
AGREEMENT FOR ESTABLISHMENT AND MAINTENANCE
OF MINIMUM RECREATION POOL OF 30,000 ACRE-FEET
IN ISABELLA RESERVOIR

between

BUENA VISTA WATER STORAGE DISTRICT,
NORTH KERN WATER STORAGE DISTRICT,
TULARE LAKE BASIN WATER STORAGE DISTRICT,
and HACIENDA WATER DISTRICT

and

THE COUNTY OF KERN

November 8, 1963

AGREEMENT FOR ESTABLISHMENT AND MAINTENANCE
OF MINIMUM RECREATION POOL OF 30,000 ACRE-FEET
IN ISABELLA RESERVOIR

THIS AGREEMENT, made this 8th day of November, 1963, by and between BUENA VISTA WATER STORAGE DISTRICT, a water storage district duly organized and existing under and by virtue of the laws of the State of California, NORTH KERN WATER STORAGE DISTRICT, a like district, TULARE LAKE BASIN WATER STORAGE DISTRICT, a like district, and HACIENDA WATER DISTRICT, a California water district duly organized and existing under and by virtue of the laws of the State of California, as First Parties, herein collectively called "Irrigators", and THE COUNTY OF KERN, a political subdivision of the State of California, Second Party, hereinafter called "County",

W I T N E S S E T H:

THAT WHEREAS:

A. The Irrigators and the parties they respectively represent own the right to divert, store and use certain waters of Kern River for irrigation purposes;

B. Pursuant to the Flood Control Act of 1944 (58 Stat. 887) the United States of American has constructed and now owns and operates a flood control reservoir known as Isabella Reservoir in the mountains on the main channel

of Kern River;

C. Ever since the completion of Isabella Reservoir in 1954, the Irrigators have had the right, pursuant to annual interim contracts between them and the United States, to use 535,000 acre-feet of the reservoir space for the regulatory storage of the waters of Kern River owned by them and used by them for irrigation purposes, and the Irrigators and the United States are now negotiating a permanent contract under which the Irrigators will be able to utilize 535,000 acre-feet of space in Isabella Reservoir for such storage of irrigation waters on a permanent basis in return for making a lump-sum cash payment to the United States equal to the total reimbursable cost allocated by the United States to irrigation;

D. The United States has allocated for the joint use of flood control and recreation and incidental use 35,000 acre-feet of storage space in Isabella Reservoir;

E. The County has an interest in the development, management and operation of facilities for the recreational use of Isabella Reservoir, and the Chief of Engineers of the Corps of Engineers of the United States has approved a reservation of 30,000 acre-feet of space in Isabella Reservoir (being a part of the above mentioned 35,000 acre-feet) for a minimum pool for recreational uses;

F. The county at the present time owns 7,478 acre-feet of water now in storage in the 30,000 acre-foot portion of Isabella Reservoir so reserved for a minimum recreation pool, and the County desires to obtain sufficient water to fill the minimum recreation pool with a total of 30,000 acre-feet of water in storage in Isabella Reservoir;

G. The County desires to obtain assurance that after it is established, the 30,000 acre-foot minimum recreation pool will be maintained at that volume and all seepage, evaporation and flood control losses therefrom will be continuously replenished;

H. For the purposes of this agreement the term "project lands" shall mean lands acquired by the United States for the Isabella project. In acquiring the project lands, the United States acquired the water rights appurtenant thereto, and the United States has announced that it will store in Isabella Reservoir for public recreational purposes all water accruing to the United States pursuant to such water rights appurtenant to project lands except such water as is actually used for irrigation, stock watering, and incidental domestic purposes upon said project lands;

I. The water stored by the United States for public recreational purposes in Isabella Reservoir will in some years be greater and in some years less than the amount needed to

replenish the evaporation and seepage losses attributable to the 30,000 acre-foot minimum recreational pool and will contribute substantially to, but will not fully accomplish, the replenishment of such evaporation and seepage losses;

J. The Irrigators are willing to assist the County in establishing and assuring the maintenance of a minimum recreation pool of 30,000 acre-feet in accordance with the provisions hereof;

NOW, THEREFORE, the parties hereby agree with each other as follows:

1. Effective Date: This agreement shall take effect upon the date first above written.
2. Term: This agreement shall continue in effect so long as both of the following conditions prevail:
 - (a) The Irrigators continue to have, either under interim annual contracts or under a permanent contract with the United States, the right to utilize all of the 535,000 acre-feet of conservation storage space in Isabella Reservoir for the storage of irrigation waters owned by them, and
 - (b) The United States continues to store in Isabella Reservoir for public recreational purposes all waters accruing to the United States under water rights appurtenant to the above described Project Lands except such water as is actually used for irrigation, stock watering, and incidental domestic purposes upon said lands.
3. County's Purchase of Water to Fill Minimum Recreation Pool: Upon the date hereof the Irrigators hereby sell

4.

to the County and the County hereby purchases from the Irrigators, 22,522 acre-feet of water owned by the Irrigators and now in storage in Isabella Reservoir, which water, when added to the water already owned by the County and now in storage in Isabella Reservoir, will fill the minimum recreation pool in Isabella Reservoir to its full capacity of 30,000 acre-feet of water. The County agrees forthwith to pay to Buena Vista Water Storage District as agent for all of the Irrigators the sum of \$33,783.00 in cash in full payment of the purchase price of said 22,522 acre-feet of water, which purchase price is at the rate of \$1.50 per acre-foot for all water so purchased.

