price was based on a net cost of 17¢ per cubic yard with an allowance for overhead expenses of 22% making a gross cost of 20.74¢ per cubic yard. The price used by engineer A. Kempkey for the valuation of the same work made for the San Joaquin River Water Storage District was 21¢ per cubic yard with an allowance of 15% for overhead.

This was based on average prices for a period from 1919 to 1923 inclusive and was considered excessive for conditions as at present existing.

The unit price adopted for timber work for structures is \$90 per M.F.B.M. with an allowance for overhead expenses of 22%, making the gross unit price \$109.80. No difference is made between different classes of structures in this valuation. The Board of Review above referred to adopted the following unit prices for timber work.

Bridges	\$75
Checks	\$95
S.O. Gates	\$100

All subject to 22% allowance for overhead expense. Mr. Kempkey in his valuation allowed the following unit prices.

Bridges	\$85
Checks	\$95
S.O. Gates	\$110

All subject to 15% overhead allowance.

In this valuation a net unit price for plain concrete construction of \$35 is adopted and for reinforced concrete of \$50 which when augmented by overhead allowance of 22% become \$42.70 and \$61.00 respectively. In the valuation by the Board of Review, concrete is given a unit value of \$35 per cubic yard for ordinary structures and \$40 per cubic yard for Siphons, subject to a corresponding allowance of 22% for overhead. In the Kempkey valuation concrete is given a unit value of \$30 per cubic yard for ordinary structures and \$35 per cubic yard for Siphons, subject to a 15% allowance for overhead. It may be

stated that **transportation** conditions are worse in this district than in the San Joaquin River Water Storage District and the concrete therefore more expensive.

The unit price adopted herein for standard piling is 25¢ per lineal foot of piling augmented by an allowance of 22% for overhead, making the gross unit price 30½¢ per lineal foot.

It may be here said that all of the above prices include all other expenses connected with the structures, such as excavation, backfilling, etc.

RIGHT OF WAY

As before stated, the uniform width of right of way was fixed for each canal sufficient to contain the necessary works of said canal except in the case of those which had already had a deeded right of way over a portion or the whole length. In fixing the acreage price to be applied to this right of way an examination was made of the appraisal of Miller & Lux property by Mr. Philip Johnson made about a year ago. This appraisal was made for loan purposes and was extremely conservative. Land is being sold wholesale for from 20 to 50% above the Johnson appraisal and the retail selling price, if not influenced by forced sale conditions, will easily run 50 per cent over said appraised prices. If this right of way were obtained by condemnation the price would probably run even more. The prices herein given for right of way are therefore fixed at 50% more than those quoted in said appraisal ex-

cept in the case of the lands in the bed of Buena Vista Reservoir. This, being a large tract of land practically under one ownership and dedicated to use for reservoir purposes, is not subject to appraisal as agricultural land although used as such. The Johnson appraisal of the Miller & Lux lands in this area gave a value of \$15 per acre. The inheritance tax appraisal a few years since gave the value of \$10 per acre for the same lands. The Johnson appraisal is herein used without increment.

Attached hereto is a map showing the District lands and the values thereof used in this valuation. The following tabulation gives the various canals herein recommended to be acquired by the District with the details as to the right of way valuation.

It will be noted that the East Levee of Buena Vista Reservoir has its center line on the township line so that one-half of the width of the levee extends outside of reservoir lands. The area given herein for right of way for the East Levee includes the full width of 200 feet north and south of the property of the Reservoir Association and 100 feet in width east of the lands of the Reservoir Association.

The ownership of the right of way to be acquired where it crosses lands within the District is that of the lands which it crosses. In the case of certain of the exterior canals, such as the East Side and West Side Canals, right of way has been acquired from the outside owners for

the portions crossing their lands. This is also true of the Goose Lake Canal. In the case of the works belonging to the Reservoir Association, namely the Inlet Canal, Outlet Canal, North Levee and East Levee, they are supposed to have an easement based on occupancy over a long period of time.

VALUATION

The following tabulation gives the value in detail of the several canals recommended to be acquired by the District. The names of these canals given in the description are those turned in by the surveying force and in some cases are local names and in others merely numbers which they have given to them for identification. For this reason index numbers have been applied to them and these same index numbers are shown on the map of the District, also a part of this report, whereon the canals are delineated. It will be noted that in general the Irrigation Canals are included in two main systems called the East Side and West Side Systems. These systems are connected however, in such a way that water from the East Side System may go later to the West Side and vice-versa.

A drainage system is also in existence which is recommended to be acquired. The drains are in general quite shallow ditches with the exception of the Main Drain, which bisects the whole property and finally enters into Goose Lake Canal. The various drains inventoried pick up water from

sloughs or low places wherein it has collected from irrigation and conduct it to the Main Drain or discharge it into other irrigation canals so that it may be again used. Of the former class are the Parallel Ditch, Main Drain Branch and North Schoolhouse Ditch, while of the latter are Florida Ditch, Coyote Drain and Lateral Number 4.

ALLOCATION OF BENEFITS

(1) Reclamation works.

The Flood Canals of the Kern Valley Water Company and the Kern Valley Reclamation Company along the westerly side of the District are for the purpose of conducting the flood waters of Kern River around the property, relieving same from floods. The District lands were originally a swamp, subject to annual floods from the waters of Kern River on their way to Tulare Lake. These lands were reclaimed by means of the Kern Valley Water Company's Flood Canal and said canal and its extension to the north, subsequently constructed by the Kern Valley Reclamation Company, continue to perform this function. While the floods are not of annual occurrence they occasionally come in such volume as to be disastrous in their effects. The canal is therefore expensive of maintenance, and during and after each of these floods requires the replacement of considerable levee work. It is therefore essential that the operation and maintenance of this canal, from its beginning to the northerly line of the main body of the District

at the Wasco Road, be under the control of the District. The benefit of this canal therefore accrues to all of the lands in parcel number 3 described on page 3 of this report.

Goose Lake Canal, which is also the property of the Kern Valley Reclamation Company, was constructed in 1910 and subsequent years for the purpose of diverting the water theretofore leaving Kern River through Jerry Slough and adjacent water ways and flooding what is known as Goose Lake and the territory north and west thereof. The bed of Kern River is inadequate in capacity to carry the flood waters thereof below the South line of T. 29 S., and at this point in Sec. 36, of T. 29 S., R. 26 E., it overflows its banks and is gathered into a system of sloughs which carried it northwesterly and ultimately dumped it into what is known as Goose Lake in T. 27 S., Rs. 22 and 23 E; thence it continued to overflow to the northwesterly and ultimately mingled with the general flood waters through the swamp, finally dumping into Tulare Lake. The lands reclaimed by this canal consists of that portion of T. 27 S., R. 22 E. north of the south line of Secs. 20 and 21. The waters conducted through Goose Lake Canal are not used for irrigation except the small amount diverted for the lands in the vicinity of the Fowler Ranch of which the portion in parcel number 4 of the District described on page 3 of this report are District lands. A question has been raised by Mr. Harding whether the entire value of Goose Lake Canal should be assessed against the District due to the fact that it benefits not only the lands

just described but likewise the tract of about 36,000 acres between the Wasco Road and Tulare Lake. It is however necessary that the maintenance and operation of this canal should be under District control for at least sufficient distance from its head to insure that no backwaters occur detrimental to District lands. Whether it is legally and practically possible to purchase a portion of the canal without the whole is a question which I am unable to pass upon.

(2) Storage Works.

Under this heading are included not only the works merely for storage purposes, as the reservoir and its confining levees, but likewise the diversion works from the river into the reservoir, consisting of the Inlet Canal and North Levee and the Diversion Canal from the reservoir to the District, namely the Outlet Canal. These works perform several functions. The reservoir serves as a retarding basin to take the peak floods of Kern River which could not be passed in their entirety through the reclamation canal. It likewise serves as a storage reservoir furnishing water for late irrigation after the flow of Kern River has ceased, and even during some cycles of years carrying water from year to year. Finally the East Levee of the reservoir serves to reclaim lands in the old bed of Kern Lake from Kern River overflow. The lands so reclaimed are largely not in this District but from a part of the Kern River Water Storage District and it

appears to me that they should bear a part of the cost of this reservoir in proportion to the benefits derived by this protection. It is not clear what the legal or practical aspects would be, but it is certainly a matter to be considered jointly by the two districts.

