

# Exhibit A

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Courts Executive Officer and Clerk

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Defendant and Cross-Complainant

BY \_\_\_\_\_, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

UNITED WATER CONSERVATION  
DISTRICT,

Petitioner and Plaintiff,

vs.

CITY OF SAN BUENAVENTURA and  
DOES 1 through 1,000, Inclusive,

Respondent and Defendant.

LIMONEIRA COMPANY, ALTA MUTUAL  
WATER CO., et al.,

Intervenors

CITY OF SAN BUENAVENTURA,

Cross-Complainant,

vs.

LIMONEIRA COMPANY, ALTA MUTUAL  
WATER CO., et al.,

Cross-Defendants.

CASE NO. 115611

(Complaint filed  
April 9, 1991)

JUDGMENT

RECITALS

(a) Complaint. On or about April 9, 1991, the United Water Conservation District (sometimes "District") filed its Petition for Writ of Mandate and Complaint against the City of San Buenaventura (sometimes "City"). The pleadings alleged a violation of the California Environmental Quality Act with respect to the proposed construction by the City of a new well or wells in the Santa Paula Basin (sometimes "Basin"), the expansion of an existing water conditioning facility, and increased extractions from the City's Saticoy wells. The Complaint further alleged that the Santa Paula Basin was in a condition of overdraft or threatened overdraft, and that the City's proposed production of water therefrom, together with the pumping of others from the Basin, would exceed the safe yield thereof. In its First Amended Petition for Writ of Mandate and Complaint, the District alleged on information and belief that there was no surplus or temporary surplus available in the Basin for appropriation by the City.

(b) Complaint in Intervention. By stipulation and order filed June 18, 1991, pumpers from the Santa Paula Basin were allowed to intervene. By stipulation and order filed February 20, 1996, plaintiffs in intervention were allowed to file a first amended complaint in intervention naming the following Santa Paula Basin pumpers as plaintiff intervenors: Limoneira Company, Alta Mutual Water Company, Inc., Aliso Vista Ranch, Associated Concrete Products, Inc., Farmers Irrigation Company, Inc., Hampton Canyon Ranch, Leavens Ranches, John McConica II, John McGrath & Sons,

1 Nichols Associates, Petty & Petty, Robert L. Pinkerton & Sons,  
2 Rancho Attilio, Rancho Filoso, J. M. Sharp Company, Southern  
3 Pacific Milling, Thermal Belt Mutual Water Company, Inc., Walking  
4 Beam Ranches, We 5 Properties, Randall Axell as Trustee of the  
5 Dorothy E. Axell Trust, Basso Properties, Billiwhack Ranch, Frank  
6 R. Brucker as Trustee of the Frank R. Brucker Trust, Casa De Oro  
7 Ranch, Nola Clow as Trustee of the Monte Clow Estate, Gladys Daily  
8 Coffman, Paul R. and Irene Cummings & Sons, Flying-D Ranch,  
9 Evergreen Ranch AKA San Miguel Products, J. J. & H. H. Finch,  
10 Galbreaith Brothers, Inc., Gooding Ranch (John F. Gooding), Eva  
11 Gregory as Trustee of the Gregory Family Trust, Elizabeth Broome  
12 Grether, Ann B. Priske, John S. Broome Jr. as Trustee of the  
13 John S. Broome Jr. Trust, Hadley-Williams Partnership, Regents of  
14 the University of California, Headley Property Corporation, La Mesa  
15 Partnership #1, Fred Malzacher, John R. McConica et al., John R.  
16 McConica II et al., Alice C. Newsom as Trustee of the Newsom Family  
17 Trust, Nutwood Farms, Roger Orr as Trustee of the Orr Family Trust,  
18 Panamerican Seed, Pear Blossom Town & Country Market, Inc., Wesley  
19 Pinkerton Estate, W. B. Pinkerton Limited Partnership, W. J.  
20 Pinkerton Estate Ranch #1 & #2, R. F. Robertson as Trustee of the  
21 Robertson Family Trust, Santa Paula Basin Pumpers Association, City  
22 of Santa Paula, Saticoy Foods Corp., Frank Silva, John Shores  
23 Family Partnership, Shoji Brothers, Tri-Leaf Nursery (Bruce  
24 Arikawa), Tucker Ranch, William Wallace, James W. Williams III.  
25 Intervenorrs sought an adjudication of water rights in the Santa  
26 Paula Basin.

27

28

1 (c) Answers and Cross-Complaint. On or about September 27,  
2 1991, the City of San Buenaventura answered the first amended  
3 pleadings of the District and the Complaint in Intervention, and  
4 filed a cross-complaint against Intervenor, alleging that the  
5 Santa Paula Basin was not then in a condition of overdraft, that  
6 surplus or temporary surplus water was available for appropriation,  
7 and seeking a declaration of water rights. Subsequently, answers  
8 were filed to the City's Cross-Complaint.

9  
10 (d) Parties. The plaintiff United Water Conservation  
11 District is a public agency duly organized and operating under the  
12 provisions of Division 21 of the Water Code of the State of  
13 California, Sections 74000 through 76501. The defendant City of  
14 San Buenaventura is a charter city of the State of California,  
15 situated in the County of Ventura, California. Intervenor all  
16 pump water from the Santa Paula Basin and include individuals,  
17 trusts, partnerships, corporations, mutual water companies, and the  
18 City of Santa Paula, a general law city. Intervenor are all  
19 members of the Santa Paula Basin Pumpers Association (sometimes  
20 "Association" or "SPBPA"), and hereinafter are referred to under  
21 those names. The Association shall be included within the meaning  
22 of a "party" as used in this Judgment, and all motions on behalf of  
23 the Intervenor shall be made by and through the Association,  
24 unless an Intervenor makes a request to the Association to bring  
25 such a motion and the Association refuses, and provided that this  
26 provision shall not be used to involve the City or United in the  
27 internal affairs of the Association and its members.

28

1       (e) Settlement Negotiations. All of the parties have an  
2 interest in the Santa Paula Basin, and in the proper management and  
3 protection of both the quantity and quality of this important  
4 groundwater supply. The Basin is a significant water resource in  
5 the County of Ventura. Members of the Santa Paula Basin Pumpers  
6 Association and the City of San Buenaventura exercise rights to  
7 pump water from the Basin for reasonable and beneficial uses. The  
8 United Water Conservation District does not produce water from the  
9 Basin, but the Basin is located within its boundaries and the  
10 District is authorized to engage in groundwater management  
11 activities and to commence actions to protect the water supplies  
12 which are of common benefit to the lands within the District or its  
13 inhabitants. Recognizing the need to work together in order to  
14 achieve proper basin management and the protection of all uses  
15 against overdraft, the parties have joined in extensive technical  
16 studies and settlement negotiations. Much engineering, hydrologic  
17 and geologic data not previously known have been collected and  
18 analyzed by the United Water Conservation District, and verified by  
19 the parties. Included therein are estimates of recent pumping from  
20 the Basin. The results of these efforts provide the foundation for  
21 this Judgment, although all parties recognize that more data and  
22 knowledge based upon continued experience and studies are needed.  
23 Such data are included in the Engineering Appendix, and made a  
24 part hereof.

25  
26       (f) Assumed Initial Yield. For a period of seven years  
27 commencing January 1, 1996, and until modified by the full  
28 agreement of the Technical Advisory Committee or by Court order,

1 the parties have agreed that the assumed initial yield of the Basin  
2 shall be considered to be 33,500 acre-feet annually, which  
3 corresponds to the maximum amount of recent pumping. This amount,  
4 however, does not necessarily represent the safe yield of the Basin  
5 on a long term basis. United believes that the additional  
6 monitoring and studies called for in Paragraph 4 will show that the  
7 safe yield of the Basin is less than this amount. The Association  
8 and the City do not necessarily agree with United in this regard.  
9 This Judgment represents the beginning of a program of basin  
10 management, including the regulation of pumping, which is aimed at  
11 meeting the reasonable water supply needs of the parties, including  
12 protection for historic users, without harm to the Basin. The  
13 Judgment is not a determination of water rights, but represents a  
14 complete physical solution under Article X, Section 2 of the  
15 California Constitution. All pre-existing water rights to  
16 groundwater within the Basin held or claimed by any party are  
17 hereby settled and defined in terms of the pumping allocations and  
18 obligations provided under this Judgment. The respective  
19 allocations for each party are expressly set forth in Paragraph 3,  
20 subject to modification as provided herein. Any rights to surface  
21 water held by the parties are not affected by this Judgment,  
22 including but not limited to those rights held by the City of Santa  
23 Paula which were the subject of Santa Paula Water Works, et al. v.  
24 Julia Peralta (1896) 113 Cal. 38.





1 operate the Basin and monitor groundwater extractions in  
2 conformance with the provisions of the Judgment so as to avoid  
3 overdraft and minimize potential adverse impacts. Within the  
4 meaning of this Judgment, the term Basin does not include surface  
5 water as it may exist from time to time in Santa Paula Creek or in  
6 the Santa Clara River.

7  
8 2. Wells Pumping from Basin. The wells described on Exhibit  
9 "B," attached hereto and made a part hereof, are determined for  
10 purposes of this Judgment to be producing water from the Santa  
11 Paula Basin.

12  
13 3. Pumping Allocations. For a period of seven years  
14 commencing January 1, 1996, the following pumping allocations shall  
15 apply:

16  
17 (a) Members of the Santa Paula Basin Pumpers Association  
18 shall have a cumulative allocation to pump on average 27,500 acre-  
19 feet annually. Any person producing groundwater from the Basin and  
20 not a party to the Judgment is referred to herein as a nonparty.  
21 The 27,500 acre-feet annual allocation shall be held in trust by  
22 the Association for the benefit of the members of the Association  
23 and any nonparties, and it shall be distributed among the members  
24 of the Association and nonparties as follows:

SANTA PAULA GROUNDWATER BASIN

PARTY ALLOCATIONS

	<u>Party Name</u>	<u>Individual Party Allocations</u>
5	Aliso Vista Ranch	1.8
6	Alta Mutual Water Company, Inc.	758.1
7	Associated Concrete Products, Inc.	5.8
8	Randall Axell as Trustee of the Dorothy E. Axell Trust	362.3
9	Basso Properties	43.4
10	Billiwhack Ranch	161.4
11	Frank R. Brucker as Trustee of the Frank R. Brucker Trust	121.8
12	Casa De Oro Ranch	99.3
13	Nola Clow as Trustee of the Monte Clow Estate	33.6
14	Gladys Daily Coffman	97.0
15	Paul R. and Irene Cummings & Sons	50.7
16	Flying-D Ranch	321.2
17	Evergreen Ranch AKA San Miguel Products	282.3
18	Farmers Irrigation Company, Inc.	9,406.4
19	J.J. & H.H. Finch	201.4
20	Galbreaith Brothers Inc.	78.4
21	Gooding Ranch (John F. Gooding)	101.8
22	Eva Gregory as Trustee of the Gregory Family Trust	50.7
23	Elizabeth Broome Grether, Ann B. Priske, John S. Broome Jr. as Trustee of the John S. Broome Jr. Trust	97.6
24	Hadley-Williams Partnership	129.2
25	Hampton Canyon Ranch	21.9

	<u>Party Name</u>	<u>Individual Party Allocations</u>
1		
2		
3	Regents of the University of California	23.1
4	Headley Property Corporation	763.5
5	La Mesa Partnership #1	469.5
6	Leavens Ranches	297.0
7	Limoneira Company	3,173.2 7
8	Fred Malzacher	3.2
9	John McConica II	24.7
10	John R. McConica et al.	5.8
11	John R. McConica II et al.	70.8
12	John McGrath & Sons	101.9
13	Alice C. Newsom as Trustee of the Newsom Family Trust	138.1
14	Nichols Associates	46.7
15	Nutwood Farms	126.4
16		
17	Roger Orr as Trustee of the Orr Family Trust	193.9
18	Panamerican Seed	410.3
19	Pear Blossom Town & Country Market, Inc.	33.1
20	Petty & Petty	116.0
21	Robert L. Pinkerton & Sons	62.1
22	Wesley Pinkerton Estate	61.9
23	W. B. Pinkerton Limited Partnership	39.1
24	W. J. Pinkerton Estate Ranch #1 & #2	291.2
25	Rancho Attilio	335.8
26	Rancho Filoso	119.6
27		
28	R. F. Robertson as Trustee of the Robertson Family Trust	39.1

