

# Exhibit C

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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

**[PROPOSED] ORDER AMENDING AND  
RESTATING JUDGMENT**

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

Pursuant to Section 17 of the Judgment herein, the Notice of Motion and Motion to Amend and Restate Judgment ("Motion"), was heard on August 24, 2010 by this Court. Counsel of record for the City of San Buena Ventura, United Water Conservation District, and the Santa Paula Basin

Pumpers Association appeared, and proof being made to the satisfaction of the Court and good cause appearing,

**THE COURT FINDS that:**

1. The Motion seeks an order of this Court to amend the Judgment in this action (the “Judgment”) in a form and manner similar to the amendments identified within the interlineated version of the Judgment attached hereto as Exhibit “1” (the “Amendments”). The Amendments will refine the physical solution embodied within the Judgment to facilitate optimal, efficient, and comprehensive management of the Santa Paula Basin (“Basin”) for the reasons that follow.

2. The Amendments reflect the joinder of virtually all well owners that were previously not parties to the Judgment, and grants to each of them a production allocation that is based upon the quantity of their respective historical groundwater production from the Basin. The joinder of these well owners as parties to the Judgment, subject to its terms, reduces the uncertainty caused by groundwater production by non-party well owners, and renders the Judgment a more comprehensive physical solution to protect the Basin as a perpetual source of water for overlying landowners and the public.

3. The Amendments provide for an equitable distribution between the members of Santa Paula Basin Pumpers Association and the City of Ventura of any future reductions in groundwater production necessary for the protection of the Basin.

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

5. The Amendments clarify the rules for transfer and succession of production allocations under the Judgment, facilitating efficient transfers of production allocation and transparent record keeping.

6. The Amendments also add text to clarify and refine certain of the Judgment’s provisions to remove potential ambiguities, facilitate efficient Basin management, better protect the Basin’s water resources, and promote the rights and interests of all parties to the Judgment.

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1           **IT IS HEREBY ORDERED** that the Court, having considered the Motion, the papers filed  
2 in support thereto, and with good cause appearing therefore, hereby grants the Motion thereby  
3 adopting the Amendments as indicated in Exhibit "A" to this Order.

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6 Date: August \_\_, 2010

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7 Honorable Vincent J. O'Neill Jr.  
8 Ventura County Superior Court Judge  
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# Exhibit C-1

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Special Counsel for 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,

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

Intervenors,

CITY OF SAN BUENAVENTURA,

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- vs -

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

Cross-Defendants.

CASE NO. CV115611

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

**AMENDED AND RESTATED JUDGMENT**

**(Amended and Restated Judgment Entered  
August 24, 2010; Original Judgment Entered  
March 7, 1996)**

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 Coffinan, Paul R. and Irene Cummings & Sons, Flying-D Ranch, Evergreen Ranch AKA San

