

Marc J. Appell, SBN 156665
appell@appelllaw.com
LAW OFFICE OF MARC APPELL, APC
2625 Townsgate Road, Suite 330
Westlake Village, CA 91361
(818) 710-7177

Attorneys for Respondents ANNETTE MOORE and BENNIE E. MOORE

SUPERIOR COURT OF THE STATE OF CALIFORNIA-UNLIMITED JURISDICTION
IN AND FOR THE COUNTY OF LOS ANGELES-STANLEY MOSK COURTHOUSE

Coordination Proceeding,
Special Title (Rule 1559 (b))

Plaintiffs,

**ANTELOPE VALLEY
GROUNDWATER CASES**

AND ALL RELATED ACTIONS

**Judicial Council Coordination
Proceeding No. 4408**

LASC Case No.: BC 325201

Santa Clara Court Case No. 1-05-CV-049053

**DEFENDANTS/RESPONDENTS ANNETTE
MOORE AND BENNIE E. MOORE'S
OPPOSITION TO ANTELOPE VALLEY
WATERMASTER'S MOTION
FOR MONETARY, DECLARATORY AND
INJUNCTIVE RELIEF; DECLARATION
OF BENNIE E. MOORE**

DATE: March 28, 2025
TIME: 9:00 a.m.
DEPT: Court Call

(Assigned to Hon. Jack Komar)

DEFENDANTS/RESPONDENTS ANNETTE MOORE AND BENNIE E. MOORE HEREBY
SUBMIT THE FOLLOWING OPPOSITION TO ANTELOPE VALLEY WATERMASTER'S MOTION
FOR MONETARY, DECLARATORY AND INJUNCTIVE RELIEF:

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1 **I.**

2 **PRELIMINARY STATEMENT**

3 The Watermaster's motion seeks to enjoin the Moores from lawfully using property they have
4 continuously owned and used for over 25 years. The Watermaster also improperly seeks attorneys' fees,
5 interest, and costs without proper notice or legal basis. The motion should be denied or the relief requested
6 substantially modified for the reasons set forth below.

7 **II.**

8 **THE WATERMASTER IS NOT ENTITLED TO INTEREST, ATTORNEYS FEES,**
9 **OR COSTS OF COLLECTION**

10 The body of the Watermaster's motion seeks interest, attorneys fees, and "costs of collection".
11 This request should be denied for multiple reasons.

12 First, the notice of motion does not request "interest, attorneys fees, or costs of collection". Neither
13 the notice nor the body states the total amount sought or the basis for the request. Attempting to collect
14 these damages this way is a violation of the Moores' due process rights. The request should be denied
15 outright.

16 **A. The Watermaster's Request Violates Due Process Requirements**

17 The body of the Watermaster's motion seeks interest, attorneys' fees, and "costs of collection," but
18 these requests are not included in the notice of motion. Under California law, a notice of motion must state
19 "the grounds upon which it will be made." *Cal. Code Civ. Proc.* § 1010; *Luri v. Greenwald* (2003) 107
20 Cal.App.4th 1119, 1125. Failure to include these requests in the notice of motion is a violation of the
21 Moores' due process rights. A notice of motion must adequately advise the opposing party of the relief
22 sought. *Fidelity National Title Ins. Co. v. Schroeder* (2009) 179 Cal.App.4th 834, 847.

23 **B. The Watermaster Is Not Entitled to Interest**

24 The Watermaster argues that it is entitled to interest for Replacement Water Assessment (RWA),
25 and argues that it is entitled to the same interest afforded for delinquent real property taxes. However it
26 sets forth no legal argument in support of this claim.

27 The Watermaster cites *Revenue and Taxation Code* §§2617, 2618, and 2021 in support of its
28 argument for interest. However, these statutes set the date when real property taxes are due, and a penalty

1 for paying these taxes late. They mention nothing about RWA's. The Watermaster sets forth no legal
2 argument or case for treating RWA's the same as real property taxes.

3 *Code of Civil Procedure* §685.010 provides that interest accrues at the rate of 10 percent per annum
4 on the principal amount of a money judgment remaining unsatisfied. The Watermaster has no money
5 judgment, so there is nothing to obtain interest on. Furthermore, since there is no judgment, the Moores
6 have no way to know how much interest the Watermaster seeks. The request for interest should be denied.

7 **C. The Watermaster is Not Entitled to Attorneys Fees**

8 The Watermaster seeks attorneys fees without providing any basis for requesting them. *Code of*
9 *Civil Procedure* §1033.5 (a) (10) allows for attorneys fees as an allowable cost when authorized by (A)
10 contract, (B) Statute, or (C) Law.

11 It is undisputed that the Watermaster and the Moores did not have a contract entitling the
12 Watermaster to attorneys fees, because the Watermaster and the Moores did not have a contract. The
13 Watermaster also cites no statute which allows it to recover any attorneys fees.

