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MARTIN E. WHELAN, JR. INC.
Third Floor
7624 So. Painter Ave
Whittier, Ca 90602

VERA V. GIBSON, CLERK
KERN COUNTY, CALIF.

BY *A. J. Loughran*

VERA V. GIBSON, CLERK
KERN COUNTY, CALIF.

BY *B. J. Garrido*

DEC-22-70 7 34 21

Recorded by RAY A. MERCAMMEN, Kern Co. Recorder

SUPERIOR COURT OF THE STATE OF CALIFORNIA

NO FILE

FOR THE COUNTY OF KERN

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

Plaintiff,

vs.

IRVING P. AUSTIN, GERTRUDE AUSTIN, CHARLES J. AYRES, BAKERSFIELD PRODUCTION CREDIT ASSN., a corporation, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a corporation, ROY T. CLARK, WANDA CLARK, CONSOLIDATED ESCROW COMPANY, a corporation, CONTINENTAL AUXILIARY COMPANY, a corporation, COOK & SONS, INC., a corporation, CORPORATION OF AMERICA, a corporation, EAST KERN ESCROW COMPANY, a corporation, J. J. ERTESZEK, ALAN FIELDS, MARDELL FIELDS, BENJAMIN GOLDMAN, COURTLANDT D. GROSS, HERITAGE INVESTMENT CORP., a corporation, ELMER F. JURY, MADELEINE A. JURY, KERN COUNTY TITLE COMPANY, a corporation, GEORGE E. LAWRENCE, VIRGINIA B. LAWRENCE, IDONNA LEIVA, JOSEPH LEIVA, HAROLD T. LUTGE, HELEN LUTGE, ROBERT L. MCCARTHY, DOROTHY M. MCCARTHY, NINAN NOSKOFF, JEAN M. A. PELLISSIER, ADRIENNE ROSEN, LEONARD ROSEN, BERNARD SASIA, WINIFRED SASIA, SCHULTZ ENTERPRISES, a corporation, ROBERT SCHULTZ, CYRUS E. STEWART, NAOMI RUTH STEWART, TEHACHAPI GOLDEN ORCHARDS, a partnership, TEHACHAPI MOUNTAIN LAND AND ORCHARD CO., a corporation, ISOBEL TEUSCHER, TRANSAMERICA TITLE INSURANCE COMPANY, a corporation, BARBARA G. Von PLATEN, W. G. Von PLATEN,

Defendants.

Entered 93

NO. 97211

JUDGMENT

The above entitled action duly and regularly came on for

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1 trial on October 19, 1970, at 1:30 o'clock P.M., in Department 2
2 of the above entitled Court, before the Honorable Walter Osborn,
3 Jr., Judge, having been duly transferred thereto from Department
4 1 of said Court. Plaintiff appeared through its attorney, Martin
5 E. Whelan, Jr., Inc. and Martin E. Whelan, Jr. There was no
6 appearance by or on behalf of any defendant. All previously ap-
7 pearing defendats had theretofore concurred in Plaintiff's pre-
8 trial statement. The defaults of all non-appearing defendants
9 had theretofore been entered. Notice of trial was theretofore
10 properly and timely given. Evidence, both oral and documentary,
11 was received and the trial concluded and submitted on October 19,
12 1970.

13 In connection with the following Judgment, the following
14 terms, words, phrases and clauses are used by the Court with the
15 following meanings:

16 "Artificial Replenishment" is the replenishment of a
17 basin achieved through the spreading of imported water which
18 percolates into said basin.

19 "Base Water Right" is the highest continuous extractions
20 of water by a party from the Brite Basin for a beneficial use in
21 any period of five consecutive years after the commencement of
22 overdraft in Brite Basin as to which there has been no cessation
23 of use by that party during any subsequent period of five consec-
24 tive years, both prior to the commencement of this action. As
25 employed in the above definition, the words "extractions of water
26 by a party" and "cessation of use by that party" include such ex-
27 tractions and cessations by any predecessor or predecessors in
28 interest.