1 Miguel Products, J. J. & H. H. Finch, Galbreath Brothers, Inc., Gooding Ranch (John F. Gooding),  
2 Eva Gregory as Trustee of the Gregory Family Trust, Elizabeth Broome Grether, Ann B. Priske,  
3 John S. Broome Jr. as Trustee of the John S. Broome Jr. Trust, Hadley-Williams Partnership,  
4 Regents of the University of California, Headley Property Corporation, La Mesa Partnership #1,  
5 Fred Malzacher, John R. McConica et al., John R. McConica II et al., Alice C. Newsom as Trustee  
6 of the Newsom Family Trust, Nutwood Farms, Roger Orr as Trustee of the Orr Family Trust  
7 Panamerican Seed, Pear Blossom Town & Country Market, Inc., Wesley Pinkerton Estate; W. B.  
8 Pinkerton Limited Partnership, W. J. Pinkerton Estate Ranch #1 & #2, R. F. Robertson as Trustee of  
9 the Robertson Family Trust, Santa Paula Basin Pumpers Association, City of Santa Paula, Saticoy  
10 Foods Corp., Frank Silva, John Shores Family Partnership, Shoji Brothers, Tri-Leaf Nursery (Bruce  
11 Arikawa), Tucker Ranch, William Wallace, James W. Williams III. Intervenors sought an  
12 adjudication of water rights in the Santa Paula Basin.  
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15 (c) Answers and Cross-Complaint. On or about September 27, 1991, the City of San  
16 Buenaventura answered the first amended pleadings of the District and the Complaint in  
17 Intervention, and filed a cross-complaint against Intervenors, alleging that the Santa Paula Basin  
18 was not then in a condition of overdraft, that surplus or temporary surplus water was available for  
19 appropriation, and seeking a declaration of water rights. Subsequently, answers were filed to the  
20 City's Cross-Complaint.  
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22 (d) Parties. The plaintiff United Water Conservation District is a public agency duly  
23 organized and operating under the provisions of Division 21 of the Water Code of the State of  
24 California, Sections 74000 through 76501. The defendant City of San Buenaventura is a charter  
25 city of the State of California, situated in the County of Ventura, California. Intervenors all pump  
26 water from the Santa Paula Basin and include individuals, trusts, partnerships, corporations, mutual  
27 water companies, and the City of Santa Paula, a general law city. Intervenors are all members of the  
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1 Santa Paula Basin Pumpers Association (sometimes "Association"), and hereinafter are referred to  
2 under those names. The Association and all of its members shall be included within the meaning of  
3 a "party" as used in this Judgment, and all motions on behalf of the Intervenor shall be made by  
4 and through the Association, unless an Intervenor makes a request to the Association to bring such a  
5 motion and the Association refuses, and provided that this provision shall not be used to involve the  
6 City or United in the internal affairs of the Association and its members. Any person producing  
7 groundwater from the Basin and not a party to the Judgment is referred to herein as a "nonparty".  
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9 (e) Settlement Negotiations. All of the parties have an interest in the Santa Paula Basin,  
10 and in the proper management and protection of both the quantity and quality of this important  
11 groundwater supply. The Basin is a significant water resource in the County of Ventura. Members  
12 of the Santa Paula Basin Pumpers Association and the City of San Buenaventura exercise rights to  
13 pump water from the Basin for reasonable and beneficial uses. The United Water Conservation  
14 District does not produce water from the Basin, but the Basin is located within its boundaries and  
15 the District is authorized to engage in groundwater management activities and to commence actions  
16 to protect the water supplies which are of common benefit to the lands within the District or its  
17 inhabitants. Recognizing the need to work together in order to achieve proper basin management  
18 and the protection of all uses against overdraft, the parties have joined in extensive technical studies  
19 and settlement negotiations. Much engineering, hydrologic and geologic data not previously known  
20 have been collected and analyzed by the United Water Conservation District, and verified by the  
21 parties. Included therein are estimates of recent pumping from the Basin. The results of these efforts  
22 provide the foundation for this Judgment, although all parties recognize that more data and  
23 knowledge based upon continued experience and studies are needed. Such data are included in the  
24 Engineering Appendix, and made a part hereof.  
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1 (f) Assumed Initial Yield. Until modified by the full agreement of the Technical  
2 Advisory Committee or by Court order, the parties have agreed that the assumed initial yield of the  
3 Basin shall be considered to be 33,500 acre-feet annually, which corresponds to the maximum  
4 amount of recent pumping. This amount, however, does not necessarily represent the safe yield of  
5 the Basin on a long term basis. United believes that the additional monitoring and studies called for  
6 in Section 4 will show that the safe yield of the Basin is less than this amount. The Association and  
7 the City do not necessarily agree with United in this regard. This Judgment represents the  
8 beginning of a program of Basin management, including the regulation of pumping, which is aimed  
9 at meeting the reasonable water supply needs of the parties, including protection for historic users,  
10 without harm to the Basin. The Judgment is not a determination of water rights, but represents a  
11 complete physical solution under Article X, Section 2 of the California Constitution. All pre-  
12 existing water rights to groundwater within the Basin held or claimed by any party are hereby  
13 settled and defined in terms of the pumping allocations and obligations provided under this  
14 Judgment. The respective allocations for each party are expressly set forth in Section 3, subject to  
15 modification as provided herein. Any rights to surface water held by the parties are not affected by  
16 this Judgment, including but not limited to those rights held by the City of Santa Paula which were  
17 the subject of Santa Paula Water Works, et al. v. Julia Peralta (1896) 113 Cal. 38.