14 As there is no contract or statute which allows the Watermaster to collect attorneys fees, the only
15 other way is by "Law". Again, the Watermaster has cited to law which provides for it to recover attorneys
16 fees.

17 **III.**

18 **THE JUDGMENT AGAINST THE MOORES IS NOT VALID BECAUSE THEIR FEDERAL**
19 **LAND RIGHTS ARE SUPERIOR TO ANY RIGHTS OF THE WATERMASTER**

20 **A. The Moores Enjoy the Benefit of the Federal Reserved Water Rights Doctrine**

21 Federal reserved water rights, established in *Winters v. United States* (1908) 207 U.S. 564, take
22 precedence over state water rights when the federal government reserves land for a specific purpose and
23 implicitly reserves sufficient water to accomplish that purpose. These rights supersede those of future
24 appropriators and constitute an exception to state authority over nonnavigable waters. *In re Water of*
25 *Hallett Creek Stream System* (1988) 44 Cal.3d 448, 457; *United States v. New Mexico* (1978) 438 U.S.
26 696, 700.)

27 California law explicitly recognizes the supremacy of federal reserved water rights to groundwater.
28 California *Water Code* §10720.3(d) states that "in the event of a conflict between federal and state law in

1 [the] adjudication or management of groundwater, federal law shall prevail." This aligns with the principle
2 that while states generally administer water rights, federal reserved rights can supersede state law. *People*
3 *v. Shirokow* (1980) 26 Cal.3d 301, 307.

4 **B. The Moores' Chain of Title Preserves Federal Reserved Rights**

5 The property at issue—24825 West Avenue D in Lancaster—derives its title directly from a federal
6 land patent. The United States government deeded this land to the Southern Pacific Railroad, establishing
7 a chain of title that flows uninterrupted to the Moores, who have continuously owned the property and
8 lawfully utilized its groundwater resources since approximately 1998. (Declaration of Bennie E. Moore,
9 ¶4.) Property rights conveyed by federal land patents are determined by federal law, not state law. *Beard*
10 *v. Federy* (1866) 70 U.S. 478, 491-492; *United States v. Oregon* (1935) 295 U.S. 1, 27-28.

11 As subsequent assignees in an unbroken chain of title originating from a federal land patent, the
12 Moores retain all original rights, privileges, and immunities granted to the original patentee. The United
13 States Constitution expressly prohibits states from impairing these rights. As successors-in-interest to the
14 original federal grantee, the Moores retain the same rights as the original grantee under the Property
15 Clause of the U.S. Constitution. U.S. Const., art. IV, § 3, cl. 2; *Kunkes v. United States* (9th Cir. 1996) 78
16 F.3d 1549, 1551. These rights include any appurtenant water necessary to utilize the property as intended
17 in the original grant. *Arizona v. California* (1963) 373 U.S. 546, 600. The Supreme Court has affirmed
18 that municipalities, such as the Watermaster, cannot exercise control over property protected by such
19 federal rights. *Palazzolo v. Rhode Island* (2001) 533 U.S. 606.

20 **C. The Moores Have a Constitutional Protection Against Impairment**

21 The Contracts Clause of the U.S. Constitution prohibits states from passing laws "impairing the
22 Obligation of Contracts." U.S. Const., art. I, § 10, cl. 1. This protection extends to land patents issued by
23 the federal government. *Summa Corp. v. California ex rel. State Lands Comm'n* (1984) 466 U.S. 198,
24 205-206.

25 Similarly, the Fifth Amendment prohibits taking of private property without just compensation,
26 which includes water rights. *Tulare Lake Basin Water Storage District v. United States* (Fed. Cl. 2001)
27 49 Fed. Cl. 313, 318-319. The Watermaster's attempt to restrict the Moores' water use rights without
28 compensation constitutes an unconstitutional taking. *Palazzolo v. Rhode Island* (2001) 533 U.S. 606, 617.

1 The California Supreme Court has recognized that water rights established by federal patent are
2 protected by California law. *Pleasant Valley Canal Co. v. Borrer* (1998) 61 Cal.App.4th 742, 754.
3 Moreover, in *United States v. State Water Resources Control Board* (1986) 182 Cal.App.3d 82, 106, the
4 court affirmed that "federal water rights are paramount."

5 The Watermaster's attempt to enforce this judgment directly contravenes established federal law
6 regarding land patents and their associated water rights. Because the Moores' rights derive from a federal
7 land patent that predates and supersedes the Watermaster's authority, the underlying judgment is void and
8 unenforceable as a matter of law.

9 IV.

10 **ANY ATTORNEYS FEES REQUESTED SHOULD BE REDUCED OR DENIED**

11 As stated above, the motion itself gives no notice of intent to seek attorneys fees, or the amount
12 sought. Should the Court determine that attorneys' fees are appropriate, the amount requested by the
13 Watermaster should be substantially reduced as excessive and unreasonable.