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

31 "Brite Basin" is that certain ground water basin under-
32 lying Brite Basin Area.

1 "Brite Basin Area" consists of the territory within
2 the boundaries set forth in Appendix "1" to this Judgment, made a
3 part hereof by reference.

4 "Brite Basin Watershed" is that territory constituting
5 the watershed of Brite Basin and is that territory within the
6 boundaries set forth in Appendix "2" to this Judgment, made a
7 part hereof by reference.

8 "Extraction", "Extractions", "Extracting", "Extracted",
9 and other variations of the same noun and verb, mean pumping,
10 taking or withdrawing ground water by any manner or means whatso-
11 ever from Brite Basin.

12 "Imported Water" means water which may be brought into
13 Brite Basin Area from a non-tributary source by the Plaintiff
14 DISTRICT.

15 "Natural Replenishment" means and includes all processes
16 other than "Artificial Replenishment" by which water may become a
17 part of the ground water supply of Brite Basin, including return
18 from applied waters.

19 "Natural Safe Yield" is the maximum quantity of ground
20 water, not in excess of the long term average annual Natural
21 Replenishment, which may be extracted annually from Brite Basin
22 without eventual depletion thereof or without otherwise causing
23 eventual permanent damage to Brite Basin as a source of ground
24 water for beneficial use, said maximum quantity being determined
25 without reference to such Artificial Replenishment of Brite Basin
26 as might be accomplished from time to time.

27 "Overdraft" is that condition of a ground water basin
28 resulting from extractions in any given annual period or periods
29 in excess of the long term average annual Natural Replenishment,
30 or in excess of that lesser quantity which may be extracted
31 annually without otherwise causing eventual permanent damage to
32 the basin.

1 "Party" means a party to this action. Whenever the
2 term "party" is used in connection with a quantitative water
3 right, or any quantitative right, privilege or obligation, it
4 shall be deemed to refer collectively to those parties to whom
5 are attributed a Base Water Right in this Judgment.

6 "Person" or "persons" include individuals, partnerships,
7 associations, governmental agencies and corporations, and any and
8 all types of entities.

9 "Surface Diversion" is a diversion of waters flowing on
10 the surface within Brite Basin Watershed (including Brite Basin
11 Area) which diversion is made principally for use of the water or
12 storage for future use, and not primarily for some other purpose,
13 e.g., flood control, drainage. "Use" includes impounding of
14 water for aesthetic or recreational purposes.

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

18 "Water Year" is the twelve month period commencing
19 October 1 of each year and ending September 30 of the following
20 year.

21 In those instances where any of the above defined words,
22 terms, phrases or clauses are utilized in the definition of any
23 of the other above defined words, terms, phrases and clauses,
24 such use is with the same meaning as is above set forth.