The storage benefits accrue to all of the agricultural lands in the District. The benefits of use as a retarding reservoir likewise accrue to all of the agricultural lands but perhaps in different proportions. The protection afforded to the lands east of the reservoir, if considered as a separate item, accrue to the lands in parcel number 1 on page 2 of this report.

(3) Irrigation Canals.

The irrigation canals benefit the particular portion of agricultural land which they irrigate. Some of them are clearly assessable to particular bodies of land, as for instance, the Maples Canal to the lands of parcel number one and Canal D (GL1) to the lands in parcel 4. The irrigation canals in parcel three in general cover the entire area of the parcel. It was found however that certain parts of this area do not have any canals of sufficient importance to be more than of purely local benefit if at all and there are consequently certain areas which can not be served directly by the system proposed to be acquired. Such areas are a portion of Secs. 20, 28, 29 and 33 of T. 27 S., R. 22 E., a portion of the area in T. 27 S., R. 24 E. between Deep Wells Ditch (E1) and the East

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Side Canal and the portion of T. 30 S., R. 24 E. not directly touched by East Side Canal, West Side Canal or Arizona Ditch. None of these tracts however will require canals to carry more than one mile from existing canals and such canals are negligible in cost.

(4) Drainage Canals.

The drainage system consists of the Main Drain through the entire length of parcel number 3 and a few of the more important branches thereof, as well as other canals which are of more use for drainage than irrigation. The Main Drain is of benefit to the entire parcel, and other drains are more or less of local benefit and will probably be assessed in the same manner as is done for the irrigation ditches.

Respectfully Submitted

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Consulting Engineer.

San Francisco, California,
September 4, 1926.

REVALUATION OF PHYSICAL PROPERTIES

to be acquired by Buena Vista Water Storage District

Irrigation Canals - East Side System.

Index	Canal	Length	Earthwork		Structures	Right of Way		Total Value
			cu. yds.	Value		Acres	Value	
E	East Side Canal	142710	581694	120643	6184	431.45	68555	195382
E1	Deep Wells Ditch	31500	64638	13406	3510	72.31	12818	29734
E2	Garden Ditch	9032	13867	2876	1530	20.73	3887	8293
E3	Schoolhouse Ditch	49577	102049	21372	2479	106.53	17211	41062
E3A	Ditch #14	6500	6777	1406	479	8.95	1678	3563
E3B	Canal #5	9505	9309	1931	29	17.46	3274	5234
E4	East Side Cut-off	9800	10194	2114	0	11.25	169	2283
E5	East Side Branch	8562	14205	2946	0	27.52	3894	6840
E6	Canal #17	7160	13876	2877	0	13.15	2466	5343
E6A	Canal #18	18915	27121	5625	575	30.96	5805	12005
E6A1	Canal #20	1425	2929	607	0	2.62	491	1098
E6B	Canal #19	15300	12528	2598	104	21.07	3951	6653
E7	E. Schoolhouse Ditch	7560	4763	988	0	8.68	1627	2615
E8	Canal #8	10125	12060	2501	73	13.95	2616	5190
E8A	Canal #21	5965	7172	1488	0	6.85	1284	2772
E9	Cox Canal	22425	39809	8256	740	41.18	5559	14555
E9A	17 Canal	8296	14070	2918	813	15.24	2057	5788
E9A1	Canal #30	4155	3010	1039	0	4.77	644	1683
E9A1A	Canal #30A	3225	3203	664	0	4.44	599	1263
E9A2	Canal #31	5020	6833	1417	0	6.91	933	2350
E10	15 Canal	9536	31900	6616	422	17.51	2364	9402
E11	14 Canal	9480	11013	2284	670	13.06	1763	4717
E12	23 Canal	4571	4662	967	270	6.30	850	2087
E12A	23 Lateral	7226	3480	722	0	9.95	1343	2065
		407570	1004162	208261	17878	918.84	145838	371977

REVALUATION OF PHYSICAL PROPERTIES

to be acquired by Buena Vista Water Storage District

Irrigation Canals - West Side System

Index	Canal	Length	Earthwork		Struc- tures	Right of Way		Total
			cu. yds.	Value	Value	Acres	Value	Value
W	West Side Canal	140867	534275	114356	14465	485.07	79794	208615
W1	Arizona Ditch	47645	140450	29129	6804	109.37	18513	54446
W1A	Weed Island Ditch	20500	33372	6921	1595	37.65	7059	15575
W1B	Mirasol Ditch	12000	30790	6386	6423	27.55	5166	17975
W1C	Sudan Ditch	15437	24576	5097	1197	35.44	6645	12939
W2	80 foot Ditch	32953	116574	24177	6941	98.84	18532	49650
W2A	Corn Camp Ditch	18552	37610	7800	4694	34.07	6388	18882
W2B	South Canal #5	20160	46405	9624	482	46.28	5059	15165
W3	Lateral #2	21830	32871	6817	531	35.08	6427	13775
W3A	Lateral #3	12200	16955	3516	362	19.60	3675	7553
W4	Lateral X	7900	9696	2011	0	10.88	1831	3842
W5	Canal K	3542	7573	1571	391	8.13	1219	3181
W5A	Canal N	22650	69610	14437	476	52.00	9147	24060
W5B	Willow Lateral	7191	9698	2011	0	11.56	1914	3925
W6	West Side Cut-off	15300	31320	6496	1517	28.10	5269	13282
W6A	Lateral #5	420	855	177	182	1.06	199	558
W6A1	Lateral #16	3477	3239	672	0	4.79	898	1570
W6A1A	Lateral #17	3924	2772	575	0	5.40	1012	1587
W6B	Canal #29	10050	18833	3906	645	20.76	3892	8443
W7	Lateral #9	7983	9561	1983	126	11.00	2062	4171
W8	Canal #30	1098	1373	285	0	1.26	170	455
W9	Estrada Canal	9800	19765	4099	1079	18.00	2430	7608
W9A	Canal B	2250	7672	1591	458	3.62	489	2538
W9B	Canal C	2725	4878	1012	416	3.75	506	1934
		440454	1210723	254649	48784	1109.26	188296	491729

REVALUATION OF PHYSICAL PROPERTIES

to be acquired by Buena Vista Water Storage District
Irrigation Canals - Sundry

Index	Canal	Length	Earthwork		Structures Value	Right of Way		Total Value
			cu. yds	Value		Acres	Value	
MD1	Canal A	15374	31545	6542	396	24.71	4536	11474
GII	Canal D	22150	47628	9920	727	40.68	1220	11867
BV1	Maples Canal	51000	267625	55505	1804	140.49	15805	73114
		88524	346998	71967	2927	205.88	21561	96455

REVALUATION OF PHYSICAL PROPERTIES

(4)

to be acquired by Buena Vista Water Storage District

Drains

Index	Canal	Length	Earthwork		Structures	Right of Way		Total
			cu. yds.	Value	Value	Acres	Value	Value
MD	Main Drain	165400	1209261	250800	5228	531.56	89284	345312
D1	Florida Ditch	12028	31798	6595	4829	38.66	7249	18673
D2	Parallel Ditch	13050	15928	3303	0	11.98	2246	5549
D3	Main Drain Branch	20675	38282	7940	405	42.72	8010	16555
D4	Coyote Drain	16755	20230	4196	0	23.08	4082	8278
D5	Lateral #4	3793	6360	1319	0	6.96	1237	2556
D6	N. Schoolhouse Ditch	13085	11727	2432	0	15.02	2816	5248
		244786	1333586	276585	10462	669.98	114924	401971

REVALUATION OF PHYSICAL PROPERTIES

(5)

to be acquired by Buena Vista Water Storage District

Flood Canals

Index	Canal	Length	Earthwork		Structures Value	Right of Way		Total Value
			cu. yds.	Value		Acres	Value	
KVW	Kern Valley W.Co.Canals	86304	658873	136546	23269	792.48	11887	171702
KVR	Kern Valley Reclamation Company	55740	1403475	291081	2412	511.83	7677	301170
GL	Goose Lake Canal	116325	925145	191875	7494	373.85	22688	222057

REVALUATION OF PHYSICAL PROPERTIES

to be acquired by Buena Vista Water Storage District

Reservoir Association Works.