14 California courts are required to carefully scrutinize fee requests to ensure they are reasonable.
15 *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1096; *Ketchum v. Moses* (2001) 24 Cal.4th 1122,
16 1131-1132.

17 The Watermaster's billing reflects clearly excessive time charges:

- 18 1. 1.5 hours (\$592.50) for a 2½-page letter
- 19 2. 5.8 hours (\$2,232.50) for a less than two-page letter
- 20 3. 24.7 hours (\$6,338.50) for a motion largely repeating previously researched arguments

21 These charges are grossly disproportionate to the work performed and fail to demonstrate the
22 reasonable necessity required under *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49, where the California
23 Supreme Court established that the touchstone of an attorneys' fee award is reasonableness.

24 Additionally, the requested "estimated fees" of \$3,325.00 for future work lack any supporting
25 documentation or justification, contrary to the requirements of California *Rules of Court*, rule 3.1702.

26 ///

27 ///

28 ///

V.

THE REQUEST FOR INJUNCTION SHOULD BE DENIED

An injunction is "a drastic and extraordinary remedy, which should not be granted as a matter of course." *Monsanto Co. v. Geertson Seed Farms* (2010) 561 U.S. 139, 165.) Under California law, a permanent injunction requires showing: (1) likelihood of irreparable harm and (2) inadequacy of legal remedies. *Intel Corp. v. Hamidi* (2003) 30 Cal.4th 1342, 1352; see also *Code of Civil Procedure* §526.

The Watermaster has not demonstrated irreparable harm or inadequacy of legal remedies. This case primarily concerns monetary damages, which the Watermaster is already seeking. California courts have consistently held that where monetary damages provide adequate relief, injunctive relief is inappropriate. *Thayer Plymouth Center, Inc. v. Chrysler Motors Corp.* (1967) 255 Cal.App.2d 300, 306-307.

VI.

THE MOORES SHOULD HAVE AN OPPORTUNITY TO CHALLENGE THE JUDGMENT BECAUSE THEY DID NOT RECEIVE NOTICE OF TRIAL OR JUDGMENT

A. Relief from Judgment Under CCP § 473.5

Code of Civil Procedure §473.5 permits setting aside a judgment when a party has not received actual notice of the proceedings. The Moores assert they never received notice of either the trial or the judgment due to documented mail theft in their remote area during 2014-2016. (Declaration of Bennie E. Moore, ¶6.)

California courts have consistently held that lack of proper notice violates fundamental due process rights. *In re Marriage of Lippel* (1990) 51 Cal.3d 1160, 1166; *Burge v. City & County of San Francisco* (1953) 41 Cal.2d 608, 612-613 [judgment void where notice inadequate.]

B. The Moores Can Obtain Equitable Relief Despite the Passage of Time

Even outside the statutory time limits of §473, California courts retain inherent equitable power to set aside judgments obtained through extrinsic fraud or mistake, including lack of notice. *Olivera v. Grace* (1942) 19 Cal.2d 570, 575-576; *County of San Diego v. Gorham* (2010) 186 Cal.App.4th 1215, 1228-1230.

The documented mail theft constitutes an extrinsic circumstance that prevented the Moores from presenting their federal land patent rights argument. This justifies equitable relief, particularly given the

1 significance of their constitutional and federal law arguments, the inequitable result of their not being able
2 to present their arguments at trial., and the unique remedies awarded to the Watermaster *Rappleyea v.*
3 *Campbell* (1994) 8 Cal.4th 975, 982.

4 **VII.**

5 **CONCLUSION**

6 Based on the foregoing, the Moores respectfully request that the Court deny the motion.
7 Alternatively, the Moores request that the Court modify the requested relief, as argued herein.

8 DATED: March 17, 2025

LAW OFFICE OF MARC APPELL
A Professional Corporation

9
10 

11 By: _____

Marc J. Appell
Attorneys for Defendants/Respondents
ANNETTE MOORE and BENNIE E. MOORE

DECLARATION OF BENNIE E. MOORE

I, Bennie E. Moore, hereby declare the following:

1. I am a respondent/defendant in the herein action. I make this declaration based on my own knowledge. If called as a witness, I would testify truthfully to the following.

2. The land at issue in this motion is 24825 West Avenue D in Lancaster. This land was deeded to the Southern Pacific Railroad by the United States of America. The Railroad deeded the land to the Bitticks, who deeded the property to the Hunters, who then deeded it to myself and my wife, Defendant/Respondent Annette Moore, in approximately 1998.

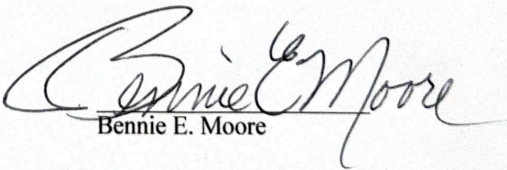
3. Attached hereto as Exhibit 1 is a true and correct certified copy of the land patent. The original address of the property was 24715 Lancaster Road, original APN3278 019 001 but due to highway construction, changed to 24715 W. Avenue C15, then finally to its current address of 24825 West Avenue D in Lancaster, current updated APN3278 019017.