	<u>Party Name</u>	<u>Individual Party Allocations</u>
1		
2		
3	City of Santa Paula	6,085.5
4	Saticoy Foods Corp.	134.0
5	Frank Silva	108.6
6	J. M. Sharp Company	167.3
7	John Shores Family Partnership	126.7
8	Shozi Brothers	66.2
9	Southern Pacific Milling	107.5
10	Thermal Belt Mutual Water Company, Inc.	497.3
11	Tri-Leaf Nursery (Bruce Arikawa)	8.8
12	Tucker Ranch	68.0
13	Walking Beam Ranches	13.0
14	William Wallace	2.9
15	We 5 Properties	9.8
16	James W. Williams III	27.6
17	Santa Paula Basin Pumpers Association as Trustee for the following Nonparties:	704.8
18	ABC Rhubarb Farms	31.1
19	Andrew Alsono	1.1
20	Patricia Conklin	2.7
21	Thomas Courtmarche	1.0
22	G. Dominguez	0.9
23	William Garman	2.0
24	Juanamaria Land Company	220.0
25	Albert Kimura	37.5
26	Tama Kimura	55.9
27	Madeline Lassich	1.1
28	Richard Ray	0.1

	<u>Party Name</u>	<u>Individual Party Allocations</u>
1		
2		
3	Thomas H. Vint	4.9
4	Southern California Edison Co.	12.5
5	Ventura County, Jail Property	172.2
6		
7	Ventura County, Parks Department	131.0
8		
9	Ventura Unified School District	30.8
10		
11		
12		
13		
14		
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28		
	TOTALS:	27,500.0

12 The Association shall use its continuing best efforts to  
 13 obtain the voluntary joinder of any nonparty to the Judgment. Any  
 14 party may initiate legal proceedings to compel the joinder of any  
 15 nonparty. The Technical Advisory Committee shall monitor and  
 16 annually report the individual and cumulative groundwater  
 17 production by all nonparties. Both the groundwater production of  
 18 the Association and the groundwater production of the nonparties  
 19 shall be attributed to the cumulative annual allocation available  
 20 for the Association as set forth in Paragraph 3(c). In the event  
 21 the combined pumping of the Association and the nonparties exceed  
 22 the Association's allocation as provided in Paragraph 3(c), the  
 23 Association shall be responsible for the over-production, and shall  
 24 reduce its future groundwater production by an amount sufficient to  
 25 offset the quantity of over-production by the nonparties. Under no  
 26 circumstances shall the combined production by members of the  
 27 Association and the nonparties exceed the Association's allocation

1 provided in Paragraph 3(c), subject to the provisions of Paragraph  
2 5(b) and 5(d).

3  
4 Water produced pursuant to this allocation shall be applied to  
5 reasonable and beneficial uses within the Basin, except for lands  
6 located outside of the Basin which are presently supplied with  
7 Basin water. Such lands are described in Exhibit "C," attached  
8 hereto and made a part hereof. No additional exports shall be  
9 allowed. Groundwater supplied to the customers of the City of  
10 Santa Paula is not an "export" within the meaning of the Judgment.  
11 To the extent that the City pumps water at the request of Alta  
12 Mutual Water Company for delivery to the Company's customers, such  
13 amounts of water shall be charged against the allocation  
14 attributable to Alta Mutual Water Company and not against the  
15 City's allocation. The City shall report annually to the  
16 Association the amount of all water delivered on behalf of the Alta  
17 Mutual Water Company.

18  
19 (b) The City of San Buenaventura shall have an alloca-  
20 tion to pump on average 3,000 acre-feet annually for distribution  
21 in its municipal water supply system, and for reasonable and  
22 beneficial uses by its customers. The City's present production is  
23 from a well known as Saticoy 2, and in the future its allocation  
24 may be pumped in whole or in part from an additional well proposed  
25 to be drilled, known as Saticoy 3, the proposed site of which is  
26 in the west end of the Basin approximately 1000 yards from Saticoy  
27 2..

28

1           (c) The cumulative pumping allocation in Paragraph 3(a)  
2 and the City's allocation in Paragraph 3(b) shall be based on  
3 calendar years and shall be averaged over seven years commencing  
4 January 1, 1996. The parties are not limited to their respective  
5 allocations in any single year, but may produce seven times their  
6 average annual allocations over the seven-year period. Thereafter,  
7 and until modified by full agreement of the Technical Advisory  
8 Committee or Court order, the applicable seven year period shall be  
9 the immediately preceding seven calendar years. In the event  
10 reductions in allocations are required pursuant to Paragraph 6, the  
11 reductions shall be implemented prospectively so that any portion  
12 of a party's unused allocation accrued during the immediately  
13 preceding seven year period is not lost or forfeited. Pumping  
14 within these allocations may occur from present wells, from  
15 replacement wells, or from new wells.

16  
17           ✓ (d) Upon review of the Technical Advisory Committee, the  
18 Association and the City may agree in writing to permit extractions  
19 from the Basin in addition to these pumping allocations, either in  
20 view of hydrologic conditions in the Basin, or to meet specific  
21 individual needs, or as part of a program to determine whether  
22 surplus water exists, and if so, to what extent.

23  
24           (e) During the first seven year period commencing  
25 January 1, 1996, the difference between the total pumping  
26 allocations of the City and the Association, and the assumed yield  
27 for that period, namely, 3000 acre-feet annually, shall be  
28

1 available to meet the needs of the City under a Class II emergency,  
2 pursuant to the requirements of Paragraph 7 hereof.  
3

4       4. Basin Monitoring and Studies. A Technical Advisory  
5 Committee shall be formed with equal representation from the United  
6 Water Conservation District, the City of San Buenaventura, and the  
7 Santa Paula Basin Pumpers Association. Appointments to the  
8 Committee shall be in the discretion of the respective parties, but  
9 at least one representative of each party shall have technical  
10 qualifications appropriate to the tasks of the Committee. To the  
11 extent possible, the Technical Advisory Committee shall work by  
12 consensus. Disputes may be resolved on motion to the Court brought  
13 by any of the parties, or through independent arbitration, provided  
14 that an effort is first made to resolve the matter in accordance  
15 with the provisions of Paragraph 17(d). The Committee initially  
16 shall establish a program to monitor conditions in the Basin,  
17 including but not necessarily limited to verification of future  
18 pumping amounts, measurements of groundwater levels, estimates of  
19 inflow to and outflow from the Basin, increases and decreases in  
20 groundwater storage, and analyses of groundwater quality. In  
21 addition, the Committee shall undertake or cause to be made studies  
22 which may: assist in determining the amount of water which can be  
23 taken from the Basin without causing overdraft; assist in determin-  
24 ing whether surplus or temporary surplus water exists, and if so,  
25 to what extent; identify additional replenishment sources for the  
26 Basin; develop programs for the conjunctive use and operation of  
27 the Basin; and provide such other information as may be useful in  
28 developing a management plan for operation of the Basin. The



1 Committee shall also consider and attempt to agree upon the safe  
2 yield of the Basin. The United Water Conservation District shall  
3 have the primary responsibility for collecting, collating and  
4 verifying the data required under the monitoring program, and shall  
5 present the results thereof in annual reports to the Technical  
6 Advisory Committee.

7  
8 5. Future Pumping. At the end of the initial seven year  
9 period provided herein, any party, or the Technical Advisory  
10 Committee if it is in full agreement, may seek to have the Court  
11 review the assumed initial yield agreed to in Paragraph (f), and  
12 the pumping allocations provided in Paragraphs 3(a) and 3(b), and  
13 to determine the safe yield of the Basin. If no such review is  
14 sought, these pumping allocations shall remain in effect until  
15 further order of the Court.

16  
17 (a) Any party or the Committee seeking such a review and  
18 determination shall file with the Court as part of its motion a  
19 written report including its recommendation and the data in support  
20 thereof. The report may recommend that the assumed initial yield  
21 of 33,500 acre-feet annually be adjusted either upward or downward,  
22 or otherwise modified. The Court shall conduct a hearing on the  
23 recommendation. The parties' Stipulation to use an assumed initial  
24 yield of 33,500 acre-feet annually for the first seven years shall  
25 have no bearing on any party's right to seek a safe yield  
26 determination that is either greater or less.

1 (b) If the Court finds that the safe yield of the Basin  
2 is greater than 30,500 acre-feet annually, or that temporary  
3 surplus may exist under certain conditions, the City of San  
4 Buenaventura and the Santa Paula Basin Pumping Association may both  
5 apply to increase their respective pumping allocations, and the  
6 Court relying upon established principles of water law shall  
7 determine how the additional water shall be allocated.

8  
9 (c) If the Court finds that the safe yield of the Basin  
10 is less than the total pumping allocations provided in Paragraphs  
11 3(a) and 3(b), then the pumping allocations of the parties shall be  
12 reduced in accordance with Paragraph 6, unless the Court finds that  
13 certain practical measures may be taken that will prevent harm to  
14 the Basin or to existing users.

15  
16 (d) If either the Technical Advisory Committee or any  
17 party recommends a more flexible management plan for the operation  
18 of the Basin, the Court shall have authority after noticed hearing  
19 to modify the pumping allocations of the parties, provided that any  
20 such modifications will promote the more efficient use of the  
21 groundwater supply, will not result in overdraft or harm to  
22 existing users, and will not modify the priorities identified in  
23 Paragraph 6.

24  
25 6. Overdraft. At the end of the seven-year period provided  
26 herein, and upon motion and hearing as provided in Paragraph 5(a),  
27 if the Court finds that the safe yield of the Basin is less than  
28 the total pumping allocations provided in Paragraphs 3(a) and 3(b),

1 reductions in pumping shall be required in the following order of  
2 priority:

3  
4 (a) Stage 1. All uses in excess of the pumping  
5 allocations provided in Paragraph 3(a) and 3(b) shall first be cut  
6 back.

7  
8 (b) Stage 2. The cumulative pumping allocation of the  
9 Santa Paula Basin Pumpers Association shall be reduced by 500 acre-  
10 feet annually, such reduction reflecting reasonable conservation  
11 that can be achieved. The Association shall determine how any  
12 reduction in its cumulative allocation required under any Stage of  
13 Paragraph 6 shall be implemented.

14  
15 (c) Stage 3. The pumping allocation of the City of San  
16 Buenaventura shall be reduced to 1141 acre-feet annually, such  
17 amount reflecting the City's annual historical maximum production  
18 prior to commencement of this action.

19  
20 (d) Stage 4. The remaining pumping allocations of the  
21 parties shall be further reduced simultaneously by the following  
22 amounts: 2000 acre-feet annually by the Santa Paula Basin Pumpers  
23 Association, and 500 acre-feet annually by the City of San  
24 Buenaventura.

25  
26 (e) Stage 5. The City of San Buenaventura shall cease  
27 pumping from the Basin.

28

1 (f) Stage 6. The remaining pumping allocation of the  
2 Santa Paula Basin Pumpers Association shall be reduced by whatever  
3 amount is required to bring production into balance with the safe  
4 yield of the Basin.

5  
6 The timing of each reduction set forth above shall be determined by  
7 the Court, allowing sufficient time between stages to determine  
8 whether any further cutbacks are necessary. The Technical Advisory  
9 Committee shall attempt to develop a trigger perhaps based upon  
10 water levels, to determine when overdraft is deemed to commence and  
11 reductions in pumping are required. In the event the Technical  
12 Advisory Committee is unable to agree upon such a trigger, the  
13 issue of the commencement of overdraft, and required reductions in  
14 pumping, shall remain within the jurisdiction of the Court, to be  
15 decided upon motion of any party.