Canal	Length	Earthwork		Structures	Right of Way		Total Value
		cu. yds.	Value		Value	Acres	
Inlet Canal	16500	310413	64380	5623	135.00	3037	75040
Outlet Canal	64196	846175	175497	6376	320.00	7200	189073
North Levee	14855	74277	15405	6270	34.10	767	22442
East Levee	30075	695721	144293	64500	111.47	6191	214984
Reservoir					26490	397350	524700

REVALUATION OF PHYSICAL PROPERTIES
to be acquired by Buena Vista Water Storage District

- Summary -

Canal	Length	Earthwork		Structures Value	Right of Way		Total Value
		cu. yds.	Value		Acres	Value	
Irrigation Canals		2561883	534877	69589	2223.98	355695	960161
Drains		1333586	276585	10462	669.98	114924	401971
Flood Canals		2986993	619502	33175	1678.16	42252	694929
Storage Works		1926586	399575	18269 riprap 64500	600.57	17195	499539
		8809048	1830539	195995	5172.69	530066	2556600
Reservoir Lands					26490		397350

APPENDIX H.

APPENDIX H

T H I S A G R E E M E N T, Made and entered into this Sixth day of October 1898, by and between MILLER & LUX, a corporation, and FREDERICK COX and HORATIO STEBBINS, and the KERN VALLEY WATER COMPANY.

WITNESSETH:

WHEREAS, said Miller & Lux, Frederick Cox, and Horatio Stebbins are each interested in the reservoir situated in Kern County, State of California, known as the Buena Vista Lake Reservoir, and in the waters thereof, and in the waters of Kern River, by virtue of that certain agreement dated July 28th, 1888, between Henry Miller, et al., as parties of the first part thereto, and James B. Haggin, et al., as parties of the second part thereto, and known as the Miller-Haggin contract; said Miller & Lux owning 83.949 per cent, and said Frederick Cox 10.184 per cent, and said Horatio Stebbins 1.304 per cent of said reservoir, and the same percentage of interest in all of the waters which the parties of the first part to the said Miller-Haggin contract are entitled to have and received from said reservoir and from Kern River; and

WHEREAS, said Miller & Lux, Frederick Cox and Horatio Stebbins are severally the owners of certain lands in Kern County, California, situated near said Buena Vista Lake Reservoir, and which can receive and are entitled to receive water from said

reservoir, and from said Kern River, for the irrigation thereof, all of which lands owned by said parties and so entitled to receive water from said reservoir and from said Kern River, being situated along the Buena Vista Slough, and north of said reservoir, with the exception of about six thousand, two hundred and fifty-six (6256) acres, owned by said Miller & Lux, which lie east of said reservoir; and,

WHEREAS, said Miller & Lux, has constructed, and is now using a system of irrigating canals or ditches, which is connected with a canal hereinafter described, owned by the said Kern Valley Water Company, party hereto, which system of canals or ditches is used to irrigate land which is entitled to receive water for irrigation from said reservoir and from said Kern River under said Miller-Haggin contract; and

WHEREAS, one of the main canals belonging to and so used by Miller & Lux, known as the "Main Drain Canal" now extends to a point near the South line of Township Twenty-seven (27) South of Range Twenty-two (22) East, M. D. M., and has been projected by Frank P. McCray, Civil Engineer, beyond said point, in a Northwesterly direction down to the Northerly line of Section Four (4) in said Township, and another of the main canals belonging to and so used by Miller & Lux, known as the "West Side Canal", now extends to a point about two (2) miles South of the South line of said Township, and has also been projected by said

Frank P. McCray, beyond said line in a Northwesterly direction, down to the Northerly line of the North West quarter of Section Six (6), in said Township, the plat and field notes of which projections made by said Frank P. McCray are annexed hereto and made a part of this agreement; and

WHEREAS, said Frederick Cox is desirous of irrigating lands owned by him in said Township Twenty-seven (27) South of Range Twenty-two (22) East, M. D. M., and using for such purposes so much of his portion of the waters of said Kern River and of said Reservoir as he may desire; and

WHEREAS, it is, and will be, convenient to said Frederick Cox, in the irrigation of said lands, to receive the water to which he is entitled for such purposes through the canal of the Kern Valley Water Company, and through the two said canals hereinbefore referred to, viz; the "Main Drain Canal" and the "West Side Canal"; and

WHEREAS, it is the desire of the parties to this agreement that said Frederick Cox shall have the use of that portion of the canal of the Kern Valley Water Company, hereinafter described, and of the said "Main Drain Canal" and the "West Side Canal" hereinabove referred to, from the point where they receive water from said canal of the Kern Valley Water Company in Section Thirty-five (35), Township Twenty-nine (29) South of Range Twenty-three (23) East, down to the North line of his said lands in said Township Twenty-seven (27) South of Range Twenty-two

(22) East, M. D. M., that he may be able to more conveniently apply the water he is entitled to take from said reservoir and from Kern River for the irrigation of the lands owned by him in said Township Twenty-seven (27) South of Range Twenty-two (22) East; and

WHEREAS, it is the desire and purpose of said Miller & Lux and said Frederick Cox to extend the said "Main Drain Canal" and the "West Side Canal" from the points to which they now extend along the routes projected by said Frank P. McCray, as aforesaid, through the lands of both said Miller & Lux and said Frederick Cox, to points near the northerly line of said Township Twenty-seven (27) South of Range Twenty-two (22) East, M. D. M., as aforesaid, so that all of the lands owned by said Miller & Lux, and all the lands owned by said Frederick Cox in said last mentioned Township, that are entitled to have and receive water from said Kern River and from said Buena Vista Lake Reservoir, may be irrigated through a system of canals or ditches which will be connected with the canal of the Kern Valley Water Company; and

WHEREAS, it is understood that the arrangement hereby to be effected is for the mutual benefit of all of the parties to this agreement, and that said benefit, and the rental hereinafter reserved to said Kern Valley Water Company, is a sufficient consideration therefor; and

WHEREAS, it is also understood that nothing contained herein shall alter, amend, or modify the said agreement between

said Henry Miller, et al., and said James B. Haggin, et al., and known as the Miller-Haggin contract;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:-

First. Said Miller & Lux agrees to extend the said "Main Drain Canal" from the point where the said Canal is at present constructed to the South line of Section Twenty-one (21), in Township Twenty-seven (27) South of Range Twenty-two (22) East, and at its own cost and expense, such extension to be made prior to January 1, 1899.

Second. Said Miller & Lux and said Frederick Cox hereby agree to extend the said "West Side Canal" from the point where the said canal is at present constructed to the South line of the land of Frederick Cox in Section Twenty (20) Township Twenty-Seven (27) South of Range Twenty-two (22) East, and said Miller & Lux agree to pay two-thirds ($2/3$) of the cost of constructing said extension and the headgates and weirs therein, and said Frederick Cox agrees to pay one-third ($1/3$) of the cost of constructing said extension, and the headgates and weirs therein.

Third. Said Miller & Lux and said Frederick Cox hereby agree to jointly extend the said "Main Drain Canal" from the point to which said Canal is to be extended by said Miller & Lux (to wit: the South line of Section Twenty-one (21) in Township Twenty-Seven (27) South of Range Twenty-two (22) East, M. D. M.) to the point on the North line of Section Nine (9), in said Township and Range, to which it has been projected by said Frank P. McCray.

And said Miller & Lux and said Frederick Cox hereby agree to jointly extend the said "West Side Canal" from the point to which said Canal is to be extended by said Miller & Lux (to wit; the South line of Section Twenty (20) in said last mentioned Township and Range) to the point on the North line of Section Seven (7), in said Township and Range, to which it has been projected by said Frank P. McCray. The said Miller & Lux agrees to pay one-half ($1/2$) of the cost of constructing said extensions and the headgates and weirs therein, and said Frederick Cox agrees to pay the other one-half ($1/2$) of the cost of constructing said extensions and the headgates and weirs therein.