4. We have owned the property continuously since we originally purchased it.

5. The State of California has never had a real property interest in this property.

6. In 2014-2016 there was a tremendous amount of mail theft from our and other properties in our area. We never received a notice of trial in the mail. We only learned about the judgment years later.

I declare under penalty of perjury according to the laws of the State of California, that the foregoing is true and correct and that this declaration was executed on March 17, 2025, at Lancaster, California.



Bennie E. Moore

EXHIBIT 1

Com
Patent
No. 27

The United States of America.

To all to whom these presents shall come, Greeting.

Whereas by the Act of Congress approved July 27 1866 "to aid in the construction of a Railroad and Telegraph Lines from the State of Missouri and Arkansas to the Pacific Coast" and to secure to the Government the use of the same for Postal Military and other purposes, authority is given to the Southern Pacific Railroad Company of California, a corporation existing under the laws of said State, to construct a Railroad and Telegraph line under certain conditions and stipulations expressed in said Act, from the City of San Francisco to a point of connection with the Atlantic and Pacific Railroad near the boundary line of said State, and provision is made for granting to the said Company every alternate section of public land, not mineral, situated between and between to the amount of twenty alternate sections per mile on each side of said Railroad, line and said Company may adopt through the territories of the United States, and ten alternate sections of land per mile on each side of said Railroad whenever it passes through any estate, and whenever on the line thereof, the United States have full title not reserved, sold, granted, or otherwise appropriated, and free from pre-emption or other claims or rights at the time the line of said road is designated by a plat thereof filed in the office of the Commissioner of the General Land Office.

And Whereas it is further provided by said Act, that whenever prior to said time any of said sections or parts of sections shall have been granted, sold, reserved, claimed by homestead settlers or pre-empted or otherwise disposed of other lands shall be selected by said Company in lieu thereof under the direction

CERTIFIED TO BE A TRUE COPY

Michael C. Hill

CERTIFYING OFFICER
PUBLIC INFORMATION SECTION
CALIFORNIA STATE OFFICE
BUREAU OF LAND MANAGEMENT

JUN 29 2021

of the Secretary of the Interior, in alternate sections, and designated by odd numbers, not more than ten miles beyond the limits of said alternate sections, and not included in the reserved number.

And Whereas it was further enacted by the 23^d section of the Act of March 3, 1876, for the purpose of connecting the Texas Pacific Railroad with the City of San Francisco, the Southern Pacific Railroad Company of California is hereby authorized (subject to the laws of California) to construct a line of railroad from a point at or near Behatchapa Pass in the State of Los Angeles to the Texas Pacific Railroad at or near the Colorado River, with the same rights, grants and privileges and subject to the same limitations, restrictions and conditions as were granted to said Southern Pacific Railroad Company of California, by the aforesaid Act of July 27, 1866.

And Whereas official statements from the Secretary of the Interior have been filed in the General Land Office, showing that the Commissioner appointed by the President under the provisions of the fourth section of the said Act of July 27, 1866, have reported to him that the entire line of said branch railroad and telegraph from the City of Hope in the State of California, by way of Los Angeles to the Colorado River at Yuma, has been constructed and fully completed and equipped in the manner prescribed by the said Act of July 27, 1866, and accepted by the President.

And Whereas the following tracts have been selected under the Acts aforesaid, by the duly authorized Land Agent of the said Southern Pacific Railroad Company, as shown by his original lists of selections filed with the local officers and on file in this office:

And Whereas the said tracts of land are contiguous to the constructed line of road, and are particularly described as follows, to-wit:

North of base line and West of San Bernardino
Meridian, California.

Township Four, Range One.

The South half of the North East quarter, the fractional North half of the North West quarter and the fractional South half of section seven, containing four hundred and eight acres and six hundredths of an acre, All of section seventeen, containing six hundred and forty acres. All of fractional section nineteen containing six hundred and thirty-nine acres and eight hundredths of an acre, All of section twenty-one containing six hundred and forty acres.

Township Four, Range Two.

The South half of the South East quarter, and the South half of the South West quarter of section one, containing six hundred and eight acres. The South West quarter of section three, containing one hundred and eight acres, All of section nine, containing six hundred and forty acres, All of section eleven, containing six hundred and forty acres, All of section thirteen, containing six hundred and forty acres, All of section fifteen, containing six hundred and forty acres, All of section seventeen, containing six hundred and forty acres. The East half, the East half of the North West quarter, the East half of the South West quarter, the lot numbered two of the North West quarter and the lot numbered two of the South West quarter of section nineteen, containing six hundred and eighty acres and ninety-two hundredths of an acre, All of section twenty-one containing six hundred and forty acres. All of section twenty-three, containing six hundred and forty acres.