16  
17 7. Emergency Pumping. Notwithstanding the provisions of  
18 Paragraphs 3(b), 5(c) and 6, and in addition to the amounts  
19 available thereunder, the City of San Buenaventura shall have the  
20 right, under the conditions hereinafter set forth, to pump water  
21 from the Basin during an emergency in order to reasonably supply  
22 public needs. Before this section applies, the City shall first  
23 meet its needs from any supplies that are reasonably available from  
24 City sources other than the Basin. The rights under this Paragraph  
25 shall apply only so long as an emergency exists.

26  
27 (a) An emergency causing a water shortage may result  
28 from a sudden and unexpected occurrence such as fire, flood,

1 earthquake, contamination, systems failure, or extraordinary peak  
2 demand, hereinafter referred to as a Class I Emergency. An  
3 emergency may also result from a long-term drought situation  
4 affecting especially the City's surface water supplies, hereinafter  
5 referred to as a Class II Emergency.

6  
7 (b) The City shall have the right to pump up to 300  
8 acre-feet annually under a Class I Emergency provided that it gives  
9 prompt notice to the parties and the Technical Advisory Committee.  
10 Such notice shall include a description of the emergency, an  
11 explanation of the unavailability of other non-Basin supplies, the  
12 expected duration of the emergency, and an estimate of the amount  
13 of water required. Any party by motion may challenge the City's  
14 pumping under this emergency provision, and if successful, the  
15 amount of water pumped under the claim of emergency shall be  
16 charged against the City's pumping allocation. The City may pump  
17 more than 300 acre-feet annually under a Class I Emergency with the  
18 full approval of the Technical Advisory Committee or by order of  
19 Court. The City shall not be required to give more than 72 hours  
20 notice of any motion seeking Court approval for additional  
21 emergency pumping.

22  
23 (c) The City shall be required to obtain full approval  
24 of the Technical Advisory Committee or the Court prior to any  
25 emergency pumping under a Class II Emergency. As a prerequisite to  
26 any such approval, the City must have in force drought conservation  
27 measures at least as stringent as those required in Resolution No.  
28 90-16 adopted February 26, 1990 and in Ordinance No. 90-3 adopted

1 March 20, 1990, as amended. During the initial seven year period,  
2 the amount of water available for a Class II Emergency shall not  
3 exceed 3000 acre-feet annually as provided in Paragraph 3(e).  
4 Thereafter, there shall be no limit on the amount of water used for  
5 such Class II Emergency, provided: that the City render annual  
6 reports to the Court and parties concerning its past and projected  
7 use of emergency water; that the City mitigate all adverse impacts  
8 upon Intervenor, or any of them, caused by the City's emergency  
9 pumping; and provided that if the Intervenor or any of them should  
10 be required to reduce their respective individual pumping  
11 allotments in order to allow the City to pump emergency water under  
12 this Paragraph 7(c), the City shall pay the actual damages suffered  
13 by such Intervenor. Any such damages shall be determined by the  
14 Court under its continuing jurisdiction, and no claim under  
15 Government Code, Sections 900 et seq. shall be required.

16  
17 8. Local Well Interference. The City's Saticoy 2 well is  
18 located in close proximity to two wells identified as 2N 22W 02  
19 K02 and 2N 22W 02 K08 (Wittenberg-Livingston Inc.), and is about  
20 400 feet away from Alta Mutual Water Co. Well No. 9, and about 2600  
21 feet away from the Grether Well 35Q-02. The City's proposed  
22 Saticoy 3 well is proposed to be drilled in the same locality, and  
23 would be about 1800 feet away from the Grether Well. In the event  
24 that production from either or both of these City wells causes  
25 unreasonable interference with production from any of the wells  
26 herein identified, the City shall mitigate such impacts.  
27 Mitigation may include, but shall not be limited to, scheduling  
28 pumping so as to avoid interference, paying the cost of lowering

1 the bowls in or deepening the affected wells, or producing water  
2 from City wells for use by the owners of such affected wells at  
3 costs the owners might otherwise have incurred. Any water produced  
4 from the Basin by the City for the benefit of such owners shall be  
5 charged against the cumulative pumping allocation of the Santa  
6 Paula Basin Pumpers Association. Nothing herein shall preclude any  
7 party from seeking relief against any other party for unreasonable  
8 well interference.

9  
10 9. Regulating Pumping within the SPBPA. It shall be the  
11 responsibility of the Santa Paula Basin Pumpers Association to keep  
12 the total amount of water pumped by its members within the  
13 cumulative pumping allocation provided herein. In the event the  
14 Association fails to do so, the Court retains jurisdiction over the  
15 individual members as parties to this action, and shall issue such  
16 orders affecting the individual pumping of the parties as may be  
17 required. Successors in interest to any of the parties who are  
18 members of the Association shall be joined as parties to the  
19 action.

20  
21 10. Transfers. Upon providing written notification to the  
22 Technical Advisory Committee, any party may transfer to any other  
23 party or person all or any part of its individual allocation  
24 provided in Paragraph 3(a), or as subsequently determined by the  
25 Court. Reasonable notice shall be given to the Committee prior to  
26 any proposed transfer of any such allocation apart from the land  
27 where the water has been used. Any such transfer shall be subject  
28 to all provisions of the Judgment, and any transferee not a party

1 to the action shall be required to join as a party in order for the  
2 transfer to be effective. Any transfer to the City of San  
3 Buenaventura shall reduce the allocation of the Santa Paula Basin  
4 Pumpers Association by the amount of the transfer.

5  
6 11. Storage of Water. Nothing in this Judgment is intended  
7 to preclude the underground storage of water in the Basin provided:

8  
9 (a) That the water to be stored is imported, or is  
10 reclaimed or native water that would otherwise waste to the ocean  
11 or would not replenish the Basin.

12  
13 (b) That the storage program is approved in advance by  
14 the full agreement of the Technical Advisory Committee.

15  
16 (c) That the storage program will not adversely impact  
17 the water quality of the Basin.

18  
19 (d) That the storage program will not cause injury to  
20 any vested rights.

21  
22 (e) That in the event the storage of water causes the  
23 Basin to spill, the first water lost to the Basin shall be deemed  
24 to be the stored water:

25  
26 (f) That title may be retained to water stored  
27 underground pursuant to this Paragraph, and the stored water less  
28



1 losses may be pumped in addition to the pumping allocations,  
2 provided no injury is caused to any Intervenor or party.

3  
4 12. Forfeiture. It is in the interest of sound Basin  
5 management that no party be encouraged to take or use more water  
6 than is actually required. Failure to produce all of the water to  
7 which a party is entitled under this Judgment shall not, in and of  
8 itself, be deemed to constitute an abandonment or forfeiture of  
9 such party's right, either in whole or in part. Abandonment,  
10 forfeiture or extinction of any pumping allocation or right decreed  
11 herein shall occur only upon written election filed by the party,  
12 or upon motion filed by any party or the Technical Advisory  
13 Committee, and after hearing thereon. In either case, such loss of  
14 right shall be expressly confirmed by order of this Court.

15  
16 13. Inter-Basin Litigation. In the event of future  
17 litigation between any party to this action and water users or  
18 water rights holders in basins contiguous or adjacent to the Basin,  
19 the parties hereto shall exercise good faith cooperation to  
20 preserve and protect their collective pumping allocations settled  
21 and determined under this Judgment.

22  
23 14. Injunction. The parties and each of them, and their  
24 agents, successors and assigns, are enjoined from extracting any  
25 more water from the Santa Paula Basin than is permitted under this  
26 Judgment, and from otherwise violating the terms hereof.

27

28

1        15. CEQA Dismissal. The causes of action brought by the  
2 United Water Conservation District alleging violations of the  
3 California Environmental Quality Act are hereby dismissed.

4  
5        16. Costs and Attorney Fees. Each party shall bear its own  
6 costs and attorney fees.

7  
8        17. Continuing Jurisdiction. Full jurisdiction, power and  
9 authority are retained and reserved by the Court for the purpose of  
10 enabling the Court, upon motion of any party and after hearing  
11 thereon:

12  
13            (a) to make such further or supplemental orders or  
14 directions as may be necessary or appropriate for the interpreta-  
15 tion, enforcement or carrying out of this Judgment;

16  
17            (b) to determine any dispute between or among the  
18 parties concerning the Judgment; and

19  
20            (c) to modify, amend or amplify any of the provisions of  
21 this Judgment whenever in the Court's opinion a substantial change  
22 in circumstances, or experience under the Judgment, or the results  
23 of new data and studies, justify or require such modification,  
24 including modification of the safe yield of the Basin and the  
25 pumping allocations, as provided in Paragraph 5.

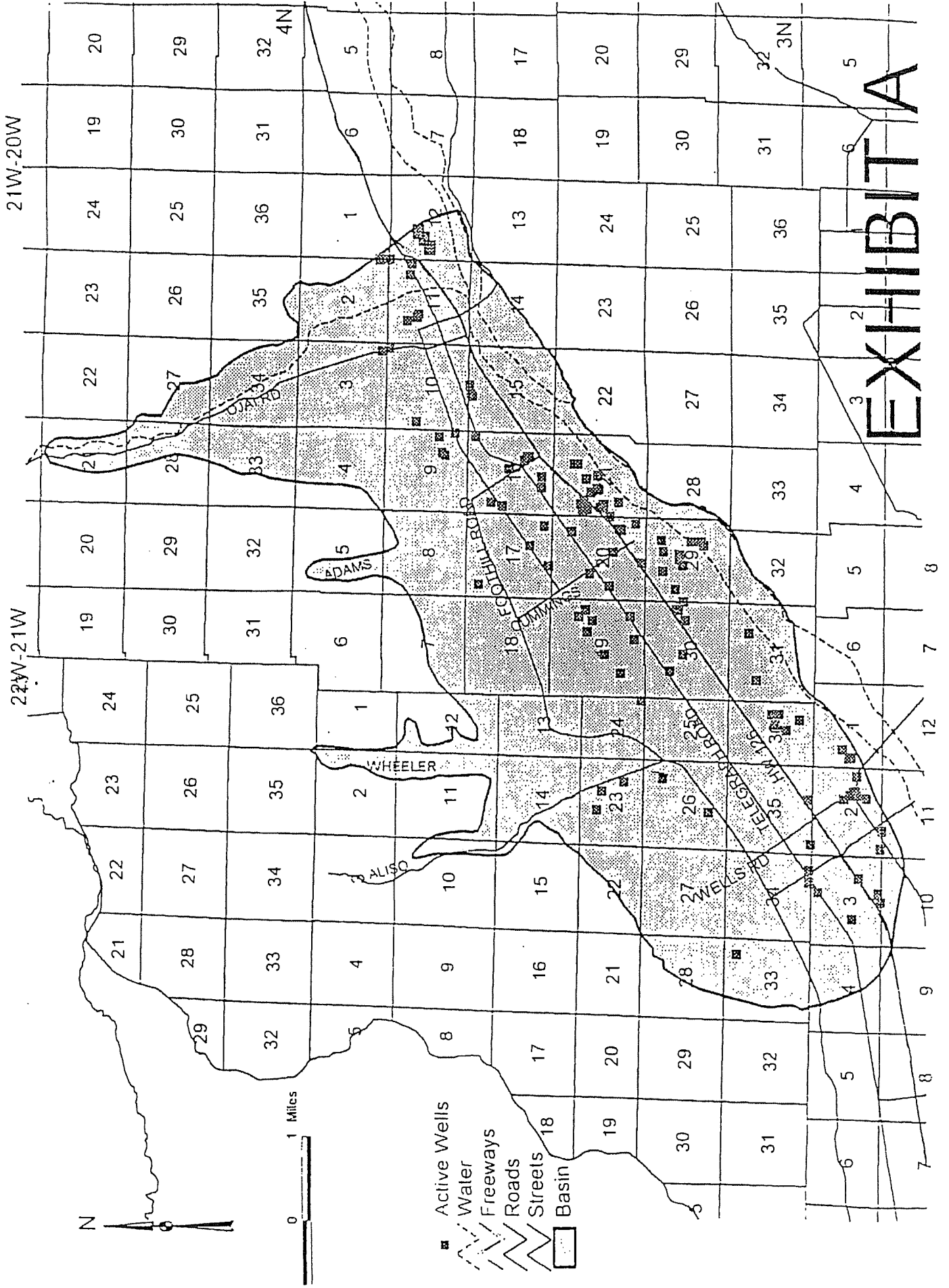
26  
27            (d) Prior to any party or the Technical Advisory  
28 Committee filing a motion for judicial review or dispute resolution

1 under this Judgment, the party shall provide written notice of its  
2 intention, together with a brief summary of the basis for the  
3 request, to United, the City and the Association. Upon receipt of  
4 such request and within 30 days from the date of the notice,  
5 United, the City and the Association shall meet to attempt promptly  
6 to resolve the dispute without resort to judicial action. This  
7 provision shall not apply in the event of an emergency, either  
8 Class I or Class II.