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

4 DECREE

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

6  
7 1. Santa Paula Basin. The boundaries and other relevant features of the Santa Paula  
8 Basin are shown upon a map attached hereto as Exhibit "A" and made a part hereof. The Santa  
9 Paula Basin is a groundwater basin approximately ten miles in length, extending from an area east  
10 of the City of Santa Paula to the Saticoy area on the west. The width of the Basin varies from 2. to  
11 3.5 miles, and the surface area of the Basin contains approximately 13,000 acres. The Basin is  
12 traversed along its southerly boundary by the Santa Clara River which is a principal source of  
13 replenishment to the Basin. The Basin is also recharged by percolation from Santa Paula Creek and  
14 other minor tributaries, from subsurface inflow from the Fillmore Basin, from precipitation, and  
15 from return flows from applied water. The Basin contains two distinct aquifer systems. One consists  
16 of relatively shallow, unconfined alluvial deposits associated generally with the floodplain of the  
17 Santa Clara River. The other is comprised of deeper, confined aquifer systems within the San Pedro  
18 Formation. The deepest part of the Basin is approximately 4,000 feet, and approximately 4,900,000  
19 acre-feet of water are contained in storage. Well depths of existing wells vary to a maximum depth  
20 of approximately 1000 feet. While there have been periodic declines in water levels within the  
21 Basin, the City and the Association agree that the Basin is not currently in a state of overdraft. The  
22 groundwater within the Basin, and any extractions thereof, are subject to the Judgment. The parties  
23 will operate the Basin and monitor groundwater extractions in conformance with the provisions of  
24 the Judgment so as to avoid overdraft and minimize potential adverse impacts. Within the meaning  
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1 of this Judgment, the term Basin does not include surface water as it may exist from time to time in  
2 Santa Paula Creek or in the Santa Clara River.

3 2. Wells Pumping from Basin. The current allocation, party name, and well numbers  
4 for the pumping allocations set forth in Paragraph 3(a) are described in Exhibit "B," attached hereto  
5 and made a part hereof.

6 3. Pumping Allocations. Unless and until modified by this Court, the following  
7 pumping allocations shall apply:  
8

9 (a) Members of the Santa Paula Basin Pumpers Association shall have a cumulative  
10 allocation to pump on average annually the quantity of acre-feet set forth as the cumulative IPA in  
11 Exhibit "B." The cumulative allocation shall be held in trust by the Association for the benefit of  
12 the members of the Association, and distributed among the members of the Association as  
13 Individual Party Allocation as set forth in Exhibit "B." Each year hereafter, United Water  
14 Conservation District shall update Exhibit "B" to reflect any changes in ownership of Individual  
15 Party Allocation pursuant to Section 11 and include the revised Exhibit "B" as an attachment to its  
16 annual report on the Basin prepared pursuant to the requirements of Section 4. No production may  
17 be made by any party pursuant to their Individual Party Allocation unless the party is a member of  
18 the Association in good standing. Under no circumstances shall the production by any member of  
19 the Association exceed its designated Individual Party Allocation set forth in Exhibit "B," as  
20 calculated on a seven-year moving average as provided in Paragraph 3(g), and subject to the  
21 provisions of Paragraphs 5(b) and 5(d).  
22

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

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

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

15 (e) The Court finds that production of groundwater by any party of less than five (5)  
16 acre-feet per year is not likely to be detrimental to the Santa Paula Basin or cause injury to any  
17 interest related to the Basin. Accordingly, a *de minimus* pumping allocation of five (5) acre-feet per  
18 year is established per well per parcel. Production pursuant to a *de minimus* pumping allocation  
19 shall be distinguished and accounted for separately from Individual Party Allocation, provided that  
20 a Party possessing an Individual Party Allocation of less than five (5) acre-feet may produce up to  
21 five (5) acre-feet, in which case the difference between five (5) acre-feet and the Party's Individual  
22 Party Allocation shall constitute *de minimus* pumping allocation. Further, in the event a landowner  
23 that is not a party to this action seeks to pump groundwater from the Basin as a *de minimus* pumper,  
24 such landowner shall be required to intervene in the Judgment, and become a member of the  
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1 Association, and shall thereafter be granted a *de minimus* pumping allocation of five (5) acre-feet.  
2 A listing of all Parties producing groundwater from the Basin pursuant to a *de minimus* pumping  
3 allocation shall be set forth in Exhibit "B." Provided further, any Party may petition the Court  
4 pursuant to the Court's reserved jurisdiction set forth in Section 18 to request that the Court  
5 interpret, amend or eliminate this Paragraph 3(e) respecting *de minimus* pumping, or to issue any  
6 other order, necessary to address alleged injury to the Basin or any party, or any abuse of the *de*  
7 *minimus* pumping allocation afforded by this Paragraph 3(e).  
8