Township Eight, Range Sixteen.

All of section one containing six hundred and forty acres. All of section three, containing six hundred and forty acres. All of section five, containing six hundred and forty acres. All of section eleven containing six hundred and forty acres. The North West quarter, the North half of the South West quarter, the South East quarter of the South West quarter and the South East quarter of section thirteen, containing four hundred and forty acres. All of section fifteen, containing six hundred and forty acres. The North half of section twenty-three, containing three hundred and twenty acres.

Township Three, Range Sixteen.

All of fractional section nineteen, containing six hundred and forty-three acres and twenty-two hundredths of an acre. All of section twenty-one, containing six hundred and forty acres. The West half, the South half of the South East quarter, the North West quarter of the South East quarter and the West half of the North East quarter of section twenty-five, containing five hundred and thirty acres. All of section twenty-seven, containing six hundred and forty acres. All of section twenty-nine, containing six hundred and forty acres. The North East quarter and the South West quarter of section thirty-one, containing three hundred and twenty acres and forty-eight hundredths of an acre. All of section thirty-three, containing six hundred and forty acres. All of section thirty-five, containing six hundred and forty acres.

Township Eight, Range Seventeen.

The South East quarter, and the lots numbered one, two, three and four of section nine, containing two hundred and ninety-six acres. The lot numbered one of section twenty-seven, containing eight acres and

twenty-five hundredths of an acre. The South West quarter of the North West quarter, the South East quarter of the South East quarter, the West half of the North East quarter, the South West quarter and the lots numbered one two three four five and six of section twenty-nine containing four hundred and fifty-eight acres and forty-nine hundredths of an acre. All of section thirty-one containing six hundred and forty acres and forty-eight hundredths of an acre. All of section thirty-three containing six hundred and forty acres. All of fractional section thirty-five containing three hundred and seventy-five acres and four hundredths of an acre.

Township Eleven Range Seventeen.

The North East quarter of section twenty-five containing one hundred and sixty acres. The lots numbered one two three and four of section thirty-three containing one hundred and thirty-six acres.

Township Eleven Range Eighteen.

The North half and the fractional North half of section five containing three hundred and seventy acres and forty hundredths of an acre. All of fractional section seven containing six hundred and forty-two acres and fifty-two hundredths of an acre. All of section nine containing six hundred and forty acres.

Township Eight Range Eighteen.

The North half of the South East quarter and the South East quarter of the South East quarter of section seven containing one hundred and twenty acres. All of fractional section nine containing six hundred and thirty-eight acres and sixty-one hundredths of an acre. The lot numbered one of section eleven containing nineteen acres and seventy-six hundredths of an acre.

The lots numbered one, two and three and the South West quarter of the South West quarter of section thirteen, containing ninety-eight acres and six four hundredths of an acre. All of section fifteen containing six hundred and forty acres. The North half of the North East quarter, the South West quarter of the North West quarter, the South East quarter of the South East quarter, the West half of the South East quarter and the South West quarter of section seventeen, containing four hundred acres. All of fractional section nineteen, containing six hundred and forty one acres and forty-eight hundredths of an acre. All of section twenty one containing six hundred and forty acres. All of section twenty three, containing six hundred and forty acres. All of section twenty four, containing six hundred and forty acres. All of section twenty seven, containing six hundred and forty acres. All of fractional section thirty three, containing six hundred and thirty-eight acres and ninety-two hundredths of an acre.

South of base line and East of San Bernardino Meridian, California.

Township Twelve, Range Ten.

All of section thirty three containing six hundred and forty acres. The South half of section thirty five, containing three hundred and twenty acres.

Township Thirteen, Range Ten.

All of fractional section one, containing six hundred and forty acres and ninety-two hundredths of an acre. All of fractional section three, containing six hundred and forty-two acres and twenty-four hundredths of an acre. All of section eleven, containing six hundred and forty acres.

Township Thirteen, Range Eleven.

The South West quarter of section five,

containing one hundred and sixty acres. All of fractional sections were, containing six hundred and thirty-nine acres and forty-two hundredths of an acre. The North West quarter of section nine, containing one hundred and sixty acres.

North of base line and East of San Bernardino Meridian, California.

Township One, Range Nine.

The North West quarter and the East half of section thirty-three, containing four hundred and eighty acres.

The said tracts of land as described in the foregoing make the aggregate area of (30,899.405) thirty thousand eight hundred and ninety-nine acres and forty-five hundredths of an acre.

Now Know Ye that the United States of America, in consideration of the premises and pursuant to the said Acts of Congress, Have Given and Granted and by these presents Do Give and Grant unto the said Southern Pacific Railroad Company of California, and to its successors and assigns, the tracts of land selected as aforesaid and described in the foregoing, yet excluding and excepting all Mineral Lands should any such be found in the tracts aforesaid, but this exclusion and exception according to the terms of the Statute shall not be construed to include coal and iron lands.