25 The Court having made its Findings of Fact and Conclusions
26 of Law herein:

27 NOW THEREFORE, IT IS ORDERED, DECLARED, DECREED AND ADJUDGED
28 AS FOLLOWS:

29 1. Declaration and Determination of Water Rights
30 of Parties*

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

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1 Each party whose name is hereinafter set forth in the
2 tabulation at the end of paragraph 1 of this Judgment and after
3 whose name there appears under the column "Base Water Right" a
4 figure, is the owner of and has the right annually to extract
5 ground water from Brite Basin for beneficial use in Brite Basin
6 Area in the quantity in acre-feet so set forth after that party's
7 name under said column "Base Water Right". All of the rights
8 listed thereon are of the same legal force and effect and are
9 without priority with reference to each other. They are sub-
10 ject in any event to (i) subsequent curtailment in the exercise
11 of the continuing jurisdiction of the court hereinafter provided,
12 and (ii) all of the other provisions of this Judgment herein-
13 after provided. No party to this action is the owner of or has
14 any right to extract ground water from Brite Basin, except as
15 set forth in the tabulation following this paragraph 1 of this
16 Judgment, except insofar as any such party may be the tenant of
17 any other party, have an interest under a Deed of Trust, or
18 establish rights as a transferee. No party to this action
19 listed on said tabulation has any right to export outside of
20 Brite Basin Area any ground water extracted from Brite Basin.
21 No party has any right to export any water diverted from the
22 surface of the Brite Basin Watershed outside of the area of the
23 Brite Basin Watershed. No party has any right to export outside
24 of Brite Basin Area any water diverted from the surface of that
25 area. Except to the extent of surface diversions of water within
26 the Brite Basin Watershed and Brite Basin Area having been made
27 as of the water year preceding commencement of this action, or
28 as may be permitted pursuant to subsequent order of Court under
29 its continuing jurisdiction, no party to this action has any
30 right to divert surface waters within Brite Basin Watershed or
31 Brite Basin Area.

32 * * * * *

1	<u>Name of Party</u>	<u>Base Water Right</u> (in acre-feet)
2		
3	J. J. Erteszek, a.k.a. Jan J. Erteszek*	35
4		
5	Jean M. A. Pellissier*	3
6	Schultz Enterprises, Inc., Robert Schultz	29
7	Courtlandt Devereaux Gross	3
8	Tehachapi Golden Orchards, a general partnership (Successors in interest to Bernard Sasia and Winifred B. Sasia)	305
9		
10	Tehachapi Mountain Land and Orchard Co., a California corporation (Successors in interest to Cook & Sons, Inc.)	235
11		
12	(*See listing also under "PARTY-DOMESTIC WELL")	
13		
14	J. J. Erteszek, a.k.a. Jan J. Erteszek	3
15	Elmer F. Jury and Madeleine A. Jury	3
16	Joseph J. Leiva and Idonna Leiva	3
17	Robert C. Monroe and Mary Alice Monroe (successors in interest to Harold T. Lutge and Helen Lutge)	3
18		
19	Jean M. A. Pellissier	3
20	Bernard Sasia and Winifred B. Sasia	3
21	W. G. Von Platen and Barbara G. Von Platen	3

22 2. Parties Enjoined as to Surface Diversions and
23 Exports

24 Each party listed in the foregoing tabulation under
25 paragraph 1 of this Judgment is enjoined and restrained from
26 hereafter exporting outside of Brite Basin Area any ground water
27 extracted from Brite Basin. Each party to this action is en-
28 joined and restrained from hereafter making any diversions of
29 surface water within Brite Basin Watershed or within Brite Basin
30 Area, except to the extent of diversions having been made by
31 that party or a predecessor in interest during the water year
32 immediately preceding commencement of this action. Each party

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(17)

1 who may have a diversion right under the exception of the fore-
 2 going sentence is hereafter enjoined and restrained from export-
 3 ing outside of Brite Basin Watershed any surface water diverted
 4 therein, and is further enjoined and restrained from exporting
 5 outside of Brite Basin Area any surface water diverted therein.

6 3. Court Retains Continuing Jurisdiction/Physical
 7 Solution

8 The Court retains continuing jurisdiction for all pur-
 9 poses including but not limited to: the imposition of a physical
 10 solution in the Brite Basin, including a restriction on ground
 11 water pumping to quantities which will not exceed the Natural
 12 Safe Yield of Brite Basin, now 500 acre-feet; enjoining
 13 extractions of ground water from Brite Basin except to the ex-
 14 tent of the parties' rights proportional to the Natural Safe
 15 Yield of Brite Basin from time to time and except as may be
 16 provided under any physical solution adopted pursuant to said
 17 continuing jurisdiction; and determining any and all other
 18 matters which might become material under the Judgment.