9  
10 DATED: MAR 7 - 1996, 1996.

11 JOHN J. HUNTER  
12 Judge of the Superior Court  
13  
14  
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28

BOL DARY OF SANTA PAULA GR JNDWATER BASIN SETTLEN...INT



**Santa Paula Groundwater Basin  
WELLS AND OWNERS LIST**

State Well No.	Name
03N/21W-16P01	ABC RHUBARB FARMS
03N/22W-23Q01	ALISO VISTA RANCH
03N/21W-21M01	ANDREW ALSONO
02N/22W-02K07	ALTA MUTUAL WATER COMPANY, INC.
03N/21W-29K01	ASSOCIATED CONCRETE PRODUCTS, INC.
03N/21W-16P02	DOROTHY E. AXELL TRUST
03N/21W-16P04	DOROTHY E. AXELL TRUST
03N/21W-09J01	BASSO PROPERTIES
03N/22W-23F02	BILLIWHACK RANCH
03N/21W-29F01	FRANK R. BRUCKER TRUST
03N/21W-20F01	CASA DE ORO RANCH
02N/22W-02K09	CITY OF SAN BUENAVENTURA
03N/21W-20A01	NOLA CLOW TRUST
03N/22W-35N01	GLADYS DAILY COFFMAN (c/o McAVOY)
03N/21W-21D02	PATRICIA CONKLIN
03N/21W-21G01	THOMAS COURTMARCHE
03N/21W-12E07	G. DOMINGUEZ
03N/21W-19R01	EVERGREEN RANCH
03N/21W-09R04	FARMERS IRRIGATION COMPANY, INC.
03N/21W-12E04	FARMERS IRRIGATION COMPANY, INC.
03N/21W-12E08	FARMERS IRRIGATION COMPANY, INC.
03N/21W-12F03	FARMERS IRRIGATION COMPANY, INC.
03N/21W-16K01	FARMERS IRRIGATION COMPANY, INC.
03N/21W-16K02	FARMERS IRRIGATION COMPANY, INC.
03N-21W-16K03	FARMERS IRRIGATION COMPANY, INC.

State Well No.	Name
03N/21W-19H06	FARMERS IRRIGATION COMPANY, INC.
03N/21W-19H07	FARMERS IRRIGATION COMPANY, INC.
03N/22W-34Q02	J.J. AND H.H. FINCH
03N/21W-10M01	FLYING "D" RANCH
03N/21W-17Q01	GALBREAITH/PINKERTON/ROBERTSON
02N/22W-02N04	WILLIAM GARMAN
03N/21W-09K02	GOODING RANCH
03N/21W-19L01	GREGORY/CUMMINGS
03N/22W-35Q02	ELIZABETH GREYHER
03N/21W-19A02	HAMPTON CANYON RANCH
03N/22W-36K02	HEADLEY PROPERTY CORPORATION
03N/22W-36R01	HEADLEY PROPERTY CORPORATION
02N/22W-03E01	JUANAMARIA LAND CO./HADLEY/WILLIAMS ✓
03N/21W-11H03	ALBERT KIMURA
03N/21W-11H01	TAMA KIMURA
03N/21W-16E01	LA MESA PARTNERSHIP #1
03N/21W-17R01	LA MESA PARTNERSHIP #1
03N/21W-29B02	MADELINE LASSICH
02N/22W-03M03	LEAVENS RANCHES
03N/22W-24R01	LEAVENS RANCHES
03N/21W-01N02	LIMONEIRA COMPANY
03N/21W-02P01	LIMONEIRA COMPANY
03N/21W-02Q01	LIMONEIRA COMPANY
03N/21W-02R02	LIMONEIRA COMPANY
03N/21W-19G02	LIMONEIRA COMPANY
03N/21W-30F01	LIMONEIRA COMPANY
03N/21W-30H04	LIMONEIRA COMPANY

State Well No.	Name
03N/21W-31B01	LIMONEIRA COMPANY
03N/21W-31E03	LIMONEIRA COMPANY
03N/21W-21G03	FRED MALZACHER
02N/22W-03Q02	JOHN McCONICA, II
03N/21W-21B01	JOHN McCONICA, II, ET AL.
03N/21W-21B03	JOHN McCONICA, II, ET AL.
02N/22W-02N01	JOHN R. McCONICA, ET AL.
03N/21W-20R02	JOHN McGRATH & SONS
03N/21W-21E05	JOHN McGRATH & SONS
03N/21W-21F03	JOHN McGRATH & SONS
03N/21W-21G02	JOHN McGRATH & SONS
03N/21W-11A01	NEWSOM FAMILY TRUST
03N/22W-36H01	NICHOLS ASSOCIATES
03N/22W-36H02	NICHOLS ASSOCIATES
03N/22W-36J01	NUTWOOD FARM
03N/22W-36J02	NUTWOOD FARM
03N/21W-20J03	ORR FAMILY TRUST
03N/21W-20K01	PANAMERICAN SEED
03N/21W-20M01	PANAMERICAN SEED
03N/21W-20P02	PANAMERICAN SEED
03N/21W-10E01	PEAR BLOSSOM TOWN & COUNTRY MARKET, INC.
03N/22W-36K04	PETTY & PETTY
03N/22W-36K05	PETTY & PETTY
03N/21W-17P02	ROBERT L. PINKERTON & SONS
03N/21W-21E01	WESLEY PINKERTON
03N/21W-16E02	W.J. PINKERTON ESTATE RANCH
03N/21W-29B03	W.J. PINKERTON ESTATE RANCH

State Well No.	Name
02N/22W-02K02	RANCHO ATTILIO
02N/22W-02K08	RANCHO ATTILIO
02N/22W-02Q01	RANCHO ATTILIO
03N/21W-09K03	RANCHO FILOSO
03N/22W026P01	RICHARD RAY
03N/22W-34R02	REGENTS OF UNIVERSITY OF CALIFORNIA
03N/21W-11D02	CITY OF SANTA PAULA
03N/21W-11E02	CITY OF SANTA PAULA
03N/21W-11F03	CITY OF SANTA PAULA
03N/21W-11J02	CITY OF SANTA PAULA
03N/21W-15C02	CITY OF SANTA PAULA
03N/21W-15C06	CITY OF SANTA PAULA
03N/21W-16A02	CITY OF SANTA PAULA
03N/21W-16G01	CITY OF SANTA PAULA
03N/21W-30H03	SATICOY FOODS CORP.
03N/21W-30H05	SATICOY FOODS CORP.
03N/21W-19M01	J.M. SHARP COMPANY
03N/21W-20J04	JOHN SHORES FAMILY PARTNERSHIP
02N/22W-03B01	SHOZI BROTHERS
02N/22W-01M03	FRANK SILVA
02N/22W-01M04	FRANK SILVA
03N/21W-29K02	SOUTHERN PACIFIC MILLING
03N/21W-29K03	SOUTHERN PACIFIC MILLING
03N/22W-27M02	SOUTHERN CALIFORNIA EDISON
03N/21W-15C04	THERMAL BELT MUTUAL WATER COMPANY
03N/21W-30E01	TRI-LEAF NURSERY
02N/22W-02E03	TUCKER RANCH



State Well No.	Name
02N/22W-03K02	TUCKER RANCH
03N/21W-29E01	VENTURA COUNTY JAIL
03N/21W-30H07	VENTURA COUNTY JAIL
02N/22W-02G01	VENTURA COUNTY PARKS
02N/22W-03P01	VENTURA UNIFIED SCHOOL DISTRICT
03N/21W-21E03	THOMAS H. VINT
03N/21W-19G03	WALKING BEAM RANCHES
03N/21W-21E02	WILLIAM WALLACE
02N/22W-02J03	WE 5 PROPERTIES
03N/22W-23G01	JAMES WILLIAMS

**LAND OUTSIDE OF SANTA PAULA BASIN  
RECEIVING WATER FROM THE BASIN**

1. Alta Mutual Water Company, Inc. serves properties outside of the Basin, which are as follows:
  - Lloyd Partnership, Sexton Canyon, Parcel Nos. 128-0-060-125 and 140
  - Nichols and Associates, West of Kimball Avenue, Parcel No. 088-0-040-110 and 130
  - Bird of Paradise Ranch, Parcel Nos. 065-0-150-170 and 066-0-150-180
  - Browkaw Nursery, West of Brown Barranca, Parcel Nos. 128-0-060-125 and 140
  - Cherrie, Gene & Marty, West of Kimball Avenue, Parcel Nos. 085-0-010-165, 175 and 195
  - R.H. Smith Family Partnership, North of Foothill/East of Wells Road, Parcel No. 064-0-120-015, 055, 045 and 064-0-280-060.
2. Farmers Irrigation Company, Inc. serves the Limco Del Mar Ranch, Inc. and the Daniel M. Campbell properties near Hill Road in Ventura. Assessor parcel numbers are as follows:
  - Limco Del Mar Ranch, Inc., 085-0-010-150
  - Daniel M. Campbell, portion South of Telegraph Road, adjacent to the Limco Del Mar Ranch, Inc., 083-0-040-295
  - Smith, RH Family Partnership, Alsio Canyon, (Alta Mutual Water Company, from Farmers Irrigation Company) several parcels: 035-0-270-095, 105, 115; 064-0-050-035, 085; 064-0-061-075 and 064-0-063-055.
  - Calvary Chapel Farmers, Inc. in Adams Canyon has a Northern parcel with the number of 038-0-010-115.

**EXHIBIT "C"**

# Exhibit B

RUSSELL M. MCGLOTHLIN (State Bar No. 208826)  
AARON E. BAKER (State Bar No. 261973)  
BROWNSTEIN HYATT FARBER SCHRECK, LLP  
21 East Carrillo Street  
Santa Barbara, CA 93101  
Telephone: (805) 963-7000  
Facsimile: (805) 965-4333

Attorneys for Defendant  
SANTA PAULA BASIN PUMPERS ASSOCIATION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF VENTURA**

UNITED WATER CONSERVATION  
DISTRICT,

Plaintiff,

vs.

CITY OF SAN BUENAVENTURA and  
DOES 1 through 1,000 Inclusive,

Defendant.

LIMONEIRA COMPANY, ALTA  
MUTUAL WATER CO., et al.,

Intervenors,

CITY OF SAN BUENAVENTURA,

Cross-Complainant,

vs.

LIMONEIRA COMPANY, ALTA  
MUTUAL WATER CO., et al.,

Cross-Defendants.

Case No. CV115611

Assigned for All Purposes to the  
Honorable Vincent O'Neill  
Department 40

**STIPULATION TO AMEND THE SANTA  
PAULA BASIN JUDGMENT**

Date: Tuesday, August 24, 2010  
Time: 8:30 AM

1 **I. INTRODUCTION**

2 The parties to this Stipulation (the “Stipulating Parties”) are the Santa Paula Basin Pumpers  
3 Association (“Association”), United Water Conservation District (“District”), and the City of San  
4 Buenaventura (“City”), each of which is a party to the Judgment (“Judgment”) entered in this action  
5 on March 7, 1996. The Judgment is a comprehensive physical solution which governs the use of  
6 groundwater resources in the Santa Paula Basin (“Basin”). The Court has retained continuing  
7 jurisdiction over this matter as set forth in Section 17 of the Judgment.

8 **II. PARTIES**

9 1. The District is a public agency duly organized and operating under the provisions of  
10 Division 21 of the Water Code of the State of California, Sections 74000 through 76501.

11 2. The City is a chartered city of the State of California, situated in the County of  
12 Ventura, California.