To Have and to Hold the same together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging unto the said Southern Pacific Railroad Company of California, and to its successors and assigns forever.

In testimony whereof, I Grover Cleveland, President of the United States of America,

have caused these letters to be made
patent and the seal of the General Land
Office to be hereunto affixed.

L. S.

Given under my hand at the
City of Washington this the
Twenty-eighth day of November,
in the year of our Lord one
thousand eight hundred and
ninety-four and of the inde-
pendence of the United States
the one hundred and nineteenth.

By the President: Grover Cleveland.

M. McLean, Secretary.

L. J. G. Lamar

Recorder of the General Land Office.

Comprising of record Nov. 30, 1894. Dec. 16, 1894.
Patent transmitted to D. A. Chambers Att. for copying Nov. 30, 1894.
Receipt acknowledged Dec. 1, 1894. 11,234,111. 11029

LAND-PATent Need- Certified Copy
Fill Copy
June 29, 2021
OFFICER
MICHAEL E. Hill
BUREAU OF LAND MAN.

PAGE 1

The United States of America

To all to whom these presents shall come. Greeting.

Whereas, by the act of congress approved July 27, 1864 to aid in the construction of a railroad and telegraph line from the state of Missouri and Arkansas to the pacific coast, and to secure to the Government the use of the same for postal military and other purposes air thout is given to the Southern Pacific Railroad Company of California a corporation existing under the laws of said State to construct a Railroad and Telegraph line under certain conditions and stipulations expressed in said act from the City of San Francisco to a point of connection or with the Atlantic and Pacific Railroad near the boundary line of said state and provision is made for granting to the said Company, every for granting to the alternate section of public land not mineral designated by odd numbers to the amount of twenty alternate sections per mile on each side of said railroad lines as said Company may adopt through the territories of the United States and ten alternate sections of land per mile or each side of said railroad wherever it passes through any State and wherever or the line there of the United States have full title not reserved sole granted or otherwise appropriate and free from pre-condition or other claims or rights at the time the line of said road is designated by a flat thereof filed in the office of the Commissioner of the General Land Office—And Whereas it is further provided by said Act that wherever prior to said time any of said sections or parts of sections shall have been granted, sold, reserved occupied by homestead settlers or pre-empted or otherwise disposed of other lands shall be selected by said Company in lieu there of under the direction of

PAGE 2

the Secretary of the Interior in alternate sections, and designated by odd numbers, not more than ten miles beyond the limits of said alternate sections, and not included in the reserved numbers” —And Whereas it is further enacted by the 23rd section of the Act of march 3, 1871 for the purpose of connecting the Texas Pacific railroad with the City of San Fransisco the Southern Pacific Railroad Company of California is hereby authorized (subject to the laws of California) to construct a line of railroad from a point at or near Tehachapi Pass by way of Los Angeles to the Texas Pacific railroad at or near the Colorado river with the same rights, grants and privileges and subject to the same limitations restrictions and conditions as were granted to said Southern Pacific Railroad Company of California by the aforesaid Act of July 27, 1866:—And Whereas official statements from the Secretary of the Interior have been filed in the General Land Office showing that the Commissioners appointed by the President under provisions of the fourth section the said Act of July 27, 1866, have reported to him that the entire line of said branch railroad and telegraph from the town of Mojave in the State of California by way of Los Angeles to the Colorado River at Yuma, has been constructed and fully completed and equipped in the

manners prescribed by the said Act of July 27, 1866 and accepted by the President And Whereas the following tracts have been selected under the Acts aforesaid by the duly authorized land Agent of the said Southern Pacific Railroad Company, as shown by his original lists of sections approved by the local officers and on file in this office.———And Whereas the said tracts of land lie coterminous to the constructed line of road, and are particularly described as follows, to Wit-

PAGE 3

North of base lined West of San Bernardino

———Meridian California———

Township Four, Range One

The South half of the North East quarter, the fractional South half of the North West quarter and the fractional South half of section seven, containing four hundred and eighty acres and six hundredths of an acre. All of section seventeen containing six hundred and forty acres. All of fractional section nineteen, containing six hundred and twenty-nine acres and sixty hundredths of an acre. All of section twenty-one containing six hundred and forty acres.———

Township Four Range Two

The South half of the South East quarter and the South half of the South West quarter of section one containing one hundred and sixty acres. The South West quarter of section three containing one hundred and sixty acres. All of section nine, containing six hundred and forty acres. All of section eleven containing six hundred and forty acres. All of section thirteen, containing six hundred and forty acres. All of section fifteen containing six hundred and forty acres. All of section seventeen containing six hundred and forty acres. The East half, the East half of the North West quarter, the East half of the South West quarter, the lot numbered two of the North West quarter and the lot numbered two of the South West quarter of section nineteen containing six hundred and eighteen acres and ninety-two hundredths of an acre. All of section twenty-one containing six hundred and forty acres. All of section twenty-three containing six hundred and forty acres———