All of the extensions hereinbefore provided for shall be made under the supervision of said Frank P. McCray, or under the supervision of such other Civil Engineer as said Miller & Lux and Frederick Cox may agree upon. Said extensions shall be constructed uniformly as to size, capacity, and quality as the said canals are now constructed down to the said points of beginning of said extensions, and shall, except as hereinbefore agreed, be constructed at such times as said Miller & Lux and Frederick Cox may agree upon, and in the event that they shall fail to agree thereupon, either of them may cause said extensions to be made upon giving written notice to the other of his or its desire to have said extensions made, and said extensions shall thereupon be completed within ninety days after such notice is given. No charge shall be made by either said Miller & Lux or said Frederick Cox

against the other for the land required to be taken by either from the other in the construction of said extensions, headgates and weirs.

Fourth. Said Frederick Cox shall, from the date of this agreement, have the right, and the same is hereby accorded to him by said Miller & Lux, to use said "Main Drain Canal" and the "West Side Canal" from the point where said canals take water from the canal of the Kern Valley Water Company in Section thirty-five (35), Township Twenty-nine (29) South of Range Twenty-three (23) East, M. D. B. & M., to the said projected points in the northerly lines of said Sections Seven (7) and Nine (9), in said Township Twenty-seven (27) South, Range Twenty-two (22) East, M. D. B. & M. to carry or convey to his lands in said last mentioned Township the full amount of water that said Frederick Cox is entitled to receive from the Kern River and from Buena Vista Reservoir, under said Miller-Haggin contract, for the irrigation of his said lands situated in said last mentioned Township.

Fifth. At any time when either said Miller & Lux or said Frederick Cox may desire to irrigate any of the lands owned by it or him situated in said last mentioned Township, which it or he may be entitled to irrigate through said "Main Drain Canal" and "West Side Canal" with the waters of said Kern River, and said Buena Vista Lake Reservoir, and shall find it necessary, or more convenient, or more economical, to irrigate such lands by

constructing branch or lateral canals or ditches from said canals upon the land of the other, than by constructing such branch or lateral canals or ditches upon it or his own land, it is agreed that said parties respectively shall have the right in such cases to enter upon the lands of the other party and construct such branch or lateral canals or ditches upon its or his said lands, as may be necessary, or more convenient or economical to accomplish the irrigation of such lands in said last mentioned Township entitled to be irrigated as aforesaid. It is understood that in all cases such branch or lateral canals or ditches shall be made along such lines as may be fixed by an engineer to be selected by the said Miller & Lux and Frederick Cox, such services of such engineer to be paid by the party constructing such canals or ditches, but no charge shall be made for the land taken by either party from the other party for said branch or lateral canals or ditches.

Sixth. At any time when either said Miller & Lux or said Frederick Cox may find it more convenient or economical for the irrigation of its or his lands in said last mentioned Township which it or he may be entitled to irrigate as aforesaid, to connect with branch or lateral canals or ditches constructed by the other in said Township, than to construct separate and independent branch or lateral canals or ditches, it or he may make connections with such canals or ditches constructed by the other in said Township, and use the same, provided that in such case the

party so connecting with any such branch or lateral canal or ditch shall pay to the other party one-half (1/2) of the cost of the construction of that portion of such branch or lateral canal or ditch lying between the point where said connection is made and the head of said branch or lateral canal or ditch; and such party so availing it or himself of any branch or lateral canal or ditch constructed by the other party, shall thereafter, so long as he or it shall connect with and use any such canal or ditch, pay one-half (1/2) of the expenses of repairing and maintaining that portion of such canal or ditch so used by it or him, lying between the point where said connection is made and the head of said canal or ditch.

Seventh. Said Miller & Lux may go at all times upon the lands of said Frederick Cox in said last mentioned Township, for the purpose of constructing said main canals to the points above designated, and said branch or lateral canals and ditches, and of repairing and maintaining the canals and ditches constructed by it, and the canals and ditches constructed by said Frederick Cox and used by said Miller & Lux; and said Frederick Cox hereby grants said Miller & Lux all the rights in and to all canals and ditches constructed and to be constructed upon his lands, and referred to in this agreement, granted or intended to be granted unto it by said Frederick Cox for the uses and purposes herein expressed.

Eighth. Said Frederick Cox, may, at all times, go upon the lands of said Miller & Lux, for the purposes of constructing said main canals to the points above designated, and said branch or lateral canals or ditches, and of repairing and maintaining the canals and ditches constructed by him and the canals and ditches constructed by said Miller & Lux and used by said Frederick Cox, and said Miller & Lux hereby grants said Frederick Cox all the rights in and to all canals and ditches constructed and to be constructed upon its lands and referred to in this agreement, granted or intended to be granted unto him by said Miller & Lux for the uses and purposes herein expressed.

Ninth. It is further agreed that the said "Main Drain Canal" as now constructed, and hereafter to be constructed under the terms of this agreement, shall be maintained and repaired by said Miller & Lux and Frederick Cox, the said Miller & Lux paying the cost of the maintenance and repairing of said "Main Drain Canal" and of the headgates and weirs therein, to the Southerly line of Section Twenty-one (21) in said Township Twenty-seven (27) South of Range Twenty-two (22) East, M. D. M., and the cost of maintaining and repairing the said Canal between said Southerly line of said Section, and the Northerly line of Section Nine (9) in said Township, and of the headgates and weirs therein, shall be paid as follows:- One-half (1/2) by the said Miller & Lux, and the other one-half (1/2) by said Frederick Cox.

And it is further agreed that the said "West Side Canal" as now constructed and hereafter to be constructed, under the terms of this agreement, shall be maintained and repaired by the said Miller & Lux and Frederick Cox, the said Miller & Lux paying the cost of the maintenance and repair of said "West Side Canal" and the headgates and weirs therein from Section Thirty-five (35), Township Twenty-nine (29) South of Range Twenty-three (23) East, M. D. M., where said Canal receives water from the canal of the Kern Valley Water Company, down to the South line of Section Eight (8) in Township Twenty-eight (28), South of Range Twenty-two (22) East, M. D. M., and the expense of maintaining and repairing said "West Side Canal" and of the headgates and weirs therein from the said South line of Section Eight (8) to the South line of Section Twenty (20) in Township Twenty-seven (27) South of Range Twenty-two (22) East, M. D. M., shall be paid as follows:- Two thirds ($2/3$) thereof by said Miller & Lux, and one third ($1/3$) thereof by said Frederick Cox, and the cost of maintaining and repairing said "West Side Canal" and of the headgates and weirs therein from the said South line of said Section Twenty(20) to the North line of Section Seven (7) in the same Township shall be paid as follows:- One half ($1/2$) thereof by said Miller & Lux, and the other one-half ($1/2$) by Frederick Cox.

Tenth. It is further agreed that in the event the weir which is now in the Canal of the Kern Valley Water Company on Section Thirty-five (35), Township Twenty-nine (29) South of Range Twenty-three (23) East, M. D. E., at the point where said "Main Drain Canal" and "West Side Canal" receive water from the canal of said Kern Valley Water Company, shall be at any time washed out or destroyed, or it shall be necessary for any other reason to construct a new weir at said point, then and in that event it is agreed that the cost of the construction of said weir shall be paid as follows:- Three-fourths ($3/4$) by the said Miller & Lux, and one-fourth ($1/4$) by said Frederick Cox.

Eleventh. The Kern Valley Water Company hereby grants to said Frederick Cox, subject to all other privileges and grants heretofore given and made by it, the right to take through its canal running from Kern River in a Northwesterly direction down to its extreme Northern end, the full amount of water that said Frederick Cox is entitled to receive from Kern River and Buena Vista Lake Reservoir under said Miller-Haggin contract; and the said Frederick Cox agrees to pay to said Kern Valley Water Company the annual rent of One hundred (100.00) Dollars for the use of said Canal for said purpose, to be paid on the first (1st) day of July of each year; provided that if the said water shall be used by said Frederick Cox for lands belonging to him and entitled under said Miller-Haggin contract to be

irrigated with said water, other than his said lands in said Township Twenty-seven (27), South of Range Twenty-two (22) East, M. D. M., he shall pay such reasonable rental in addition to said One hundred (100.00) Dollars as may be fixed by said Kern Valley Water Company; but nothing in this agreement contained is intended to be or shall be construed to be an agreement on the part of the Kern Valley Water Company to open, keep up, or maintain its said Canal below the point in said Section Thirty-five (35), Township Twenty-nine (29) South, Range Twenty-three (23) East, M. D. M. where the weir across said Canal turns the water into a canal belonging to said Miller & Lux.