13 3. The Santa Paula Basin Pumpers Association is a California nonprofit mutual benefit  
14 corporation whose members consists of the intervenors in the Judgment, all of which were granted  
15 an Individual Party Allocation under the Judgment to pump groundwater from the Basin. The  
16 members of the Association include individuals, trusts, partnerships, corporations, mutual water  
17 companies, and the City of Santa Paula, a general law city.

18 4. The Stipulating Parties collectively comprise the Technical Advisory Committee,  
19 which was established by the Judgment to assist in the management and oversight of the Basin.

20 **III. STIPULATION**

21 The Stipulating Parties agree as follows:

22 1. The Stipulating Parties have a mutual interest in, among other things, (a) ensuring a  
23 sustainable and perpetual supply of groundwater from the Santa Paula Groundwater Basin; and (b)  
24 clarifying the terms of the original Judgment to facilitate optimal, efficient, and comprehensive  
25 basin management.

26 2. These mutual interests would be advanced by the entry of certain amendments to the  
27 Judgment in a form similar to the amendments identified within the interlineated version of the  
28 Judgment attached hereto as Exhibit “1” (the “Amendments”).

1           3.       The Amendments would promote the protection and prudent management of the  
2 Basin, and would be beneficial to all parties to the Judgment for the following reasons:

3                   (a)       The Amendments reflect the joinder of all but one of the well owners that  
4 were previously not parties to the Judgment, and grants to each of them a production allocation that  
5 is based upon the quantity of their respective historical groundwater production from the Basin.  
6 Ensuring that virtually all producers of Basin groundwater are parties to the Judgment and are  
7 subject to its terms eliminates the uncertainty caused by groundwater production by non-party well  
8 owners, and renders the Judgment a more comprehensive physical solution to protect the Basin as a  
9 perpetual source of water for overlying landowners and the public.

10                   (b)       The Amendments provide for an equitable distribution between the members  
11 of the Association and the City of any future reductions in groundwater production necessary for the  
12 protection of the Basin.

13                   (c)       The Amendments establish a *de minimus* pumping allocation of five acre-  
14 feet, which will facilitate the efficient management of small groundwater producers without causing  
15 a material adverse impact to the Basin.

16                   (d)       The Amendments clarify the rules for transfer and succession of production  
17 allocations under the Judgment, facilitating efficient transfers of production allocation and  
18 transparent record keeping.

19                   (e)       The Amendments also add text to clarify and refine certain of the Judgment's  
20 provisions to remove potential ambiguities, facilitate efficient Basin management, better protect the  
21 Basin's water resources, and promote the rights and interests of all parties to the Judgment.

22           4.       The Amendments are the product of substantial discussion and negotiation among  
23 the Stipulating Parties, including the Association, which acts as a trustee for all other parties to the  
24 Judgment.

25           5.       Upon the signing of the Stipulation by all three Stipulating Parties, the Stipulating  
26 Parties will jointly file a motion ("Motion") to request that the Court amend the Judgment in a form  
27 substantially similar to the proposed amendments shown in Exhibit "A."

28           6.       The Stipulating Parties will cooperate in good faith and take any and all necessary

1 and appropriate actions to support the Motion (and will not take actions adverse to the Motion),  
2 including but not limited to the production of evidentiary testimony and documentation in support  
3 thereof, and to seek entry of a final order in a form substantially similar to the [Proposed] Order re  
4 Amendment of the Santa Paula Basin Judgment set forth in Exhibit "B" hereto. The Parties through  
5 the Technical Advisory Committee also intend to undertake the work described in the 2008 Santa  
6 Paula Basin Annual Report filed by the District with this Court on April 2, 2010.

7 7. In the event any of the following events occur, this Stipulation shall terminate  
8 automatically:

- 9 (a) the trial court denies the Motion in whole or in part;  
10 (b) a final Order is not entered in a form substantially similar to the [Proposed]  
11 Order re Amendment of the Santa Paula Basin Judgment set forth in Exhibit "B."

12 8. The provisions of this Stipulation are related, dependent and not severable. This  
13 Stipulation is executed upon the understanding that each paragraph is in consideration of all of the  
14 others.

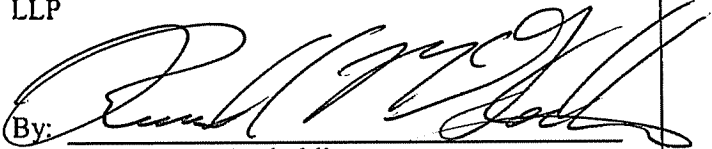
15 9. Nothing in this Stipulation shall be deemed to affect or limit the authority of any  
16 Stipulating Party to fulfill its statutory, regulatory or contractual responsibilities under all applicable  
17 laws.

18 **IT IS SO STIPULATED**

19 *[signatures on next page]*  
20  
21  
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28

1 Dated: June 30, 2010

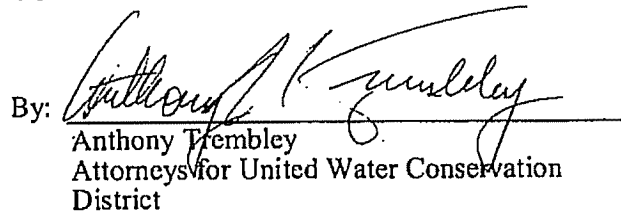
BROWNSTEIN HYATT FARBER SCHRECK,  
LLP

By: 

Russell M. McGlothlin  
Aaron E. Baker  
Attorneys for Santa Paula Basin Pumpers  
Association

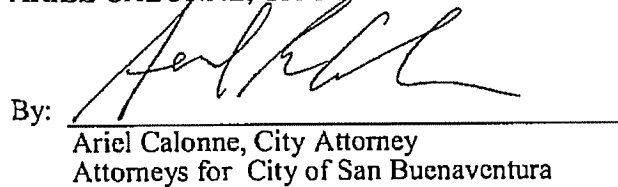
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6 Dated: June 30, 2010

NORDMAN CORMANY HAIR &  
COMPTON LLP

By:   
Anthony Trembley  
Attorneys for United Water Conservation  
District

7  
8  
9  
10  
11 Dated: June 30, 2010

CITY OF SAN BUENAVENTURA  
ARIEL CALONNE, CITY ATTORNEY

By:   
Ariel Calonne, City Attorney  
Attorneys for City of San Buenaventura



# Exhibit B-1

## EXHIBIT 1

### RECITALS

(a) Complaint. On or about April 9, 1991, the United Water Conservation District (sometimes "District") filed its Petition for Writ of Mandate and Complaint against the City of San Buenaventura (sometimes "City"). The pleadings alleged a violation of the California Environmental Quality Act with respect to the proposed construction by the City of a new well or wells in the Santa Paula Basin (sometimes "Basin"), the expansion of an existing water conditioning facility, and increased extractions from the City's Saticoy wells. The Complaint further alleged that the Santa Paula Basin was in a condition of overdraft or threatened overdraft, and that the City's proposed production of water therefrom, together with the pumping of others from the Basin, would exceed the safe yield thereof. In its First Amended Petition for Writ of Mandate and Complaint, the District alleged on information and belief that there was no surplus or temporary surplus available in the Basin for appropriation by the City.

(b) Complaint in Intervention. By stipulation and order filed June 18, 1991, pumpers from the Santa Paula Basin were allowed to intervene. By stipulation and order filed February 20, 1996, plaintiffs in intervention were allowed to file a first amended complaint in intervention naming the following Santa- Paula Basin pumpers as plaintiff intervenors: Limoneira Company, Alta Mutual Water Company, Inc., Aliso Vista Ranch, Associated Concrete Products, Inc., Farmers Irrigation Company, Inc., Hampton Canyon Ranch, Leavens Ranches, John McConica II, John McGrath & Sons, Nichols Associates, Petty & Petty, Robert L. Pinkerton & Sons, Rancho Attilio, Rancho Filoso, J. M. Sharp Company, Southern Pacific Milling, Thermal Belt Mutual Water Company, Inc., Walking Beam Ranches, We 5 Properties, Randall Axell as Trustee of the Dorothy E. Axell Trust, Basso Properties, Billiwhack Ranch, Frank R. Brucker as Trustee of the Frank R. Brucker Trust, Casa De Oro Ranch, Nola Clow as

Trustee of the Monte Clow Estate, Gladys Daily Coffman, Paul R. and Irene Cummings & Sons, Flying-D Ranch, Evergreen Ranch AKA San Miguel Products, J. J. & H. H. Finch, Galbreath Brothers, Inc., Gooding Ranch (John F. Gooding), Eva Gregory as Trustee of the Gregory Family Trust, Elizabeth Broome Grether, Ann B. Priske, John S. Broome Jr. as Trustee of the John S. Broome Jr. Trust, Hadley-Williams Partnership, Regents of the University of California, Headley Property Corporation, La Mesa Partnership #1, Fred Malzacher, John R. McConica et al., John R. McConica II et al., Alice C. Newsom as Trustee of the Newsom Family Trust, Nutwood Farms, Roger Orr as Trustee of the Orr Family Trust Panamerican Seed, Pear Blossom Town & Country Market, Inc., Wesley Pinkerton Estate; W. B. Pinkerton Limited Partnership, W. J. Pinkerton Estate Ranch' #1 & #2, R. F. Robertson as Trustee of the Robertson Family Trust, Santa Paula Basin Pumpers Association, City of Santa Paula, Saticoy Foods Corp., Frank Silva, John Shores Family Partnership, Shozi Brothers, Tri-Leaf Nursery (Bruce Arikawa), Tucker Ranch, William Wallace, James W. Williams III. Intervenors sought an adjudication of water rights in the Santa Paula Basin.

(c) Answers and Cross-Complaint. On or about September 27, 1991, the City of San Buenaventura answered the first amended pleadings of the District and the Complaint in Intervention, and filed a cross-complaint against Intervenors, alleging that the Santa Paula Basin was not then in a condition of overdraft, that surplus or temporary surplus water was available for appropriation, and seeking a declaration of water rights. Subsequently, answers were filed to the City's Cross-Complaint.

(d) Parties. The plaintiff United Water Conservation District is a public agency duly organized and operating under the provisions of Division 21 of the Water Code of the State of California, Sections 74000 through 76501. The defendant City of San Buenaventura is a charter

city of the State of California, situated in the County of Ventura, California. Intervenor all pump water from the Santa Paula Basin and include individuals, trusts, partnerships, corporations, mutual water companies, and the City of Santa Paula, a general law city. Intervenor are all members of the Santa Paula Basin Pumpers Association (sometimes "Association" or "SPBPA"), and hereinafter are referred to under those names. The Association and all of its members shall be included within the meaning of a "party" as used in this Judgment, and all motions on behalf of the Intervenor shall be made by and through the Association, unless an Intervenor makes a request to the Association to bring such a motion and the Association refuses, and provided that this provision shall not be used to involve the City or United in the internal affairs of the Association and its members. Any person producing groundwater from the Basin and not a party to the Judgment is referred to herein as a "nonparty".

(e) Settlement Negotiations. All of the parties have an interest in the Santa Paula Basin, and in the proper management and protection of both the quantity and quality of this important groundwater supply. The Basin is a significant water resource in the County of Ventura. Members of the Santa Paula Basin Pumpers Association and the City of San Buenaventura exercise rights to pump water from the Basin for reasonable and beneficial uses. The United Water Conservation District does not produce water from the Basin, but the Basin is located within its boundaries and the District is authorized to engage in groundwater management activities and to commence actions to protect the water supplies which are of common benefit to the lands within the District or its inhabitants. Recognizing the need to work together in order to achieve proper basin management and the protection of all uses against overdraft, the parties have joined in extensive technical studies and settlement negotiations. Much engineering, hydrologic and geologic data not previously known have been collected and

analyzed by the United Water Conservation District, and verified by the parties. Included therein are estimates of recent pumping from the Basin. The results of these efforts provide the foundation for this Judgment, although all parties recognize that more data and knowledge based upon continued experience and studies are needed. Such data are included in the Engineering Appendix, and made a part hereof.