19 4. Inter se Adjudication

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

22 5. Rights of Plaintiff DISTRICT

23 Plaintiff DISTRICT is an interested party in all
 24 matters subject to the continuing jurisdiction of this Court.
 25 Nothing in this Judgment contained shall constitute a deter-
 26 mination or adjudication which will foreclose Plaintiff DISTRICT
 27 from exercising such rights, powers and prerogatives as it may
 28 now have or may hereafter have by reason of provisions of law.
 29 Nothing contained in this Judgment shall be deemed a determina-
 30 tion whether the Plaintiff or any other party will or will not
 31 have any rights in any return flow from water subsequently im-
 32 ported, which matter shall be within the continuing jurisdiction

1 of the Court.

2 6. New Pumpers

3 Persons who may later be found to be, or later commence,
4 pumping within Brite Basin may be added to this Judgment upon
5 such stipulation as may be approved by the Court upon prior ten
6 (10) days written notice of the date of hearing to the parties.

7 7. Transfer of Rights - Domestic Wells

8 With regard to those parties listed in paragraph 1
9 under the tabulation of water rights as having a domestic well
10 and three (3) acre-feet of Base Water Rights with respect there-
11 to, said Base Water Right shall be transferable only in connec-
12 tion with a transfer of the property on which the right was
13 developed.

14 8. Judgment Binding on Successors

15 This Judgment and the provisions thereof are all ap-
16 plicable to and binding upon not only the parties hereto but as
17 well upon their respective heirs, executors, administrators,
18 successors, assigns, lessees, licensees and to the agents, em-
19 ployees and attorneys in fact of any such person. The injunc-
20 tive provisions herein contained run equally against all such
21 persons.

22 9. Costs

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

25 The clerk shall enter this judgment forthwith.

26 DATED: December 9, 1970

27

28

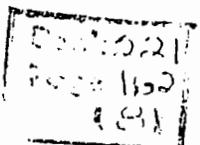
Walter Doherty, Jr.
Judge of the Superior Court

29

30

31

32



"BRITE BASIN AREA"

All those portions of T. 32 S., R. 32 E., M.D.M., and T. 12 N., R. 16 W.; T. 12 N., R. 15 W., and T. 11 N., R. 15 W., S.E.M., Kern County, California, bounded as follows:

Beginning at the N $\frac{1}{2}$ corner of Section 27, T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, T. 32 S., R. 32 E., M.D.M.;

thence Northerly to the NE corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22;

thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22;

thence Northerly to the W $\frac{1}{2}$ corner of said Section 22;

thence Westerly to the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, T. 32 S., R. 32 E., M.D.M.;

thence Northerly to the NE corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21;

thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21;

thence Southerly to the W $\frac{1}{2}$ corner of said Section 21;

thence Westerly to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, T. 32 S., R. 32 E., M.D.M.;

thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20;

thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20;

thence Southerly to the SE corner of said Section 20;

thence Southerly to the SW corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, T. 32 S., R. 32 E., M.D.M.;

thence Easterly to the SE corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28;

thence Southerly to the SE corner of the SW $\frac{1}{2}$ of the SW $\frac{1}{2}$ of said Section 28;

thence Southerly to the SE corner of the W $\frac{1}{2}$ of the NW $\frac{1}{2}$ of Section 33, T. 32 S., R. 32 E., M.D.M.;

thence Easterly to the center $\frac{1}{4}$ corner of said Section 33;

thence Southerly to the NW corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 33;

thence Easterly to the NE corner of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 33;

thence Southerly to the SE corner of said Section 33;

thence Westerly to the NW corner of Section 36, T. 12 N., R. 16 W., S.B.M.;

thence Southerly to the SW corner of the N $\frac{1}{2}$ of the NW $\frac{1}{2}$ of said Section 36;

thence Easterly to the SE corner of said N $\frac{1}{2}$ of the NW $\frac{1}{2}$ of Section 36;

thence Southerly to the center $\frac{1}{4}$ corner of said Section 36;

thence Easterly to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 36;

thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36;

thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36;

thence Southerly to the SE corner of said Section 36;