Twelfth. Nothing in this agreement shall be construed to entitle said Frederick Cox to any priority or superior right to the use of the waters of said Kern River and Buena Vista Lake Reservoir for his said lands in said Township Twenty-seven (27) South of Range Twenty-two (22) East, M. D. M., over the right of said Miller & Lux, or Horatio Stebbins, to use said waters for the irrigation of its or his lands entitled to be irrigated with said waters under said Miller-Haggin contract, nor shall anything in this agreement be construed to fix the time or times at which said Frederick Cox shall receive and of said waters for his said lands.

Thirteenth. Nothing in this agreement contained shall affect, alter, amend, or modify said agreement between said Henry Miller and others, and J. B. Haggin, and others, known as the Miller-Haggin contract.

Fourteenth. The terms and covenants of this agreement shall not only bind and inure to the benefit of the parties hereto, but also their heirs, executors, grantees, and successors, and the rights and privileges hereby granted and intended to be granted shall go and be vested in the successive owners of such of the lands herein mentioned as may be benefited by said rights and privileges.

IN WITNESS WHEREOF, said Frederick Cox and Horatio Stebbins have hereunto set their hands and seals, and the said corporations Miller & Lux and the Kern Valley Water Company have caused this instrument to be executed the day and year first above written. Done in duplicate.

Frederick Cox

Horatio Stebbins

MILLER & LUX

By Henry Miller
its President

By David Brown
its Secretary

Range 22 East

Range 23 East

Township 27 South.

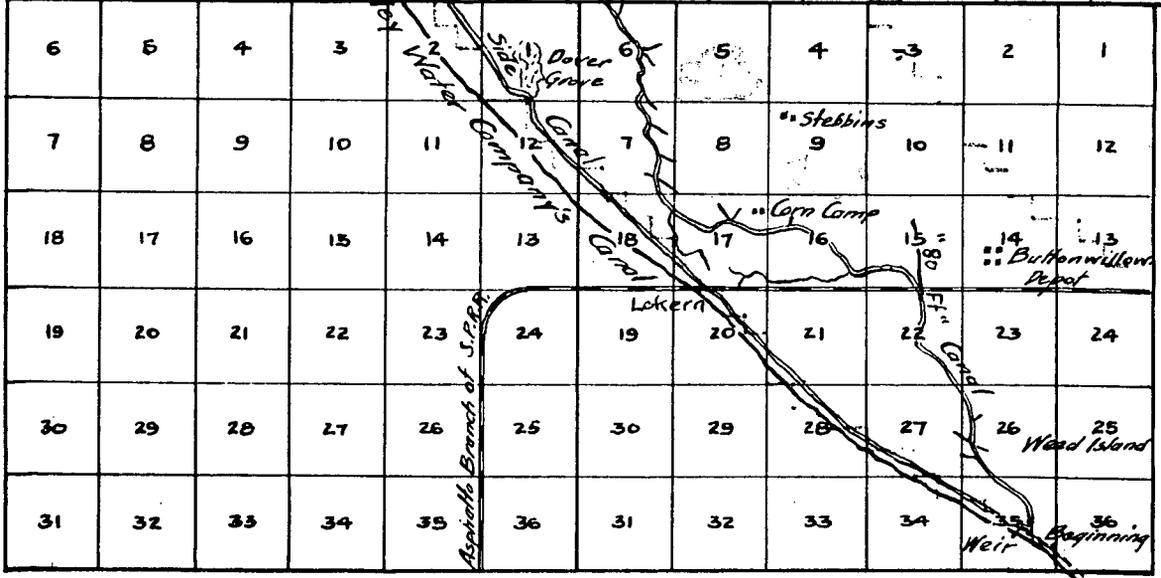
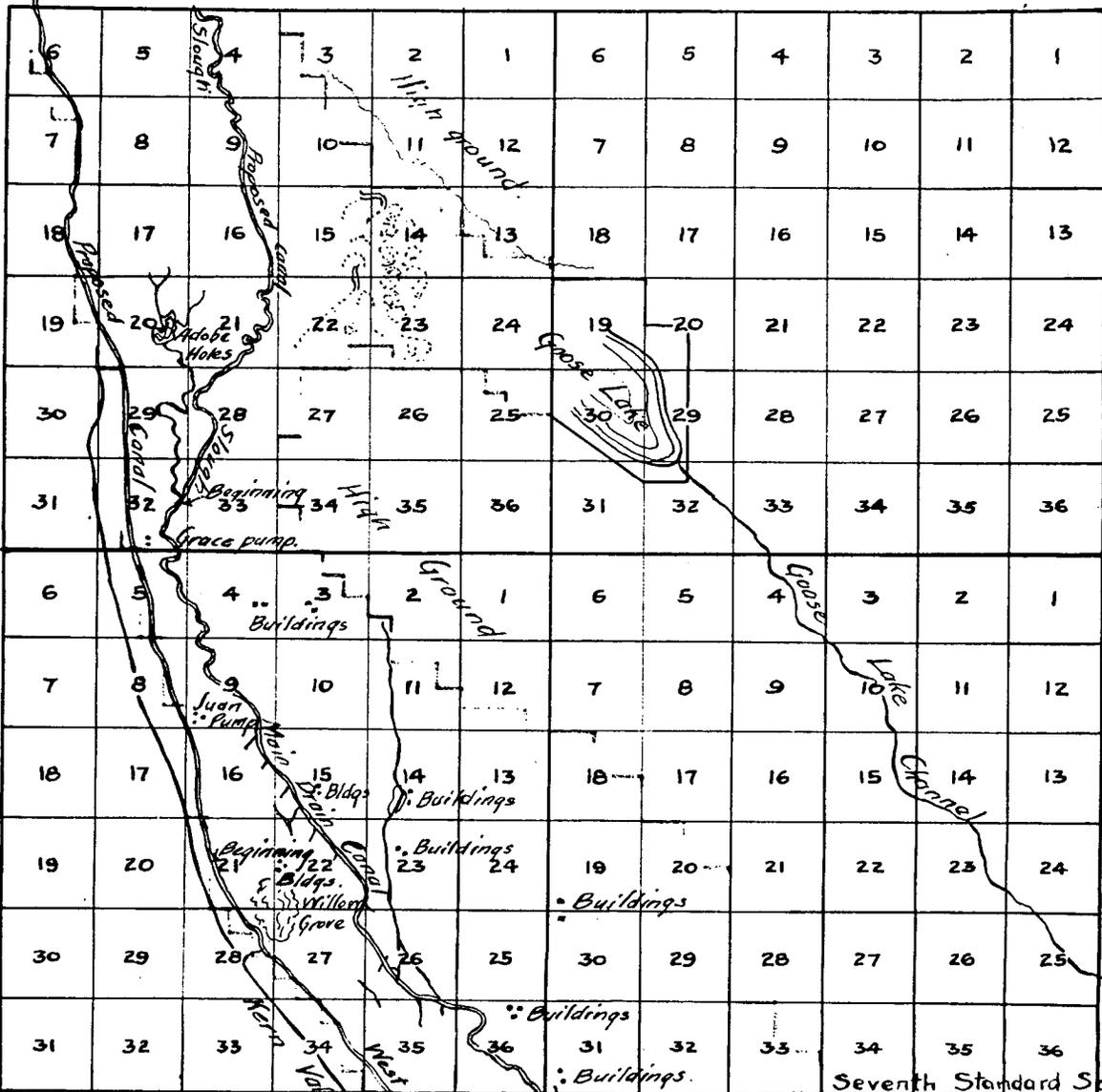
Township 27 South.

Township 28 South

Township 28 South

Township 29 South

Township 29 South.



Range 22 East

Range 23 East

APPENDIX I.

APPENDIX I

This Indenture, made this 29th day of January, A. D. one thousand eight hundred and ninety-six between Henry Miller, the party of the first part and Frederick Cox, the party of the second part:

WITNESSETH: That the said party of the first part for and in consideration of the sum of one dollar and other good and valuable considerations him thereunto moving, does by these presents grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns forever one hundred and one-thousand eight hundred and forty-five undivided one millions (.101845) of all those certain parcels of land in the County of Kern, State of California, described as follows:

(Describing reservoir lands)

Provided, however, and this conveyance is upon this express condition, that so long as the Buena Vista Lake Reservoir or any system of irrigation now or hereafter connected therewith or any part thereof remains in use the lands hereby conveyed shall be used only for reservoir purposes and for purposes connected therewith or appurtenant thereto. Together with all and singular the tenements, hereditaments, and appurtenances unto the above described premises belonging or in anywise appertaining.