(f) Assumed Initial Yield. ~~For a period of seven years commencing January 1, 1996, and until~~ Until modified by the full agreement of the Technical Advisory Committee or by Court order, the parties have agreed that the assumed initial yield of the Basin shall be considered to be 33,500 acre-feet annually, which corresponds to the maximum amount of recent pumping. This amount, however, does not necessarily represent the safe yield of the Basin on a long term basis. United believes that the additional monitoring and studies called for in ~~Paragraph~~ Section 4 will show that the safe yield of the Basin is less than this amount. The Association and the City do not necessarily agree with United in this regard. This Judgment represents the beginning of a program of ~~basin~~ Basin management, including the regulation of pumping, which is aimed at meeting the reasonable water supply needs of the parties, including protection for historic users, without harm to the Basin. The Judgment is not a determination of water rights, but represents a complete physical solution under Article X, Section 2 of the California Constitution. All pre-existing water rights to groundwater within the Basin held or claimed by any party are hereby settled and defined in terms of the pumping allocations and obligations provided under this Judgment. The respective allocations for each party are expressly set forth in ~~Paragraph~~ Section 3, subject to modification as provided herein. Any rights to surface water held by the parties are not affected by this Judgment, including but not limited to those rights held by the City of Santa

Paula which were the subject of Santa Paula Water Works, et al. v. Julia Peralta (1896) 113 Cal. 38.

(g) Entry of Judgment and Post-Judgment Amendments. The Judgment set forth herein was initially entered by this Court on March 7, 1996. By stipulation and post-Judgment order entered by the Court on August 24, 2010, the Judgment was amended to refine the adopted physical solution to render it better suited for current and future Basin management objectives. The amendments also allow the intervention and joinder of the following persons as parties to this action: The Canine Adoption and Rescue League; Kenneth M. and Joy C. Chapman Family Trust; Joel and Carmen Chavez; George and Rebecca Dabney Trust; Elias and Guadalupe Garcia; Esther B. Martinez; Richard T. and Ruth L. Ray; Charles W. Rogers, Jason C. and Aaron W. Rogers; Santa Paula Airport Association, LTD; the Yoon Family Trust; and Wade N. Zimmerman III and Patricia P. Zimmerman 1994 Trust.

#### DECREE

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Santa Paula Basin. The boundaries and other relevant features of the Santa Paula Basin are shown upon a map attached hereto as Exhibit "A" and made a part hereof. The Santa Paula Basin is a groundwater basin approximately ten miles in length, extending from an area east of the City of Santa Paula to the Saticoy area on the west. The width of the Basin varies from 2. to 3.5 miles, and the surface area of the Basin contains approximately 13,000 acres. The Basin is traversed along its southerly boundary by the Santa Clara River which is a principal source of replenishment to the Basin. The Basin is also recharged by percolation from Santa Paula Creek and other minor tributaries, from subsurface inflow from the Fillmore Basin, from precipitation, and from return flows from applied water. The Basin contains two distinct

aquifer systems. One consists of relatively shallow, unconfined alluvial deposits associated generally with the floodplain of the Santa Clara River. The other is comprised of deeper, confined aquifer systems within the San Pedro Formation. The deepest part of the Basin is approximately 4,000 feet, and approximately 4,900,000 acre-feet of water are contained in storage. Well depths of existing wells vary to a maximum depth of approximately 1000 feet. While there have been periodic declines in water levels within the Basin, the City and the SPBPA Association agree that the Basin is not currently in a state of overdraft. The groundwater within the Basin, and any extractions thereof, are subject to the Judgment. The parties will operate the Basin and monitor groundwater extractions in conformance with the provisions of the Judgment so as to avoid overdraft and minimize potential adverse impacts. Within the meaning of this Judgment, the term Basin does not include surface water as it may exist from time to time in Santa Paula Creek or in the Santa Clara River.

2. Wells Pumping from Basin. ~~The wells described on~~ The current allocation, party name, and well numbers for the pumping allocations set forth in Paragraph 3(a) are described in Exhibit "B," attached hereto and made a part hereof; ~~are determined for purposes of this Judgment to be producing water from the Santa Paula Basin.~~

3. Pumping Allocations. ~~For a period of seven years commencing January 1, 1996,~~ Unless and until modified by this Court, the following pumping allocations shall apply:

(a) Members of the Santa Paula Basin Pumpers Association shall have a cumulative allocation to pump on average 27,500 acre-feet annually. ~~Any person producing groundwater from the Basin and not a party to the Judgment is referred to herein as a nonparty. The 27,500 acre-feet annual~~ annually the quantity of acre-feet set forth as the cumulative IPA in Exhibit "B." The cumulative allocation shall be held in trust by the Association for the benefit of the members

of the Association and any nonparties, and it shall be distributed among the members of the Association and nonparties as follows:

~~SANTA PAULA GROUNDWATER BASIN  
PARTY ALLOCATIONS~~

<del>Party Name</del>	<del>Individual Party Allocations (total allocation = 7)</del>
<del>Aliso Vista Ranch</del>	<del>1.8</del>
<del>Alta Mutual Water Company, Inc.</del>	<del>758.1</del>
<del>Associated Concrete Products, Inc.</del>	<del>5.8</del>
<del>Randall Axell as Trustee of the Dorothy E. Axell Trust</del>	<del>362.3</del>
<del>Basso Properties</del>	<del>43.4</del>
<del>Billiwhack Ranch</del>	<del>161.4</del>
<del>Frank R. Brueker as Trustee of the Frank R. Brueker Trust</del>	<del>121.8</del>
<del>Casa De Oro Ranch</del>	<del>99.3</del>
<del>Nola Clow as Trustee of the Monte Clow Estate</del>	<del>33.6</del>
<del>Gladys Daily Coffman</del>	<del>97.0</del>
<del>Paul R. and Irene Cummings &amp; Sons</del>	<del>50.7</del>
<del>Flying D Ranch</del>	<del>321.2</del>
<del>Evergreen Ranch AKA San Miguel Products</del>	<del>282.3</del>



Farmers Irrigation Company, Inc.—	9,406.4
J.J. & H.H. Finch—	201.4
Galbreath Brothers Inc.——	78.4
Gooding Ranch (John F. Gooding)—	101.8
Eva Gregory as Trustee of the Gregory Family Trust	50.7
Elizabeth Broome Grether, Ann B. Piske, John S. Broome Jr. as Trustee of the John S. Broome Jr. Trust	97.6
Hadley-Williams Partnership Hampton Canyon Ranch	129.2
Hampton Canyon Ranch	21.9
Regents of the University of California	23.1
Headley Property Corporation	763.5
La Mesa Partnership #1	469.5
Leavens Ranches	297.0
Limoneira Company	3173.1
Fred Malzacher	3.2
John McConica II	24.7
John R. McConica et al.	5.8
John R. McConica II et al.	70.8
John McGrath & Sons	101.9
Alice C. Newsom as Trustee of the Newsom Family Trust	138.1

Nichols Associates Nutwood Farms	46.7
Roger Orr as Trustee of the Orr Family Trust	126.4
Panamerican Seed	193.9
Pear Blossom Town & Country Market, Inc.	33.1
Petty & Petty	116.0
Robert L. Pinkerton & Sons	62.1
Wesley Pinkerton Estate	61.9
W. B. Pinkerton Limited Partnership	39.1
W. J. Pinkerton Estate Ranch #1 & #2	291.2
Rancho Attilio	335.8
Rancho Filoso	119.6
R. F. Robertson as Trustee of the Robertson Family Trust	39.1
City of Santa Paula	6085.5
Saticoy Foods Corp.	134.0
Frank Silva	108.6
J. M. Sharp Company	167.3
John Shores Family Partnership	126.7
Shozi Brothers	66.2
Southern Pacific Milling	107.5
Thermal Belt Mutual Water Company, Inc.	497.3
Tri Leaf Nursery (Bruce Arikawa)	8.8

Tucker Ranch—	68.0
Walking Beam Ranches—	13.0
William Wallace—	2.9
We 5 Properties—	9.8
James W. Williams III—	27.6
ABC Rhubarb Farms	31.1
Andrew Alsono	1.1
Patricia Conklin	2.7
Thomas Courtmarche	1.0
G. Dominguez	0.9
William Garman	2.0
Juanamaria Land Company	220.0
Albert Kimura	37.5
Tama Kimura	55.9
Madeline Lassieh	1.1
Richard Ray	0.1
Thomas H. Vint	4.9
Southern California Edison Co.	12.5
Ventura County, Jail Property	172.2
Ventura County, Parks Department	131.0
Ventura Unified School District—	30.8
TOTALS:	27,500.0

The Association shall use its continuing best efforts to obtain the voluntary joinder of any nonparty to the Judgment. Any party may initiate legal proceedings to compel the joinder of any nonparty. The Technical Advisory Committee shall monitor and annually report the individual

~~and cumulative groundwater production by all nonparties. Both the groundwater production of the Association and the groundwater production of the nonparties shall be attributed to the cumulative annual allocation available for the Association as set forth in Paragraph 3(e). In the event the combined pumping of the Association and the nonparties exceed the Association's allocation as provided in Paragraph 3(e), the Association shall be responsible for the over-production, and shall reduce its future groundwater production by an amount sufficient to offset the quantity of over-production by the nonparties as Individual Party Allocation as set forth in Exhibit "B." Each year hereafter, United Water Conservation District shall update Exhibit "B" to reflect any changes in ownership of Individual Party Allocation pursuant to Section 11 and include the revised Exhibit "B" as an attachment to its annual report on the Basin prepared pursuant to the requirements of Section 4. No production may be made by any party pursuant to their Individual Party Allocation unless the party is a member of the Association in good standing. Under no circumstances shall the combined production by membersany member of the Association and the nonparties exceed the Association's allocationexceed its designated Individual Party Allocation set forth in Exhibit "B," as calculated on a seven-year moving average as provided in Paragraph 3(eg), and subject to the provisions of ParagraphParagraphs 5(hb) and 5(d).~~

(b) The Technical Advisory Committee shall monitor and annually report the individual and cumulative groundwater production from the Basin. Any party may initiate legal proceedings to compel the joinder of any nonparty that is producing or seeks to produce groundwater from the Basin, and this Judgment shall not be construed to otherwise limit any remedy to which any party may be entitled to in accordance with law. Should the Association seek to join any person that is not a party to this Judgment that has produced, or seeks to produce, groundwater from the Basin, the City and United shall provide all reasonable cooperation and assistance to the Association in its effort to join that person as a party to the Judgment.

(c) Water produced pursuant to this allocation shall be applied to reasonable and beneficial uses within the Basin, except for lands located outside of the Basin which are presently supplied with Basin water. Such lands are described in Exhibit "C," attached hereto and made a part hereof. No additional exports shall be allowed. Groundwater supplied to the customers of the City of Santa Paula is not an "export" within the meaning of the Judgment.



(d) To the extent that the City of San Buenaventura pumps water from the Basin at the request of Alta Mutual Water Company for delivery to the Company's customers, such amounts of water shall be charged against the allocation attributable to Alta Mutual Water Company and not against the City's allocation. The City of San Buenaventura shall report annually to the Association the amount of all water delivered from the Basin on behalf of the Alta Mutual Water Company.

(b)-e) The Court finds that production of groundwater by any party of less than five (5) acre-feet per year is not likely to be detrimental to the Santa Paula Basin or cause injury to any interest related to the Basin. Accordingly, a *de minimus* pumping allocation of five (5) acre-feet per year is established per well per parcel. Production pursuant to a *de minimus* pumping allocation shall be distinguished and accounted for separately from Individual Party Allocation, provided that a Party possessing an Individual Party Allocation of less than five (5) acre-feet may produce up to five (5) acre-feet, in which case the difference between five (5) acre-feet and the Party's Individual Party Allocation shall constitute *de minimus* pumping allocation. Further, in the event a landowner that is not a party to this action seeks to pump groundwater from the Basin as a *de minimus* pumper, such landowner shall be required to intervene in the Judgment, and become a member of the Association, and shall thereafter be granted a *de minimus* pumping allocation of five (5) acre-feet. A listing of all Parties producing groundwater from the Basin pursuant to a *de minimus* pumping allocation shall be set forth in Exhibit "B." Provided further, any Party may petition the Court pursuant to the Court's reserved jurisdiction set forth in Section 18 to request that the Court interpret, amend or eliminate this Paragraph 3(e) respecting *de minimus* pumping, or to issue any other order, necessary to address alleged injury to the Basin or any party, or any abuse of the *de minimus* pumping allocation afforded by this Paragraph 3(e).