thence Southerly to the W $\frac{1}{2}$ corner of Section 6, T. 11 N., R. 15 W., S.B.M.;

thence Easterly to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6;

thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6;

thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6;

thence Easterly to the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section
 5, T. 11 N., R. 15 W., S.B.M.;
 thence Northerly to the E $\frac{1}{4}$ corner of said Section 5;
 thence Westerly to the SW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of
 said Section 5;
 thence Northerly to the NW corner of said SE $\frac{1}{2}$ of the NE $\frac{1}{4}$ of
 Section 5;
 thence Westerly to the SE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
 said Section 5;
 thence Northerly to the NE corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$
 of Section 5;
 thence Westerly to the NW corner of said Section 5;
 thence Westerly to the S $\frac{1}{4}$ corner of Section 31, T. 12 N.,
 R. 15 W., S.B.M.;
 thence Northerly to the center $\frac{1}{4}$ corner of said Section 31;
 thence Westerly to the SW corner of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said
 Section 31;
 thence Northerly to the NW corner of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of
 Section 31;
 thence Westerly to the NW corner of said Section 31;
 thence Northerly to the SE corner of Section 27, T. 32 S.,
 R. 32 E., M.D.M.;
 thence Northerly to the E $\frac{1}{4}$ corner of said Section 27;
 thence Easterly to the center $\frac{1}{4}$ corner of said Section 27;
 thence Northerly to the N $\frac{1}{4}$ corner of said Section 27, said
 N $\frac{1}{4}$ corner being the point of beginning of this description.

" BRITE BASIN WATERSHED "

All those portions of T. 32 S., R. 32 E., M.D.M.; and T. 12 N., R. 16 W.; T. 12 N., R. 15 W.; T. 11 N., R. 16 W., and T. 11 N., R. 15 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the center $\frac{1}{4}$ corner of Section 27, T. 32 S., R. 32 E., M.D.M.;

thence Northerly to the $N\frac{1}{4}$ corner of said Section 27;

thence Northerly to the center $\frac{1}{4}$ corner of Section 22, T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the $W\frac{1}{4}$ corner of said Section 22;

thence Northerly to the NW corner of said Section 22;

thence Northerly to the $E\frac{1}{4}$ corner of Section 16, T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the $W\frac{1}{4}$ corner of said Section 16;

thence Southerly to the SW corner of said Section 16;

thence Southerly to the SW corner of Section 21, T. 32 S., R. 32 E., M.D.M.;

thence Southerly to the SW corner of Section 28, T. 32 S., R. 32 E., M.D.M.;

thence Southerly to the SW corner of Section 33, T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the NW corner of Section 35, T. 12 N., R. 16 W., S.B.M.;

thence Southerly to the $W\frac{1}{4}$ corner of said Section 35;

thence Easterly to the center $\frac{1}{4}$ corner of said Section 35;

thence Southerly to the $S\frac{1}{4}$ corner of said Section 35;

thence Easterly to the SE corner of said Section 35;

thence Southerly to the SW corner of Section 1, T. 11 N., R. 16 W., S.B.M.;