To have and to hold as joint tenant all and singular, the said premises, together with the appurtenances unto the said party of the second part, his heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Henry Miller (Seal)

APPENDIX I.

APPENDIX I

This Indenture, made this 29th day of January, A. D. one thousand eight hundred and ninety-six between Henry Miller, the party of the first part and Frederick Cox, the party of the second part:

WITNESSETH: That the said party of the first part for and in consideration of the sum of one dollar and other good and valuable considerations him thereunto moving, does by these presents grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns forever one hundred and one-thousand eight hundred and forty-five undivided one millions (.101845) of all those certain parcels of land in the County of Kern, State of California, described as follows:

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Provided, however, and this conveyance is upon this express condition, that so long as the Buena Vista Lake Reservoir or any system of irrigation now or hereafter connected therewith or any part thereof remains in use the lands hereby conveyed shall be used only for reservoir purposes and for purposes connected therewith or appurtenant thereto. Together with all and singular the tenements, hereditaments, and appurtenances unto the above described premises belonging or in anywise appertaining.

To have and to hold as joint tenant all and singular, the said premises, together with the appurtenances unto the said party of the second part, his heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Henry Miller (Seal)

APPENDIX J.

APPENDIX J

Purchasers of Land from Miller & Lux Incorporated in
the Buena Vista Water Storage District
under sales contract.

Name of Purchaser	Description of land
Baker, C. Y. ✓	Sec. 6, T. 30 S., R. 24 E., M. D. B. & M. the $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$
Carlton, Allen J. ✓ and May L.	Beginning at the NE corner of Sec. 25, T. 29 S., R. 23 E., M.D.B. & M., thence along the east line of said Sec. 25 and the center line of a 60 foot road reservation south 0° 05' west 1118.20 feet, thence along the center line of the so-called "Main Drain" and the southerly line of a strip of land 70 feet wide, herein reserved as a right of way and as an easement to repair, maintain and operate said Main Drain, north 88° 48' west 332.00 feet, south 70° 35' west 308.10 feet, thence south 54° 05' west 302.00 feet, thence south 75° 57' west 288.90 feet, and north 74° 44' west 394.80 feet, thence leaving the center line of the Main Drain north 0° 05' east 1343.20 feet, thence along the north line of said section 25 and the center line of a 60 foot road reservation north 39° 26' east 1526.80 feet to the point of beginning, containing 44.77 acres, more or less. Reserving all of that portion of aforesaid 60 foot road reservations lying within above described tract of land for use as public roads. Also reserving as a right of way for an existing ditch and as an easement to repair, maintain and operate the same a strip of land lying 50 feet on each side of the following described line: Beginning at a point on the east line of above described tract of land which bears south 0° 05' west 1047.60 feet from the northeast corner of Sec. 25, T. 29 S., R. 23 E., M.D.B. & M., thence north 58° 02' west 82.10 feet, thence north 82° 54' west 166.10 feet, thence south 81° 10' west 134.80 feet, thence south 65° 41' west 295.30 feet, thence south 54° 48' west 385.20 feet, thence north 84° 15' west 579.00 feet to a point on the west line of above described tract of land.

Name of Purchaser	Description of land
Culp, Elzie L. and Jennie L.	<p>Beginning at a point which bears north 89° 48' east 188.00 feet from the northwest corner of Sec. 5, T. 30 S., R. 24 E., M.D.B. & M., thence along the north line of said Sec. 5 and the center line of a 60 foot road reservation north 89° 48' east 2455.60 feet to the north quarter section corner, thence south 0° 05½' east 2612.60 feet, thence along the east and west quarter section line of said Sec. 5 and the center line of a 50 foot road reservation south 89° 53' west 2450.50 feet to a point which bears north 89° 53' east 188.00 feet from the west quarter section corner of said Sec. 5, thence along the center line of a sixty foot road reservation north 0° 12' west 2608.60 feet to the place of beginning, containing 147.01 acres, more or less. Reserving as a right of way for the so-called "Arizona Ditch" and as an easement to repair, maintain and operate the same, a strip of land lying 50 feet at right angles on both sides of the following described line: Beginning at a point which bears south 0° 05½' east 312.50 feet from the north quarter section corner of Sec. 5, T. 30 S., R. 24 E., M.D.B. & M., thence north 89° 16' west 298.40 feet and north 56° 00' west 546.90 feet to a point on the north line of said Sec. 5, which bears south 89° 48' west 752.50 feet from the north quarter section corner. Also reserving all of that portion of aforesaid 60 and 50 foot road reservations lying within above described tract of land for use as rights of way and easements for public roads.</p>
Fisher, E. E. and H. Kelley	<p>Sec. 5, T. 30 S., R. 24 E., M. D. B. & M. - part of the SW¼ of NW¼ west of road. Sec. 6 - SE¼ of NE¼.</p>
Gilbreth, J. and A.	<p>In T. 30 S., R. 24 E., M. D. B. & M.: Sec. 5 - part of NW¼ of NW¼ west of road. Sec. 6 - N½ of NE¼.</p>
Houchin, C. E.	<p>Beginning at a point on the northern boundary line of the Southern Pacific Railroad Company's property which bears north 0° 27½' east 205.25 feet and south 89° 36' east 30.00 feet from the corner common to Secs. 13, 14, 23 and 24, T. 29 S., R. 23 E., M.D.B. & M., thence along the northerly line of the Southern Pacific Railroad Company's property north 89° 36' west 1915.30 feet, thence south 84° 12' west 231.35 feet, thence north 89° 36' west 551.75 feet to a point which bears north 0° 26' east 237.53 feet and north 89° 36' west 30 feet</p>

Name of
Purchaser

Description of land

Houchin, C. E.
(continued)

from the south quarter section corner of Sec. 14 of aforesaid township and range, thence parallel to the north and south quarter section line of said Sec. 14, north $0^{\circ} 26'$ east 1650.27 feet, thence along the northerly line of a strip of land 70 feet in width herein reserved as a right of way for the so-called "Main Drain", said 70 foot right of way being of uniform width the southerly line being parallel to the northerly line and to the first-mentioned course of the described northerly line extended westerly and the last-mentioned course of the northerly line extended easterly, south $89^{\circ} 36'$ east 141.43 feet, south $55^{\circ} 55'$ east 191.96 feet, south $71^{\circ} 44'$ east 428.47 feet, south $74^{\circ} 53'$ east 839.85 feet, south $51^{\circ} 09\frac{1}{2}'$ east 383.63 feet, south $78^{\circ} 45'$ east 141.50 feet, north $66^{\circ} 20'$ east 229.97 feet, thence along a curve to the right of radius 225.01 feet and tangent to last-mentioned course, a distance of 327.83 feet, thence tangent to said curve of radius 225.01 feet south $30^{\circ} 17'$ east 474.39 feet, thence leaving the northerly line of said Main Drain reservation and running 30 feet at right angles easterly from and parallel to the east line of aforesaid Sec. 14, south $0^{\circ} 27\frac{1}{2}'$ west 504.21 feet to the point of beginning, containing 75.24 acres, more or less.

A right of way 100 feet in width is reserved for an existing irrigation ditch across the above described 75.24 acre tract, the northerly and southerly line of said 100 foot right of way being 50 feet at right angles and parallel to the following described courses and 50 feet at right angles and parallel to the first-described course extended westerly and to the last-described course extended easterly; Beginning at a point on the westerly line of the above described 75.24 acre tract which bears north $0^{\circ} 26'$ east 237.53 feet north $89^{\circ} 36'$ west 30.00 feet and north $0^{\circ} 26'$ east 83.67 feet from the south quarter section corner of Sec. 14, T. 29 S., R. 23 E., M.D.B. & M., thence south $83^{\circ} 12'$ east, 593.92 feet, thence south $71^{\circ} 44'$ east 36.28 feet to a point on the southerly line of the 75.24 acre tract.

Jensen, R. L.

Sec. 30, T. 29 S., R. 24 E., M. D. B. & M. - the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$.

Orton, Jessie N.

Sec. 6, T. 30 S., R. 24 E., M. D. B. & M. - the $E\frac{1}{2}$ of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$.