4. Maintenance of Minimum Recreation Pool: The Irrigators agree that so long as this agreement remains in effect:

(a) Whenever the water stored in Isabella Reservoir by the United States for recreational purposes shall be inadequate to replenish evaporation and seepage losses attributable to the minimum 30,000 acre-foot recreation pool, or whenever the United States for flood control purposes releases water from such pool, the Irrigators hereby convey to the County free of cost such portion of the waters owned by Irrigators in Isabella Reservoir as shall be necessary to replenish such losses or release; and

(b) The Irrigators will not, nor will any of them, release or withdraw water, or cause water to be released or withdrawn, from the Isabella Reservoir for irrigation purposes at any time when the volume of water in the reservoir is 30,000 acre-feet or less, except by mutual agreement of all parties hereto.

5.

The County agrees that so long as this agreement remains in effect:

(c) The County will not contend that the said recreation pool is at any time increased above 30,000 acre-feet by reason of any excess of waters stored by the United States for recreational purposes over and above the evaporation and seepage losses attributable to the recreation pool; and

(d) All water purchased by the County hereunder and all water stored by the United States for public recreational purposes as hereinabove recited shall remain in storage for recreational purposes in Isabella Reservoir during the term of this agreement, and during said term none of said water will be withdrawn by the County from Isabella Reservoir at any time for any purpose except by mutual agreement of all parties hereto.

5. Agreement Among Irrigators: The Irrigators agree among themselves that, unless otherwise instructed by the Irrigators in writing, the Water Master serving pursuant to the "Kern River Water Rights and Storage Agreement" dated December 31, 1962, shall allocate all seepage and evaporation losses and flood control releases attributable to the 30,000 acre-foot recreational pool in Isabella Reservoir among the Irrigators as follows: twenty-five per cent (25%) thereof to Buena Vista Water Storage District and seventy-five per cent (75%) thereof to North Kern Water Storage District.

6. Kern River Water Applications of the County: The County agrees that:

(a) It will take no action with respect to its application now pending before the Water Rights Board to appropriate water from the Kern River and its request for assignment of the application of the State of California

now pending before the Water Commission;

(b) It will not oppose any request by the Irrigators to the Water Rights Board that all pending applications on the Kern River, including the applications of the State of California, be dismissed; and

(c) It will not oppose any contention by the Irrigators that there is no unappropriated water available in the Kern River for appropriation.

7. No Prejudice: The Irrigators agree that if this agreement shall ever terminate, then the water rights acquired by the United States appurtenant to project lands shall not be challenged by them or their successors by virtue of the storage in Isabella Reservoir or the use or nonuse after 1954 of waters accruing to such water rights, so long as such waters are being used for recreation or other purposes that are in the public interest. All parties agree that except as provided in the preceding sentence, none of the water rights or water claims of the County, the Irrigators, or the United States shall after termination of this agreement be challenged, supported, prejudiced or aided by anything contained in this agreement or by anything done or not done pursuant hereto. Nothing contained in this agreement shall prohibit any party hereto from asserting a claim of ownership to any new water which may be produced in the future in the Kern River watershed by artificial means, such as cloud seeding.

8. Notices: Any notice which may be given by any party to any other under or with respect to the provisions hereof may be given by certified or registered mail addressed as follows:

To Buena Vista:

Buena Vista Water Storage District
525 North Main Street
Buttonwillow, California

To North Kern:

North Kern Water Storage District
Post Office Box 1195
Bakersfield, California

To Tulare:

Tulare Lake Basin Water Storage District
Post Office Box 415
Corcoran, California

To Hacienda:

Hacienda Water District
Route 2, Box 745
Firebaugh, California

To County:

County Kern
County Administration Building
Bakersfield, California

Any party may change its address by giving the other parties
written notice of its new address.

IN WITNESS WHEREOF, the parties have executed this
instrument in fifteen counterparts at Bakersfield,
California, as of the day and year first hereinabove written.