(f) The City of San Buenaventura shall have an allocation to pump on average 3,000 acre-feet annually for distribution in its municipal water supply system, and for reasonable and beneficial uses by its customers. The City's present production is from a well known as Saticoy 2, and in the future its allocation may be pumped in whole or in part from an additional well proposed to be drilled, known as Saticoy 3, the proposed site of which is in the west end of the Basin approximately 1000 yards from Saticoy 2.

(eg) ~~The cumulative pumping allocation~~Individual Party Allocations provided for in Paragraph 3(a), and specifically set forth in Exhibit "B," which are held in trust by the Association, and the City's allocation in Paragraph 3(b), shall be based -on calendar- years and shall be averaged over seven years commencing on January 1, 1996. The 1st of each year. ~~Therefore, the parties are not limited to their respective allocations in any single year, but may produce seven times their average annual allocations over the seven-year period. Thereafter, and until modified by full agreement of the Technical Advisory Committee or Court order, the~~ The applicable seven year period shall be the immediately preceding seven calendar years. In the event reductions in allocations are required pursuant to ~~Paragraph~~Section 6, the reductions shall be implemented prospectively so that any portion of a party's unused allocation accrued during the immediately preceding seven year period is not lost or forfeited. Pumping within these allocations may occur from present wells, from replacement wells, or from new wells.

(dh) Upon review of the Technical Advisory Committee, the Association and the City may agree in writing to permit extractions from the Basin in addition to ~~these~~the pumping allocations, set forth in this Section 3, either in view of hydrologic conditions in the Basin, or to meet specific individual needs, or as part of a program to determine whether surplus water exists, and if so, to what extent.

~~(e) — During the first seven year period commencing January 1, 1996, the difference between the total pumping allocations of the City and the Association, and the assumed yield for that period, namely, 3000 acre feet annually, shall be available to meet the needs of the City under a Class II emergency, pursuant to the requirements of Paragraph 7 hereof.~~

4. Basin Monitoring and Studies. A Technical Advisory Committee shall be formed with equal representation from the United Water Conservation District, the City of San Buenaventura, and the Santa Paula Basin Pumpers Association. Appointments to the Technical Advisory Committee shall be in the discretion of the respective parties, but at least one representative of each party shall have technical qualifications appropriate to the tasks of the Technical Advisory Committee. To the extent possible, the Technical Advisory Committee shall work by consensus. Disputes may be resolved on motion to the Court brought by any of the parties, or through independent arbitration, provided that an effort is first made to resolve the matter in accordance with the provisions of Paragraph 1718(d). The Technical Advisory Committee ~~initially shall establish a program to~~ monitor conditions in the Basin, including but not necessarily limited to verification of future pumping amounts, measurements of groundwater levels, estimates of inflow to and outflow from the Basin, increases and decreases in groundwater storage, and analyses of groundwater quality. In addition, the Technical Advisory Committee shall undertake or cause to be made studies which may: assist in determining the amount of water which can be taken from the Basin without causing overdraft; assist in determining whether surplus or temporary surplus water exists, and if so, to what extent; identify additional replenishment sources for the Basin; develop programs for the conjunctive use and operation of the Basin; and provide such other information as may be useful in developing a management plan for operation of the Basin. The Technical Advisory Committee shall also consider and attempt to agree upon the safe yield of the Basin. The United Water Conservation District shall have the primary responsibility for collecting, collating and verifying the data

required under the monitoring program, and shall present the results thereof in annual reports to the Technical Advisory Committee.

5. Future Pumping. ~~At the end of the initial seven year period provided herein, any~~ Any party, or the Technical Advisory Committee if it is in full agreement, may seek to have the Court review the assumed initial yield agreed to in Paragraph (f) of the Recitals above, and the pumping allocations provided in Paragraphs 3(a) and 3(b~~f~~), and to determine the safe yield of the Basin. If no such review is sought, these pumping allocations shall remain in effect until further order of the Court.

(a) Any party or the Technical Advisory Committee seeking such a review and determination shall file with the Court as part of its motion a written report including its recommendation and the data in support thereof. The report may recommend that the assumed initial yield of 33,500 acre-feet annually be adjusted either upward or downward, or otherwise modified. The Court shall conduct a hearing on the recommendation. The parties' Stipulation to use an assumed initial yield of 33,500 acre-feet annually for the first seven years shall have no bearing on any party's right to seek a safe yield determination that is either greater or less.

(b) If the Court finds that the safe yield of the Basin is greater than 30,500 acre-feet annually, or that temporary surplus may exist under certain conditions, the City of San Buenaventura and the Santa Paula Basin Pumping Association may both apply to increase their respective pumping allocations, and the Court relying upon established principles of water law ~~shall~~, shall determine how the additional water shall be allocated.

(c) If the Court finds that the safe yield of the Basin is less than the total pumping allocations provided in Paragraphs 3 (a) and 3(b~~f~~), then the pumping allocations of the parties



shall be reduced in accordance with ~~Paragraph~~Section 6, unless the Court finds that certain practical measures may be taken that will prevent harm to the Basin or to existing users.

(d) If either the Technical Advisory Committee or any party recommends a more flexible management plan for the operation of the Basin, the Court shall have authority after a noticed hearing to modify the pumping allocations of the parties, provided that any such modifications will promote the more efficient use of the groundwater supply, will not result in overdraft or harm to the existing users, and will not modify the priorities identified in ~~Paragraph~~Section 6.

6. Overdraft. ~~At the end of the seven-year period provided herein, and upon~~ Upon motion and hearing as provided in Paragraph 5(a), if the Court finds that the safe yield of the Basin is less than the total pumping allocations provided in Paragraphs 3 (a) and 3(b), reductions in pumping shall be required in the following order of priority:

(a) Stage 1. ~~—— All uses in excess of the pumping allocations provided in Paragraph 3(a) and 3(h) shall first be cut back.~~ (b) Stage 2. ~~—— The cumulative pumping allocation of the Santa Paula Basin Pumpers Association set forth in Paragraph 3(a) shall be reduced by 500 acre-feet annually, such reduction reflecting reasonable conservation that can be achieved. The Association shall determine how any reduction in its cumulative allocation required under any Stage of Paragraph 6 shall be implemented.~~ (c) Stage 3. ~~——~~

(b) Stage 2. The pumping allocation of the City of San Buenaventura set forth in Paragraph 3(f) shall be reduced to 11411,141 acre-feet annually, ~~such amount reflecting to~~ reflect the City's annual historical maximum production prior to commencement of this action.

(c) Stage 3. The remaining pumping allocations of the parties shall be further reduced simultaneously as follows: (i) the Santa Paula Basin Pumpers Association's cumulative

annual allocation set forth in Paragraph 3(a), as reduced to reflect any allocation acquired by the City of San Buenaventura from Association members pursuant to Section 11, or otherwise, shall be reduced by 2,000 acre-feet, and (ii) the City of San Buenaventura's allocation set forth in Paragraph 3(f) shall be reduced to 641 acre-feet annually.

(d) Stage 4. The remaining pumping allocations of the parties shall be further reduced simultaneously ~~by the following amounts: 2000 acre-feet annually by~~ as follows: (i) the Santa Paula Basin Pumpers Association, and 500 acre-feet annually by's cumulative annual allocation set forth in Paragraph 3(a), as reduced to reflect any allocation acquired by the City of San Buenaventura from Association members pursuant to Section 11, or otherwise, shall be reduced by 120 acre-feet, and (ii) the City of San Buenaventura's allocation set forth in Paragraph 3(f) shall be reduced to 481 acre-feet annually.

(e) Stage 5. The City of San Buenaventura ~~shall cease pumping from the Basin's allocation set forth in Paragraph 3(f) shall be reduced to zero.~~

(f) Stage 6. The, remaining pumping allocation of the Santa Paula Basin Pumpers Association set forth in Paragraph 3(a) shall be reduced by whatever amount is required to bring production into balance with the safe yield of the Basin. ....

~~The timing of each reduction set forth(g)~~ The cumulative Individual Party Allocation acquired by the City pursuant to Section 11 below, or otherwise, shall be reduced pursuant to Paragraph 6(h) below. The timing of the Stage 1 through 6 reductions above shall be determined by the Court, allowing sufficient time between stages to determine whether any further cutbacks are necessary. The Technical Advisory Committee shall attempt to develop a trigger, perhaps based upon water levels, to determine when overdraft is deemed to commence and reductions in pumping are required. In the event the Technical Advisory Committee is unable to agree upon

such a trigger, the issue of the commencement of overdraft, and required reductions in pumping, shall remain within the jurisdiction of the Court, to be decided upon motion of any party.

(h) When reductions are in effect for the Association as set forth in this Section 6 (i.e., the cumulative authorized production by the members of the Association pursuant to this Section 6 is less than the annual quantity of acre-feet set forth as the cumulative Individual Party Allocation in Exhibit "B") then: (i) the reductions required of the Association shall be distributed proportionately among all Association members, with each member required to assume the same percentage reduction to their respective Individual Party Allocation (except for those members producing no more than the *de minimus* pumping allocation set forth in Paragraph 3(e) above); and (ii) the cumulative total of any allocation acquired by the City of San Buenaventura from Association members pursuant to Section 11, or otherwise, since the issuance of this Judgment, shall be reduced proportionately by the same percentage reduction then required by the members of the Association.

7. Emergency Pumping. Notwithstanding the provisions of Paragraphs 3(~~bf~~), 5-5(c) and Section 6, and in addition to the amounts available thereunder, the City of San Buenaventura shall have the right, under the conditions hereinafter set forth, to pump water from the Basin during an emergency in order to reasonably supply public needs. Before this ~~section~~Section 7 applies, the City shall first meet its needs from any supplies that are reasonably available from City sources other than the Basin. The rights under this ~~Paragraph~~Section 7 shall apply only so long as an emergency exists.

(a) An emergency causing a water shortage may result from a sudden and unexpected occurrence such as fire, flood, earthquake, contamination, systems failure, or extraordinary peak demand, hereinafter referred to as a Class I Emergency. - An emergency may also result from a

long-term drought situation affecting especially the City's surface water supplies, hereinafter referred to as a Class II Emergency.

(b) The City shall have the right to pump up to 300 acre-feet annually under a Class I Emergency provided that it gives prompt notice to the parties and the Technical Advisory Committee. Such notice shall include a description of the emergency, an explanation of the unavailability of other non-Basin supplies, the expected duration of the emergency, and an estimate of the amount of water required. Any party by motion may challenge the City's pumping under this emergency provision, and if successful, the amount of water pumped under the claim of emergency shall be charged against the City's pumping allocation. The City may pump more than 300 acre-feet annually under a Class I Emergency with the full approval of the Technical Advisory Committee or by order of Court. The City shall not be required to give more than 72 hours notice of any motion seeking Court approval for additional emergency pumping.

(c) The City shall be required to obtain full approval of the Technical Advisory Committee or the Court prior to any emergency pumping under a Class II Emergency. As a prerequisite to any such approval, the City must have in force drought conservation measures at least as stringent as those required in Resolution No. 90-16 adopted February 26, ~~1990~~1990, and in Ordinance No. 90-3 adopted March 20, 1990, as amended. ~~During the initial seven-year period, the amount of water available for a Class II Emergency shall not exceed 3000 acre-feet annually as provided in Paragraph 3(e). Thereafter, there~~ There shall be no limit on the amount of water used for such Class II Emergency, provided: that the City render annual reports to the Court and parties concerning its past and projected use of emergency water; that the City mitigate all adverse impacts upon Intervenor<sub>s</sub>, or any of them, caused by the City's emergency pumping; and provided that if the Intervenor<sub>s</sub>, or any of them, should be required to reduce their

~~respective individual pumping allotments~~Individual Party Allocations in order to allow the City to pump emergency water under this Paragraph 7(c), the City shall pay the actual damages suffered by such Intervenor. Any such damages shall be determined by the Court under its continuing jurisdiction, and no claim under Government Code, Sections 900 et seq. shall be required.