PAGE 4

Township Eight, Range Sixteen

All of section one containing six hundred and forty acres. All of section three containing six hundred and forty acres. All of section five containing six hundred and forty acres. All of section eleven containing six hundred and forty acres. The North West quarter, the North half of the South West quarter, the South East quarter of the South West quarter and the South East quarter of section thirteen containing four hundred and forty acres. All of section fifteen containing six hundred and forty acres. The North half of section twenty- three containing three hundred and twenty acres———

Township Nine Range Sixteen

All of fractional section nineteen containing six hundred and forty-three acres and twenty-two hundredths of an acre. All of section twenty-one containing six hundred and forty acres. The West half, the South half of the South East quarter, the North West quarter of the South East quarter and the West half of the North East quarter of section twenty-five, containing five hundred and twenty acres. All of section twenty-seven, containing six hundred and forty acres. All of section twenty-nine containing six hundred and forty acres. The North East quarter and the South West quarter of section thirty-one containing three hundred and twenty acres and forty-eight hundredths of an acre. All of section thirty-three containing six hundred and forty acres. All of section thirty-five containing six hundred and forty acres.-----

Township Eight, Range Seventeen

The South East quarter and the lots number one, two, three and four of section nine containing two hundred and ninety-six acres. The lot numbered one of section twenty seven containing eight acres and

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Twenty five hundredths of an acre. The South West quarter of the North West quarter the South East quarter of the South East quarter the West half of the South East quarter, the South West quarter and the lot number one two three four, five and six of section twenty-nine containing four hundred and fifty-eight acres and forty nine hundredths of an acre. All of section thirty-one containing six hundred and forty acres and forty-eight hundredths of an acre. All of section thirty-three containing six hundred and forty acres. All of fractional section thirty-five containing three hundred and seventy-five acres and hundredths of an acre-----

Township Nine, Range Seventeen

The North East quarter of section twenty-five containing one hundred and sixty acres. The lots numbered one two three and four of section thirty-three containing one hundred and thirty-six acres-----

Township Seven, Range Eighteen

The South half and the fractional North half section five containing three hundred and seventy acres and forty hundredths of an acres. All of functional section seven, containing six hundred and forty-two acres and fifty-two hundredths of an acre. All of section nine containing six hundred and forty acres

Township Eight, Range Eighteen

The North half of the South East quarter and the South East quarter of the South East quarter of section seven, containing one hundred and twenty acre. All of fractional section nine, containing six hundred and thirty-eight acres and sixty-one hundredths of an acre. The lot numbered one of section eleven, containing nineteen acres and seventy-six hundredths of an acre

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The lots numbered one two and three and the South West quarter of the South West quarter of section thirteen containing ninety eight acres and sixty four hundredths of an acre. All of section fifteen containing six hundred and forty acres. The North half of the North East quarter the South West quarter of the North West quarter the South East quarter of the South East quarter , the West half of the South East quarter and the South West quarter of section seventeen containing four hundred acres. All of fractional section nineteen containing six hundred and forty one acres and forty-eight hundredth of an acre. All of section twenty-one containing six hundred and forty acre. All section twenty-three containing six hundred and forty acres. All section twenty-five containing six hundred and forty acres. All of section twenty seven containing six hundred and forty acres. All of functional section thirty-three containing six hundred and thirty-eight acres and ninety-two hundredth of an acre

South of base line and East of San Bernardino

Meridian ,California

Township Twelve , Range Ten

All of section thirty-three containing six hundred and forty acres. The South half of section thirty five containing three hundred and twenty acres

Township thirteen, Range Ten

All of functional section one contains six hundred and forty acres and ninety-two hundredths of an acre. All of fractional section three containing six hundred and forty two acres and twenty-four hundredths of an acre. All of section eleven, containing six hundred and forty acres

Township Thirteen, Range Eleven

The South West quarter of section five

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Containing one hundred and sixty acres. All of functional section seven, contains six hundred and thirty-nine acres and forty two hundredths of an acre. The North West quarter of section nine containing one hundred and sixty acres.

North of base line and East of San Bernardino

Meridian ,California

Township One, Range Nine

Recd Pre 1914

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Witness the hand and seal of the undersigned, Notary Public for the State of California, County of Los Angeles, on this 24th day of September, A.D. 1924, before me, John Doser, Notary Public in and for the said County and State, residing therein, duly sworn, personally appeared I. Gera known to me to be the person whose name is set forth in the within instrument and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal) John Doser, Notary Public

in and for said County and State of California.

#1304 Copy of original, recorded at request of Grantee Sep 11, 1924 at 37 min past 12 M. Copyist #53, Compared. C. L. Logan, County Recorder, by M. E. Loughlin Deputy

U.S. I.R. Stamps \$3.00 Canceled
Approved as to Form by Chief Counsel December 15, 1922 Issued For Contract No 1765-R Dated February 15, 1914. Deed No 2151-R

THIS DEED Made on April 30, 1924 by Southern Pacific Land Company a corporation duly incorporated and existing under the laws of the State of California, first party unto Eddie H. Bittick and Bertha H. Bittick second parties.