Name of
Purchaser

Description of land

Pierucci,
Luigi

Beginning at a point which bears south $89^{\circ} 07\frac{1}{2}'$ west 657.80 feet from the east quarter section corner of Sec. 23, T. 29 S., R. 23 E., M.D.B. & M., thence along the center line of a fifty foot road reservation south $89^{\circ} 07\frac{1}{2}'$ west 661.90 feet, thence south $0^{\circ} 07\frac{1}{2}'$ west 334.85 feet, thence north $89^{\circ} 07\frac{1}{2}'$ east 661.95 feet, thence along center line of County road north $0^{\circ} 07'$ east 334.80 feet to the point of beginning, containing 4.86 acres, more or less, exclusive of County road.

Smith, Mrs.
Etta D.

Beginning at a point which bears south $0^{\circ} 07'$ west 19.75 feet and north $89^{\circ} 36'$ west 657.80 feet from the northeast corner of Sec. 23, T. 29 S., R. 23 E., M.D.B. & M., thence along the center line of a sixty foot road reservation south $0^{\circ} 07'$ west 1333.70 feet, thence along the center line of a fifty foot road reservation south $89^{\circ} 08'$ west 661.80 feet, thence leaving road reservation north $0^{\circ} 07\frac{1}{2}'$ east 1339.25 feet, thence along the southerly line of the Southern Pacific Railroad Company's property south $89^{\circ} 36'$ east 661.60 feet to the point of beginning, containing 20.37 acres, more or less. Reserving all of that portion of aforesaid sixty and fifty foot road reservations lying within above described tract of land for use as rights of way and easements for public roads. Also reserving for use as a right of way and easement for a public road and as a right of way for a drain and a canal and as an easement to repair, maintain and operate the same the following described tract of land: Beginning at a point which bears south $0^{\circ} 07'$ west 19.75 feet, north $89^{\circ} 36'$ west 657.80 feet and south $0^{\circ} 07'$ west 186.97 feet from the northeast corner of Sec. 23, T. 29 S., R. 23 E., M.D.B. & M., thence south $0^{\circ} 07'$ west 168.20 feet, thence north $71^{\circ} 44'$ west 696.00 feet, thence north $0^{\circ} 07\frac{1}{2}'$ east 141.57 feet, thence south $89^{\circ} 36'$ east 82.79 feet, thence south $71^{\circ} 44'$ east 609.11 feet to the point of beginning. All in Sec. 23.

Stalker,
John Byron

Beginning at a point which bears north $89^{\circ} 26'$ east 659.50 feet from the northwest corner of Sec. 25, T. 29 S., R. 23 E., M.D.B. & M., thence along the north line of said Sec. 25 and the center line of a sixty foot road reservation north $89^{\circ} 26'$ east 1319.00 feet, thence leaving road reservation south $0^{\circ} 05'$ west, 1340.80 feet, thence south $89^{\circ} 30'$ west 1319.10 feet, thence north $0^{\circ} 05'$ east 1339.40 feet to point of beginning, containing 40.57 acres. Reserving all of that portion of aforesaid sixty foot road reservation lying within above described tract of land for use as a public road.

Name of
Purchaser

Description of land

Zebrosky, Joseph
and Anna

Beginning at a point which bears south $0^{\circ} 07'$ west 19.70 feet from the northeast corner of Sec. 23, T. 29 N., R. 23 E., N.D.B. & M., thence along the southerly line of the Southern Pacific Railroad property and northerly line of a forty foot road reservation north $89^{\circ} 36'$ west 657.80 feet, thence along the center line of a sixty foot road reservation south $0^{\circ} 07'$ west 239.50 feet, thence along the southwesterly line of a 50 foot strip herein reserved as a right of way for an irrigation ditch, south $71^{\circ} 44'$ east 37.60 feet, thence south $49^{\circ} 12'$ east 794.75 feet, thence leaving the southwesterly line of said ditch right of way north $0^{\circ} 07'$ east 772.73 feet to the point of beginning, containing 7.55 acres, more or less. Reserving all of that portion of aforesaid 40 and 60 foot road reservations lying within above described tract of land for use as public road.

RESOLUTION NO. 36.

WHEREAS, the Board of Directors of this District, pursuant to the provisions of Section 17 of the Water Storage District Act of the State of California, has caused to be made all such examinations, surveys, detailed plans and specifications and estimates of costs, for the acquisition, appropriation, diversion, storage, conversation and distribution of water, and drainage and reclamation works connected therewith, as are necessary and requisite to enable this Board to ascertain and estimate the requirements and works necessary, as aforesaid, for the purpose of this District, and the probable cost and expense thereof; and

WHEREAS, the Board of Directors of this District has caused to be made a report of such examinations, surveys, detailed plans and specifications and estimates of costs above enumerated;

NOW, THEREFORE, BE IT RESOLVED: That the said report be and the same is hereby approved and adopted as the report of this District, in compliance with the provisions of Section 17 of the State Water Storage District Act; and

BE IT FURTHER RESOLVED: That said report be filed in the office of the State Engineer of the State of California, and a true copy thereof in the office of the Secretary of this Board; and

BE IT FURTHER RESOLVED: That this Board recommends that said project be carried out in accordance with the plans and specifications contained in said report, and that a copy of this Resolution, certified by the Secretary of this Board, be attached to said report and filed in the office of said State Engineer and said Secretary of this Board.

I hereby certify that the above is a true and correct copy of Resolution No. 36 of the Board of Directors of the Buena Vista Water Storage District.

J. E. Woolley
Secretary.

RIGHT OF WAY
EAST SIDE SYSTEM.

Index	Canal	From	To	Length	Width	Acres	Price	Value
E	East Side Canal	0	15-500	15500	140	49.81	150.00	7,471.50
		15-500	17-400	1900	140	6.11	12.50	637.37
		17-400	31-000	13600	140	43.71	150.00	6,556.50
		31-000	68-200	37200	140	119.55	187.50	22,415.62
		68-200	84-100	15900	140	51.10	75.00	3,832.50
		84-100	85-600	1500	100	3.44	75.00	258.00
		85-600	96-460	10860	100	24.93	187.50	4,674.57
		96-460	119-700	23240	140	74.69	187.50	14,004.37
		119-700	121-264	1564	140	5.03	135.00	679.05
		121-264	142-710	21446	120	59.08	135.00	7,975.50
				142710		437.45		68,555.08
E1	Deep Wells Ditch	0	8-600	8600	100	19.74	150.00	2,961.00
		8-600	31-500	22900	100	52.57	187.50	9,856.87
				31500		72.31		12,817.87
E2	Garden Ditch	0	9-032	9032	100	20.75	187.50	3,886.87
E3	Schoolhouse Ditch	0	17-000	17000	100	39.03	187.50	7,318.12
		17-000	27-700	10700	100	24.56	75.00	1,842.00
		27-700	39-000	11300	100	25.94	187.50	4,863.75
		39-000	49-577	10577	70	17.00	187.50	3,187.50
				49577		106.53		17,211.37
E3A	Ditch #14	0	6-500	6500	60	8.95	187.50	1,678.12
E3B	Canal #5	9-505	0	9505	80	17.46	187.50	3,273.75
E4	East Side Cut-off	0	9-800	9800	50	11.25	15.00	168.75
E5	East Side Branch	0	3-500	3500	140	11.25	75.00	843.75
		3-500	8-562	5062	140	16.27	187.50	3,050.62
				8562		27.52		3,894.37
E6	Canal #17	0	7-160	7160	80	13.15	187.50	2,465.62
E6A	Canal #18	0	13-428	13428	80	24.66	187.50	4,623.75
		13-428	18-915	5487	50	6.30	187.50	1,181.25
				18915		30.96		5,805.00

RIGHT OF WAY
EAST SIDE SYSTEM.