8. Local Well Interference. The City's Saticoy 2 well is located in close proximity to two wells identified as 2N 22W 02 K02 and 2N 22W 02 K08 (Wittenberg-Livingston Inc.), and is about 400 feet away from Alta Mutual Water Co. Well No. 9, and about ~~2600~~2,600 feet away from the Grether Well 35Q-02. The City' of San Buenaventura's proposed Saticoy 3 well is proposed to be drilled in the same locality, and would be about ~~1800~~1,800 feet away from the Grether Well. In the event that production from either or both of these City wells causes unreasonable interference with production from any of the wells herein identified, the City shall mitigate such impacts. Mitigation may include, but shall not be limited to, scheduling pumping so as to avoid interference, paying the cost of lowering the bowls in or deepening the affected wells, or producing water from City wells for use by the owners of such affected wells -at costs the owners might otherwise have incurred. Any water produced from the Basin by the City for the benefit of such owners shall be charged against the ~~cumulative pumping allocation of the Santa Paula Basin Pumpers Association.~~Individual Party Allocation possessed by the party to which the City delivers substitute water. Nothing herein shall preclude any party from seeking relief against any other party for unreasonable well interference.

9. Regulating Pumping within the SPBPA. ~~It shall be the responsibility of the Santa Paula Basin Pumpers Association to keep the total amount of water pumped by its members within the cumulative pumping allocation provided herein. In the event the Association fails to~~

~~do so, the Court retains jurisdiction over the individual members as parties to this action, and shall issue such orders affecting the individual pumping of the parties as may be required. Successors in interest to any of the parties who are members of the Association shall be joined as parties to the action.~~Association Enforcement of Individual Party Allocations. The Association shall monitor and enforce compliance with the production limitations inherent in its members' Individual Party Allocations set forth in Exhibit "B" subject to accounting pursuant to the seven-year moving average set forth in Paragraph 3(g) above. The Association may petition this Court to enforce compliance with the production limitations inherent in its each member's Individual Party Allocation, and to seek all appropriate declaratory and injunctive relief regarding the same. The Court may allow the Association its reasonable costs for such court petition, including attorney's fees.

10. ~~Transfers. Upon providing written notification to the Technical Advisory Committee~~Association Assessments. The Association may levy assessments upon each party possessing an Individual Party Allocation from time to time and as necessary to meet the Association's current and anticipated expenses to fulfill its activities in relation to the Basin and as the trustee for the Individual Party Allocations set forth in Paragraph 3(a) and Exhibit "B." Such assessments shall be levied in amounts proportionate to each party's Individual Party Allocation in relation to the total of all Individual Party Allocation set forth in Exhibit "B." Each assessment shall be due on or before thirty (30) days after written notice of the levy of assessment from the Association, and payment of the assessment shall be the obligation of the party identified by the Association as the beneficiary of the Individual Party Allocation at the time written notice of the levy of assessment is made. Any delinquent assessment shall be subject to a 5% penalty plus interest of 0.5% per month on the amount of the delinquency. The

Association may petition this Court to collect such delinquent assessments and/or seek injunctive relief against the delinquent party. The Court may allow the Association its reasonable costs for such court petition, including attorney's fees.

11. Transfers. Transfers of Individual Party Allocations shall be governed by this Section 11. Subject to the requirements and restrictions of Paragraphs 11(a) through 11(j) herein, any party may transfer to any other party or person all or any part of its individual allocation provided in Paragraph 3(a), all or a portion of its Individual Party Allocation as set forth in Exhibit "B," or as subsequently determined by the Court. Reasonable notice shall be given to the Committee prior to any proposed transfer of any such allocation apart from the land where the water has been used. Any such, to any other party, on an annual or permanent basis, together with or separately from the parcel of land upon which its Individual Party Allocation is produced.

(a) De Minimus Allocations May Not Be Transferred. A party that obtained a *de minimus* allocation pursuant to Paragraph 3(e) above (i.e., an allocation not based in historical production prior to the entry of the original Judgment in 1996) may not transfer any of said *de minimus* allocation.

(b) Automatic Transfers with Land Conveyances; Notice to the Association and Technical Advisory Committee. With respect to a conveyance of a fee interest to a parcel of land that includes a well listed in Exhibit "B" to the Judgment, and to the extent an Individual Party Allocation then exists for the benefit of such parcel, the associated Individual Party Allocation shall automatically transfer to the successor unless the deed, or comparable instrument, conveying such parcel expressly excludes the Individual Party Allocation from the conveyance and provides that the Individual Party Allocation is retained by the conveying entity.

Within thirty (30) days of the conveyance of such parcel, the successor in interest to such parcel shall provide written notice to the Association and the Technical Advisory Committee of the transfer of the parcel, and the transfer of the Individual Party Allocation, if applicable.

(c) Transfers of Individual Party Allocations without Land Conveyance. Individual Party Allocations may be permanently transferred without or separately from a conveyance of the parcel containing the well listed in Exhibit "B" to the Judgment that is associated with the prior use of the Individual Party Allocation. However, to ensure that all persons acquiring a future interest in such well parcel are provided constructive notice of the prior transfer of the Individual Party Allocation, such independent transfers of Individual Party Allocation shall only be deemed effective upon the recording of a water rights deed against the well parcel with the Ventura County Recorder in a form substantially similar to the example provided in Exhibit "D," and subsequent delivery of a copy of the recorded water rights deed to the Association and the Technical Advisory Committee.

(d) Permanent Transfer of Full Individual Party Allocation. If a party's full allocation is permanently transferred separately from a conveyance of a fee interest to a parcel of land that includes a well and allocation listed in Exhibit "B" to the Judgment as permitted by Paragraph 11(c), the recipient transferee shall take all steps necessary to ensure destruction of any water supply wells (in accordance with County of Ventura well destruction standards) located on the transferring party's parcel containing the well listed in Exhibit "B" to the Judgment that is associated with the prior use of the Individual Party Allocation. Further, the water rights deed required by Paragraph 11(b) shall include a covenant prohibiting the future extraction of groundwater from the parcel, unless Individual Party Allocation is acquired for the benefit of that parcel through subsequent transfer.



(e) Terms of the Judgment Apply. Any transfer shall be subject to all provisions of the Judgment, and any transferee or successor in interest not a party to the action shall be required to intervene and join as a party in order for the transfer to be effective. Any transfer to the City of San Buenaventura shall reduce the allocation of the Santa Paula Basin Pumpers Association by the amount of the transfer.

(f) Prior Written Notice to the Technical Advisory Committee Required. An Individual Party Allocation may be temporarily transferred on an annual or permanent basis, but such transfers shall only be deemed effective upon provision of written notice to the Association and the Technical Advisory Committee. Annual transfers shall become effective immediately upon notice to the Technical Advisory Committee. For all other transfers except with respect to transfers in conjunction with a conveyance of a fee interest to a parcel of land that includes a well and allocation listed in Exhibit "B" to the Judgment, any party proposing to transfer an Individual Party Allocation pursuant to this Section 11, shall provide thirty (30)-day advance written notification to the Technical Advisory Committee, and specifically to the designated representative of each member of the Technical Advisory Committee. The proposed transfer shall become effective 30 days after the original written notification if neither the TAC nor any of its members request an additional 30-day review period as provided below. The TAC or any one of its members may request an additional 30 days for review of the proposed transfer to evaluate potential injury to the Basin or any party as a result of the proposed transfer. The proposed transfer shall become effective at the end of this additional 30-day period unless any party files a petition with the Court pursuant to Section 18 challenging the transfer based upon alleged injury to the Basin or any party.

(g) Permanent Transfers within the City of San Buenaventura's Sphere of Influence.  
Except with respect to annual transfers, any party who seeks to transfer its Individual Party Allocation from property that is located within the City of San Buenaventura's sphere of influence shall also provide the City with thirty (30)-day prior written notification in order to enable the City to inform the party of any applicable ordinance or regulation that may affect the property should the party seek to develop the property or to annex the property to the City. The notice required by this paragraph may be the same notice provided to the City pursuant to paragraph 11(f) above, and the thirty (30) day period provided for in this paragraph shall run concurrently with the initial thirty (30) day notice period set forth in paragraph 11(f) above.

(h) Record Keeping. The Technical Advisory Committee, in conjunction with the Association, shall maintain a current list of: (i) all Individual Party Allocations set forth in Exhibit "B," including the well number from which each Individual Party Allocation is produced, and (ii) the City of San Buenaventura's allocation set forth in Paragraph 3(f), together with the quantity of annual and seven-year average production by each party.

11.12. Storage of Water. Nothing in this Judgment is intended to preclude the underground storage of water in Artificially recharged water may be stored within the Basin's available storage space provided that the following conditions are satisfied:

(a) ~~That the~~The water to be stored is imported, or is reclaimed or native water that would otherwise waste to the ocean or would not replenish the Basin under natural conditions.

(b) ~~That the~~The storage program is approved in advance by the full agreement of the Technical Advisory Committee.

(c) ~~That the~~The storage program will not adversely impact the water quality of the Basin.

(d) ~~That the~~The storage program will not cause injury to any vested rights.

(e) ~~That in~~In the event the storage of water causes the Basin to spill (i.e., discharge out of the Basin or cause the Basin to reject natural recharge), the first water lost ~~to~~from the Basin shall be deemed to be the stored water. ~~(f) — That; and title may be retained to water stored underground pursuant to this Paragraph~~Section 12 shall be retained by the storing party, and the stored water less losses may be pumped in addition to the pumping allocations, provided no injury is caused to any Intervenor or party.

12.13. Forfeiture. It is in the interest of sound Basin management that no party be encouraged to take or use more water than is actually required. Failure to produce all of the water to which a party is entitled under this Judgment shall not, in and of itself, be deemed to constitute an abandonment or forfeiture of such party's right, either in whole or in part. Abandonment, forfeiture or extinction of any pumping allocation or right decreed herein shall occur only upon written election filed by the party, or upon motion filed by any party or the Technical Advisory Committee, and after hearing thereon. in either case, such loss of right shall be expressly confirmed by order of this Court.

13.14. Inter-Basin Litigation. In the event of future litigation between any party to this action and water users or water rights holders in basins contiguous or adjacent to the Basin, the parties hereto shall exercise good faith cooperation to preserve and protect their collective pumping allocations settled and determined under this Judgment.

14.15. Injunction. The parties and each of them, and their agents, successors and assigns, are enjoined from extracting any more water from the Santa Paula Basin than is permitted under this Judgment, and from otherwise violating the terms hereof.

~~15.~~16. CEQA Dismissal. The causes of action brought by the United Water Conservation District alleging violations of the California Environmental Quality Act are hereby dismissed.

~~16.~~17. Costs and Attorney Fees. Each party shall bear its own costs and attorney fees.

~~17.~~18. Continuing Jurisdiction. Full jurisdiction, power and authority are retained and reserved by the Court for the purpose of enabling the Court, upon motion of any party and after hearing thereon:

(a) to make such further or supplemental orders or directions as may be necessary or appropriate for the interpretation, enforcement or carrying out of this Judgment;

(b) to determine any dispute between or among the parties concerning the Judgment;  
and

(c) to modify, amend or amplify any of the provisions of this Judgment whenever in the Court's opinion a substantial change in circumstances, or experience under the Judgment, or the results of new data and studies, justify or require such modification, including modification of the safe yield of the Basin and the pumping allocations, as provided in ~~Paragraph~~Section 5.

(d) ~~Prior~~Other than for transfers, as provided for in Section 11, prior to any party or the Technical Advisory Committee filing a motion for judicial review or dispute resolution under this Judgment, the party shall provide written notice of its intention, together with a brief summary of the basis for the request, to United, the City and the Association. Upon receipt of such request and within 30 days from the date of the notice, United, the City and the Association shall meet to attempt promptly to resolve the dispute without resort to judicial action. This provision shall not apply in the event of an emergency, either Class I or Class II.