BUENA VISTA WATER STORAGE DISTRICT

By L. J. Johnson - President
and by J. John Fisher - Assistant Secretary

(SEAL)

NORTH KERN WATER STORAGE DISTRICT

(SEAL)

By [Signature] PRESIDENT
and by [Signature] SECRETARY

TULARE LAKE BASIN WATER STORAGE DISTRICT

(SEAL)

By [Signature] PRESIDENT
and by [Signature] Assistant SECRETARY

HACIENDA WATER DISTRICT

By [Signature] - President
and by [Signature] - Secretary
FIRST PARTIES

THE COUNTY OF KERN

By [Signature]
Chairman, Board of Supervisors

SECOND PARTY

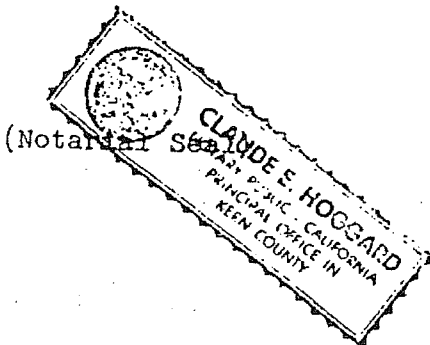
STATE OF CALIFORNIA }
County of Kern } ss.

On this 14th day of November, A. D. 1963,
before me, Claude E. Hoggard, a Notary Public in and for
said County and State, residing therein, duly commissioned
and sworn, personally appeared V. J. Feiborn
known to me to be the _____ President, and H. John Fisher
known to me to be the Assistant Secretary, of BUENA VISTA
WATER STORAGE DISTRICT, the water storage district that executed
the within instrument and known to me to be the persons who exe-
cuted the within instrument on behalf of the District therein
named, and acknowledged to me that such District executed the
within instrument pursuant to its by-laws or a resolution of
its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal at my office in said County and State
the day and year in this certificate first above written.

Claude E. Hoggard
NOTARY PUBLIC
in and for the County of Kern,
State of California

My Commission expires: MY COMMISSION EXPIRES FEB. 21, 1968

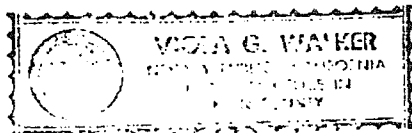


STATE OF CALIFORNIA }
County of Kern } ss.

On this 19th day of November, A. D. 1963,

before me, VIOLA G. WALKER, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. E. Stanfield, known to me to be the _____ President, and James Matthews known to me to be the _____ Secretary, of NORTH KERN WATER STORAGE DISTRICT, the water storage district that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the District therein named, and acknowledged to me that such District executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year in this certificate first above written.



My Commission Expires July 26, 1967.

Viola G. Walker
NOTARY PUBLIC
in and for the County of Kern,
State of California

VIOLA G. WALKER, Notary Public
My Commission Expires July 26, 1967.

My Commission expires: _____

(Notarial Seal)

STATE OF CALIFORNIA }
County of Kings } ss.

On this 25th day of November, A. D. 1963,
before me, Lela F. Clubb, a Notary Public in and
for said County and State, residing therein, duly commissioned
and sworn, personally appeared James J. Robinson,
known to me to be the _____ President, and James B. McQuinn
known to me to be the Assistant Secretary, of TULARE LAKE BASIN
WATER STORAGE DISTRICT, the water storage district that executed
the within instrument and known to me to be the persons who exe-
cuted the within instrument on behalf of the District therein
named, and acknowledged to me that such District executed the
within instrument pursuant to its by-laws or a resolution of
its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal at my office in said County and State
the day and year in this certificate first above written.

Lela F. Clubb
NOTARY PUBLIC
in and for the County of Kings,
State of California
LELA F. CLUBB
My Commission Expires April 29, 1967

(Notarial Seal)

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

On this 15th day of November, A. D. 1963,
before me, Daisy Bryant, a Notary Public in and
for said County and State, residing therein, duly commissioned
and sworn, personally appeared George H. Nickel Jr.
known to me to be the _____ President, and Philip J. Murray
known to me to be the _____ Secretary, of HACIENDA WATER
DISTRICT, the water district that executed the within instrument
and known to me to be the persons who executed the within instru-
ment on behalf of the District therein named, and acknowledged
to me that such District executed the within instrument pursuant
to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal at my office in said County and State
the day and year in this certificate first above written.

Daisy Bryant
NOTARY PUBLIC DAISY BRYANT
in and for the City of Merced,
San Francisco, State of California
My Commission expires: May 19, 1968

(Notarial Seal)

STATE OF CALIFORNIA }
COUNTY OF KERN } ss.

BOOK 3779 PAGE 466

On this 31st day of December, 1961, before me,
Geraldine F. Ladd, a Notary Public in and for said
County and State, residing therein, duly commissioned
and sworn, personally appeared Chas. P. Selger,
known to me to be the Chairman of the Board of Super-
visors of the COUNTY OF KERN, and known to me to be
the person who executed the within instrument on be-
half of said County, and acknowledged to me that such
COUNTY OF KERN executed the same.

WITNESS my hand and official seal the day and
year first above written.

Geraldine F. Ladd
Notary Public in and for the
County of Kern
State of California

My Commission expires:

GERALDINE F. LADD

My Commission Expires April 11, 1962

Recorder's Memo: POOR RECORDED
REPRODUCTION DUE TO QUALITY OF
PRINT OR TYPE ON ORIGINAL DOCUMENT.