Index	Canal	From	To	Length	Width	Acres	Price	Value
E6A1	Canal #20	0	1-425	1425	80	2.62	\$187.50	491.25
E6B	Canal #19	0	15-300	15300	60	21.07	187.50	3,950.62
E7	East Schoolhouse Ditch	0	7-560	7560	50	8.68	187.50	1,627.50
E8	Canal #8	0	10-125	10125	60	13.95	187.50	2,615.62
E9	Cox Canal	0	22-425	22425	80	41.18	135.00	5,559.30
E9A	17 Canal	0	8-296	8296	80	15.24	135.00	2,057.40
E9A1	Canal #30	5-253	1-098	4155	50	4.77	135.00	643.95
E9A1A	Canal #30 A	0	3-225	3225	60	4.44	135.00	599.40
E9A2	Canal #31	0	5-020	5020	60	6.91	135.00	932.85
E10	15 Canal	0	9-536	9536	80	17.51	135.00	2,363.85
E11	14 Canal	0	9-480	9480	60	13.06	135.00	1,763.10
E12	23 Canal	0	4-571	4571	60	6.30	135.00	850.50
E12A	23 Lateral	2-479	9-705	7226	60	9.95	135.00	1,343.25
E8A	Canal #21	0	5-965	5965	50	6.85	187.50	1,284.37

RIGHT OF WAY
DRAINS

	Canal	From	To	Length	Width	Acres	Price	Value
MD	Main Drain	165-400	159-400	6000	140	19.28	112.50	2,169.00
		159-400	151-400	8000	140	25.71	150.00	3,856.50
		151-400	149-400	2000	140	6.43	112.50	723.37
		149-400	140-400	9000	140	28.92	135.00	3,904.20
		140-400	36-400	103000	140	337.45	187.50	63,271.87
		35-400	0	36400	140	113.77	135.00	15,358.95
				165400		531.56		89,283.89
D1	Florida Ditch	12-028	0	12028	140	38.66	187.50	7,248.75
D2	Parallel Ditch	6-000	19-050	13050	40	11.98	187.50	2,246.25
D3	Main Drain Branch	20-675	0	20675	90	42.72	187.50	8,010.00
D4	Coyote Drain	0	7-700	7700	60	10.61	187.50	1,989.37
		7-700	12-450	4750	60	6.54	150.00	981.00
		12-450	16-755	4305	60	5.93	187.50	1,111.87
				16755		23.08		4,082.24
D5	Lateral #4	3-793	2-800	993	80	1.82	150.00	273.00
		2-800	0	2800	80	5.14	187.50	963.75
				3793		6.96		1,236.75
D6	N. Schoolhouse Ditch	0	13-085	13085	50	15.02	187.50	2,816.25

RIGHT OF WAY
RESERVOIR ASSOCIATION WORKS

Index	Canal	From	To	Length	Width	Acres	Price	Value
	Inlet Canal	0	11-616	11616	500	135.00	\$28.50	3037
	Outlet Canal	50-204	96-768	46464	300	320.00	22.50	7200
	North Levee	0	14-855	14855	100	34.10	22.50	767
	East Levee	0	7-920	7920	250	45.45	22.50	1023
		7-920	11-880	3960	250	22.73	22.50	511
		11-880	13-200	1320	250	7.58	112.50	853
		13-200	27-720	14520	100	33.33	112.50	3750
		29-040	30-075	1035	100	2.38	22.50	54
				28755		111.47		6191
	Reservoir Lands					26490	15.00	397350

351222

RESOLUTION NO. 38.

"WHEREAS, the Board of Directors of this District, pursuant to the provisions of Section 17 of the Water Storage District Act of the State of California, has filed its Report of the District plan to the State Engineer; and

"WHEREAS, said State Engineer has made certain suggestions and recommendations for the amendment and modification of said Report, which suggestions and recommendations the Board desires to adopt; and

"WHEREAS, Section 19 of the Water Storage District Act of the State of California provides that pending final approval or disapproval by the State Engineer, the Board of Directors may amend, modify or supplement their Report;

"NOW, THEREFORE, BE IT RESOLVED: That said Report be, and the same is hereby amended, modified and supplemented in the following particulars:

(1) On page 14 of the report immediately following the second paragraph thereon and immediately preceding the heading "Flood Protection", insert the following paragraph.

"As noted on page 4 of the report, Carmel Cattle Company is the owner of 9.940% interest in second point water and is entitled to call for this division in waters available from direct flow and from storage. Said corporation is also the owner of interests in certain of the canals and of easements for the carriage of water in all canals serving their lands as set forth in Appendix H of the report. Except as limited by the provisions of the agreement exhibited in said Appendix H, the lands owned by said corporation in the district are liable for their proportion of maintenance and operation expenses of the district canal system."

(2) On page 48 of the report, beginning at the eighth line on said page, continue the paragraph by making the following additions thereto.

"In case the bringing in of the second unit, herein-after described, makes the lands of Parcel No. 2, or any of them, available for irrigation, no second point water, as such, is purposed to be allocated to this area. These lands will be



entirely dependent (1) on excess waters of Kern River, that is, on waters over and above the second point, entitlement passing second point in years of high flow, (2) on drainage waters entering Parcel No. 2 from the north and east, and (3) on underground water which may be hereafter developed for their use.

(3) That the contract referred to and included in said Report as Appendix "D" be stricken from said Report, and in place and stead of said contract there be inserted and included in Appendix "D" of said Report the following instrument:

(Note) The agreement can be typed in the Resolution with a notation to the effect that the Exhibit is the same as in Appendix "D" of the Report.

See minutes page 56-57

(4)(a) That the following changes be made on page 54 of the report: Under the heading "Additional Laterals and Repairs" change \$45,049 to \$45,649; under the heading "Total" change \$148,156 to \$163,156; under the heading "Summary" and the title "New Construction" change 103,107 to 117,507; under the title "Additional Laterals and Repairs" change 45,049 to 45,649 and under the title "total" change \$930,000 to \$945,000. On page 55 in the first line thereon change \$930,000 to \$945,000 and in the twelfth line on said page change \$930,000 to \$945,000.

(b) On page 16 of said Report, the reference to Goose Lake as in "T. 27 S., R. 21 E." be changed so as to read "T. 27 S., R. 23 E."

(c) In Appendix "C", Exhibit "A", the reference to the Deep Wells ditch be changed so as to read that the head of said ditch is in T. 29 S., R. 24 E.

(d) In Appendix "C", Exhibit "A", the reference to "W-3" should be changed so as to show said canal ending in Sec. 35, T. 28 S., R. 22 E.

(e) On the map attached to said Report in Appendix "G" the lateral to parcel 4 should be colored pink to indicate its purchase.

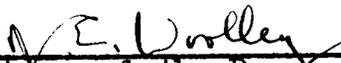
(f) (g) - That Exhibit "A" of Appendix "F" be amended so as to include in the list of lands of Miller & Lux in the District, all of Sec. 25, T. 31 S., R. 25 E.

441) That the word "writer" be stricken from said Report wherever the same appears, and in place and stead of said word there be inserted the name of W. C. Hammatt, Consulting Engineer of the District.

"BE IT FURTHER RESOLVED: That the Secretary ^{or assistant secretary} file a copy of this Resolution, duly certified, in the office of the State Engineer of the State of California so that said Report heretofore filed may be amended, modified and supplemented in the foregoing particulars."

I, J. E. Woolley, Secretary of the Buena Vista Water Storage District, hereby certify that the above and foregoing report is a true and correct copy of the report of the Board of Directors of the Buena Vista Water Storage District, filed in the office of the State Engineer of the State of California pursuant to the provisions of Section 17 of the Water Storage District Act of the State of California.

Dated: December 22nd 1927.


Secretary of the Buena Vista
Water Storage District

MAY 21

May 19, 1937

Mr. J. Leroy Nickel, Jr.,
1114 Merchants Exchange Bldg.,
San Francisco, California.

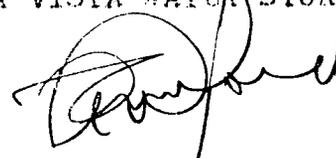
Dear Mr. Nickel :

With reference to conversation regarding Parcel 1-A of the District, which is that land east of the East Levee, you will note that on page 4 of the Report of Commissioners of Assessment, who spread the original Assessment No. 1, that these lands have entitlement to stored water only at stages of the reservoir high enough to deliver stored water to them.

Unless there is some other ruling to the contrary it would seem that these lands would be entitled to storage water when elevations slightly above 290 at this point will enable them to receive irrigation directly from the Naples Canal out of the Lake.

Yours very truly,

BUENA VISTA WATER STORAGE DISTRICT



P. A. Dunford

cc- Mr. V.J. McGovern

PAD:B