thence Easterly to the $S\frac{1}{4}$ corner of said Section 1;
 thence Southerly to the center $\frac{1}{4}$ corner of Section 12,
 T. 11 N., R. 16 W., S.B.M.;
 thence Easterly to the $E\frac{1}{4}$ corner of said Section 12;
 thence Southerly to the SE corner of said Section 12;
 thence Southerly to the $W\frac{1}{4}$ corner of Section 18, T. 11 N.,
 R. 15 W., S.B.M.;
 thence Easterly to the $E\frac{1}{4}$ corner of said Section 18;
 thence Easterly to the center $\frac{1}{4}$ corner of Section 17,
 T. 11 N., R. 15 W., S.B.M.;
 thence Southerly to the $S\frac{1}{4}$ corner of said Section 17;
 thence Easterly to the SE corner of said Section 17;
 thence Northerly to the NE corner of said Section 17;
 thence Northerly to the $E\frac{1}{4}$ corner of Section 8, T. 11 N.,
 R. 15 W., S.B.M.;
 thence Westerly to the center $\frac{1}{4}$ corner of said Section 8;
 thence Northerly to the $N\frac{1}{4}$ corner of said Section 8;
 thence Easterly to the NE corner of said Section 8;
 thence Northerly to the NE corner of Section 5, T. 11 N.,
 R. 15 W., S.B.M.;
 thence Westerly to the NW corner of said Section 5;
 thence Northerly to the $E\frac{1}{4}$ corner of Section 31, T. 12 N.,
 R. 15 W., S.B.M.;
 thence Westerly to the center $\frac{1}{4}$ corner of said Section 31;
 thence Northerly to the $N\frac{1}{4}$ corner of said Section 31;
 thence Northerly to the center $\frac{1}{4}$ corner of Section 35, T.
 R. 32 E., M.D.M.;
 thence Westerly to the $W\frac{1}{4}$ corner of said Section 35;
 thence Northerly to the NW corner of said Section 35;
 thence Northerly to the $E\frac{1}{4}$ corner of Section 27, T. 32 S.
 R. 32 E., M.D.M.;
 thence Westerly to the center $\frac{1}{4}$ corner of said Section 2
 center $\frac{1}{4}$ corner being the point of beginning of this des

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

2

3 STATE OF CALIFORNIA)
4 County of Los Angeles) :ss

5

6 I am a citizen of the United States and a resident of
7 the county aforesaid, I am over the age of eighteen years and
8 not a party to the within action; my business address is 7624
9 S. Painter Avenue, Whittier, California 90602. On November 19,
10 1970, I served the within Judgment (Proposed)

9

10 on the defendants and their attorneys of record
11 in said action by placing a true copy thereof enclosed in a
12 sealed envelope with postage thereon fully prepaid, in the
13 United States mail at Whittier, California addressed as follows:

- 12 CHARLES E. COOK, JR. ESQ. for COOK & Sons, Inc.
- 13 Banducci Road Alan Fields
- 14 Tehachapi, Ca 93561 Mardell Fields
- 15 Elmer F. Jury
- 16 Madeleine A. Jury
- 17 Adrienne Rosen
- 18 Leonard Rosen
- 19 Tehachapi Mountain Land
- 20 and Orchard Co.
- 21 Barbara G. Von Platen
- 22 W. G. Von Platen

- 23 Kenneth Bates, Esq. for Cyrus E. Stewart
- 24 DEADRICH, BATES & LUND Naomi Ruth Stewart
- 25 1122 Truxtun Ave.
- 26 Bakersfield, Ca 93301

- 27 Donald G. Kendall, Esq. for Bernard Sasia
- 28 1614 - 28th Street Winifred Sasia
- 29 Bakersfield, Ca 93301

- 30 Arthur Livingston, Esq. for Schultz Enterprises, a corp.
- 31 315 So. Beverly Drive Robert Schultz
- 32 Beverly Hills, Ca 90212

- 33 Richard Mednick, Esq. for Irving P. Austin
- 34 16661 Ventura Blvd. Gertrude Austin
- 35 Encino, Ca 91316

- 36 Courtlandt D. Gross In Pro Per
- 37 1230 Arrowmink Road
- 38 Villanova, Penn. 19085

39 I certify under penalty of perjury that the foregoing is
40 true and correct.
41 Executed on November 19, 1970 at Whittier, California

42 THE DOCUMENT TO WHICH THIS CERTIFICATE IS AT-
43 TACHED IS A FULL, TRUE AND CORRECT COPY OF THE
44 ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.
45 DEC 11 1970

Ann M. Pherrin

46 ATTEST
47 VERA K. GIBSON County Clerk and Clerk of the Superior
48 Court of the State of California, in and
49 for the County of Kern.

ANN M. PHERRIN

50 BY *M. E. [Signature]* DEPUTY