Witnesseth; That first party, for and in consideration of Two Thousand Five Hundred Twenty and 00/100 (2520.00) Dollars, receipt whereof is acknowledged, hereby grants and conveys unto second parties, their heirs, and assigns, the following described land situated in the County of Los Angeles, State of California, to-wit:

Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15) Township Eight (8) North Range sixteen (16) West San Bernardino Base and Meridian containing One Hundred Sixty and 00/100 (160.00) Acres, according to the United States Public Surveys; together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining; subject however to any rights, liens or encumbrances created or permitted by any other than the said first party since February 15, 1914.

Excepting from the foregoing conveyance a right of way of lawful width for any and all County Roads heretofore lawfully established and now in public use upon and across the said land.

Provided, however, that first party is not, and shall never be held, liable for any assessment or taxation of the land hereby conveyed, which have been or shall be levied or imposed for the fiscal year beginning July 1, 1914 or for any subsequent year; nor for any failure to pay the same.

In Witness Whereof, the said Southern Pacific Land Company has caused its name and corporate seal to be hereunto subscribed and attested by its Vice President and Secretary on the date herein first written.

(Corporate Seal)

Southern Pacific Land Company
By Wm. F. Herrin, Its Vice President.
By G. L. King, Its Secretary

Countersigned: ... MacAllister, Commissioner.

Countersigned C. P. Lincoln For Auditor.

State of California, City and County of San Francisco) ss. On this 28th day of May,

in the year 1924, before me Frank Harvey a Notary Public in and for the said City and County, personally appeared Wm. F. Herrin known to me to be the Vice President and G. L. King, known to me to be the Secretary of the Southern Pacific Land Company, the corporation described in and that executed the within instrument and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in said City and County, the day and year in this certificate first above written.

(Notarial Seal) Frank Harvey, Notary Public
in and for the City and County of San Francisco, State of California. My Com. ex. June 20, 1927

16000000

Approved as to form by Chief Counsel December 15, 1922. Issued for Contract to 1788-R Dated February 16, 1914. Deed No. 2151-R.

This deed made on April 30, 1924 by Southern Pacific Land Company a corporation duly incorporated and existing under the laws of the State of California, first party unto Eddie H. Bittick and Bertha H. Bittick second parties.

Witnesseth; That the first party, for and in consideration of Two Thousand Five Hundred Twenty and 00/100 (2,520.00) Dollars, receipt where of is acknowledged, hereby grants and conveys unto second parties, their heirs, and assigns, the following described land situated in the County of Los Angeles, State of California, To-wit

Southwest Quarter (SW ¼) of section fifteen (15) Township Eight (8) North Range Sixteen (16) West San Bernardino Base and Meridian containing One Hundred Sixty and 00/100 (160.00) acres, according to the United States Public Surveys; together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining; subject however to any rights, liens or encumbrances created or permitted by any other than the said first party since February 16, 1914.

Excepting from the foregoing conveyance of a right of way of lawful width for any and all County roads heretofore lawfully established and now in public use upon and across the said land.

Provided, however that first party is not, and shall never be held liable for any assessment or taxation of the land hereby conveyed, which have been or shall be levied or imposed for the fiscal year beginning July 1, 1914 or for any subsequent year; nor for any failure to pay the same.

In witness whereof the said Southern Pacific Land Company has caused its name and corporate seal to be hereunto subscribed and affixed by its Vice President and Secretary on the date herein first written.

(Corporate Seal)

Southern Pacific Land Company
By WM. F. Herrin, Its Vice President
By G. L. King, Its Secretary

Countersigned MacAllister Land Commissioner.

Countersigned C. P. Lincoln for Auditor.

State of California, City and county of San Francisco)ss. On this 28th day of May, in the year 1914, before me Frank Harvey a Notary Public in and for the said City and County, personally appeared WM. F. Herrin known to me to be the Vice President and G.L. King, known to me to be the Secretary of the Southern Pacific Land Company, the corporation described in and that executed the within instrument and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledge to me that such corporation executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal, at my office in said City and County, the day and year in this certificate first above written.

(Notarial Seal)

Frank Harvey, Notary Public

In and for the City and County of San Francisco, State of California. My com. ex June 20, 1927.

In witness where of I have here unto set my hand and affixed my official seal, at my office in said city and county, the day and year in this certificate first above written (notarial seal) Frank Harvey City and County of San Francisco State of California. My com ex June 20, 1927

***Antelope Valley Groundwater Cases
Judicial Council Coordination Proceeding No. 4408
LASC Case No. BC325201
Santa Clara Court Case No. 1-05-CV-049053***