

RECORDING REQUESTED BY,
OFFICIAL BUSINESS OF AND
FOLLOWING RECORDATION
RETURN TO:

Tehachapi-Cummings County Water District
P.O. Box 326
Tehachapi, CA 93581

APPLICATION AND AGREEMENT FOR WATER SUPPLY
(Delivered Through Non-Party Domestic Well - Tehachapi Basin)

APN: _____
Street Address: _____
Tehachapi, CA 93561
Mailing Address
(If Different): _____

The undersigned ("Applicant") hereby requests the Tehachapi-Cummings County Water District (the "District") to provide and sell to Applicant water for domestic purposes on the above-described parcel (copy of Applicant's Deed is attached hereto as **Exhibit A** (hereafter "the Parcel")), according to the following terms and provisions:

1. Applicant acknowledges that all groundwater rights in the Tehachapi-Basin had been fully adjudicated in Kern County Superior Court Case No. 97210 and that the Applicant and the Parcel have no right to pump any of the native yield of the Tehachapi Basin.

2. Applicant hereby requests the District to spread in the Tehachapi Basin sufficient State Water Project ("SWP") water to meet applicant's reasonable requirements for domestic water use on the Parcel, and, in addition thereto, a reserve account equal to the Applicant's actual pumping during the first five years after pumping begins under this Agreement. During the first five years after pumping begins under this Agreement, the District shall recharge into the Tehachapi Basin an amount of SWP water equal to twice the Applicant's metered usage in order to establish the Applicant's reserve account. If SWP shortages occur and the District draws upon such reserve to meet Applicant's requirements, Applicant will pay the District to restore such account in full as soon as SWP supplies allow, which payment shall be in addition to the payment for water pumped through Applicant's well.

3. Applicant upon completion of his well on the Parcel shall provide the District with the well log certified by the driller. The District at Applicant's expense shall install a ____ inch meter manufactured by _____, model no. _____.

4. Applicant shall pay the District for all water spread and pumped hereunder at the Term M&I Rate, plus the spreading surcharge for the Tehachapi Basin, as such rate and surcharge are set from time to time by the District's Board of Directors. Concurrently herewith, Applicant has tendered to the District \$ 450.00, the amount required to purchase and install the meter.

5. The District will read Applicant's meter monthly and bill Applicant on or before the tenth day of the following month. Such statement shall be immediately due and payable and shall become delinquent if not paid by the 28th day of the month. Applicant acknowledges receipt of a copy of District's Rules and Regulations for the Sale, Use and Distribution of Water which are incorporated herein by reference. Applicant's attention is especially invited to Parts F, G and H thereof governing billing, payment and Applicant's responsibility for treatment. Water sold hereunder is untreated and the District disclaims any warranty or representation of its potability and its suitability for any use. Further, the District makes no representations or warranties as to whether a water well can be drilled on the Parcel and successfully completed or as to the quality and quantity of water which may be pumped from Applicant's well.

6. Applicant grants the District an irrevocable license for the term of this Agreement to enter the Parcel to install and read the meter and, in the event of non-payment or other breach hereof, remove the meter and render Applicant's well inoperative.

7. The term of this Agreement shall commence upon the date this Application is accepted by the District and shall terminate (a) when the parcel can be connected to a public water system, as such term is defined in section 116275 of the Health and Safety Code, in which event Applicant shall connect to such system and shall abandon the well in accordance with law, or (b) upon Applicant's purchase of adjudicated groundwater rights in the Tehachapi Basin sufficient to meet Applicant's reasonable requirements, whichever (a) or (b) occurs first.

8. Upon proof satisfactory to the District that the Parcel is connected to a public water system and Applicant's well has been properly abandoned, the District shall refund to the owner of the Parcel the amount paid by the Applicant to establish the reserve account. If this Agreement terminates because the Applicant or his successor in ownership of the Parcel has acquired sufficient adjudicated groundwater rights to meet the Parcel's reasonable requirements for water, then the District, as Watermaster of the Tehachapi Basin, shall add one-fifth of the reserve account to the Parcel's Allowed Pumping Allocation for five successive calendar years, beginning with the calendar year in which such adjudicated rights are acquired, provided, however, the Applicant shall be deemed to have pumped first his Allowed Pumping Allocation before such one-fifth share of the reserve account and further provided, however, there shall be no carry-over of un-pumped reserve account water from year to year.

9. This Agreement shall bind Applicant's successors and assigns in ownership of the Parcel and shall "run" with the Parcel. The District may record this Agreement in the Official Records of Kern County.

Dated: _____

Applicant's Signature

Print Applicant's Name

Attachment: Copy of Applicant's Deed is
Exhibit A

ACCEPTANCE

The above Application is accepted.

Dated: _____

TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT

By _____
General Manager

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Notary Seal]

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature

[Notary Seal]