

THOMAS M. STETSON

Number 17

Ming Lake Temporary Service Agreement

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**MING LAKE
TEMPORARY SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this 9th day of June, 1964, by and between PIONEER CANAL, INC., a corporation duly organized and existing under and by virtue of the laws of the State of California, hereinafter called "Pioneer", and the COUNTY OF KERN, a political subdivision of the State of California, hereinafter called "County",

W I T N E S S E T H :

WHEREAS, County constructed Ming Lake for recreational purposes near the channel of the Kern River northeast of Bakersfield and on or about November 8, 1963 the County requested Pioneer to sell water for replenishment of water lost from said lake by seepage and evaporation for the period ending June 30, 1964 at the rate of Six Dollars (\$6.00) per acre-foot of water furnished by Pioneer, and both parties agreed to proceed with negotiations to cover future water purchases through the period ending January 1, 1968; and

WHEREAS, it is agreed that there is due and owing to Pioneer from County the sum of Two Thousand Three Hundred Twenty-eight Dollars (\$2,328.00) as payment in full for all water sold and furnished at County's request during the period from on or about November 8, 1963 to and through June 30, 1964; and

WHEREAS, County desires to purchase water in the future from Pioneer for the purpose of replenishing water lost from Ming Lake by seepage, evaporation and evapo-transpiration, and Pioneer is willing to sell water to County for that purpose as hereinafter provided;

NOW, THEREFORE, Pioneer and County hereby agree with each other as follows:

1. On or before July 31, 1964, County agrees to pay Pioneer the sum of \$2,328.00 as payment in full for all water sold and furnished during the period from on or about November 8, 1963 to and through June 30, 1964 at County's request.

2. Pioneer agrees to sell to County from Pioneer's Kern River supply, and County agrees to buy from Pioneer sufficient water to replen-

ish all water lost from Ming Lake by seepage, evaporation and evapo-transpiration during the period from the date hereof until June 30, 1968, deducting therefrom, however, any and all water which County acquires for such purposes during that period from other sources.

3. On or before July 31, 1965, and on or before July 31st of each year thereafter, County agrees to pay Pioneer a sum of money equal to \$6.00 per acre-foot for all water sold to the County hereunder during the period of twelve months ending on the preceding June 30th.

4. The parties agree that the losses of water by seepage, evaporation and evapo-transpiration from Ming Lake during each twelve-month period ending June 30th of each year shall be considered to be equal to 790 acre-feet per year until such time as engineering studies demonstrate otherwise.

5. Water sold to the County hereunder shall be delivered to and received by County at the pumps or intakes in the Kern River channel by means of which County transports water into Ming Lake. All costs of delivery, handling and transportation shall be paid by County. Such water shall be delivered as needed for the purpose of replenishing water lost from Ming Lake by seepage, evaporation and evapo-transpiration, but any change in rate of delivery shall not exceed one cubic foot per second without County giving Pioneer at least 24 hours advance notice.

6. Pioneer agrees that it will not object to or prevent the construction of inlet and outlet works from Kern River to Ming Lake to increase the rate of flow of river water into Ming Lake for the purpose of circulating river water through the Lake to maintain fresh water in the Lake; provided, however, that such inlet and outlet works are constructed in such a manner as to prevent any loss of water in conveying water to the Lake from the river and from the Lake back into the river channel insofar as is reasonably possible.

7. On or after January 1, 1968, this agreement shall be subject to cancellation by either party on six months written notice.

8. Notices. Any notice hereunder to either party shall be deemed to have been given if deposited in the United States Mail in a sealed envelope, postpaid, certified, and addressed as follows:

To: Pioneer Canal, Inc.
P. O. Box 380
Bakersfield, California

To: County of Kern
Kern County Civic Center
Truxtun and Chester Avenue
Bakersfield, California

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

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

PIONEER CANAL, INC.

By William T. Gales
President

By Melvin Gans
Secretary

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By R. B. Jordan
Date: June 8, 1964

COUNTY OF KERN

By Sheldon
Chairman, Board of Supervisors