9 (f) The City of San Buenaventura shall have an allocation to pump on average 3,000  
10 acre-feet annually for distribution in its municipal water supply system, and for reasonable and  
11 beneficial uses by its customers. The City's present production is from a well known as Saticoy 2,  
12 and in the future its allocation may be pumped in whole or in part from an additional well proposed  
13 to be drilled, known as Saticoy 3, the proposed site of which is in the west end of the Basin  
14 approximately 1000 yards from Saticoy 2.  
15

16 (g) The cumulative Individual Party Allocations provided for in Paragraph 3(a), and  
17 specifically set forth in Exhibit "B," which are held in trust by the Association, and the City's  
18 allocation in Paragraph 3(f), shall be based on calendar years and shall be averaged over seven years  
19 commencing on January 1st of each year. Therefore, the parties are not limited to their respective  
20 allocations in any single year, but may produce seven times their average annual allocations over  
21 the seven-year period. The applicable seven year period shall be the immediately preceding seven  
22 calendar years. In the event reductions in allocations are required pursuant to Section 6, the  
23 reductions shall be implemented prospectively so that any portion of a party's unused allocation  
24 accrued during the immediately preceding seven year period is not lost or forfeited. Pumping within  
25 these allocations may occur from present wells, from replacement wells, or from new wells.  
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1           (h)     Upon review of the Technical Advisory Committee, the Association and the City  
2 may agree in writing to permit extractions from the Basin in addition to the pumping allocations set  
3 forth in this Section 3, either in view of hydrologic conditions in the Basin, or to meet specific  
4 individual needs, or as part of a program to determine whether surplus water exists, and if so, to  
5 what extent.  
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7           4.     Basin Monitoring and Studies. A Technical Advisory Committee shall be formed  
8 with equal representation from the United Water Conservation District, the City of San  
9 Buenaventura, and the Santa Paula Basin Pumpers Association. Appointments to the Technical  
10 Advisory Committee shall be in the discretion of the respective parties, but at least one  
11 representative of each party shall have technical qualifications appropriate to the tasks of the  
12 Technical Advisory Committee. To the extent possible, the Technical Advisory Committee shall  
13 work by consensus. Disputes may be resolved on motion to the Court brought by any of the parties,  
14 or through independent arbitration, provided that an effort is first made to resolve the matter in  
15 accordance with the provisions of Paragraph 18(d). The Technical Advisory Committee shall  
16 monitor conditions in the Basin, including but not necessarily limited to verification of future  
17 pumping amounts, measurements of groundwater levels, estimates of inflow to and outflow from  
18 the Basin, increases and decreases in groundwater storage, and analyses of groundwater quality. In  
19 addition, the Technical Advisory Committee shall undertake or cause to be made studies which  
20 may: assist in determining the amount of water which can be taken from the Basin without causing  
21 overdraft; assist in determining whether surplus or temporary surplus water exists, and if so, to what  
22 extent; identify additional replenishment sources for the Basin; develop programs for the  
23 conjunctive use and operation of the Basin; and provide such other information as may be useful in  
24 developing a management plan for operation of the Basin. The Technical Advisory Committee  
25 shall also consider and attempt to agree upon the safe yield of the Basin. The United Water  
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1 Conservation District shall have the primary responsibility for collecting, collating and verifying the  
2 data required under the monitoring program, and shall present the results thereof in annual reports  
3 to the Technical Advisory Committee.

4       5.     Future Pumping. Any party, or the Technical Advisory Committee if it is in full  
5 agreement, may seek to have the Court review the assumed initial yield agreed to in Paragraph (f) of  
6 the Recitals above, and the pumping allocations provided in Paragraphs 3(a) and 3(f), and to  
7 determine the safe yield of the Basin. If no such review is sought, these pumping allocations shall  
8 remain in effect until further order of the Court.  
9

10       (a)     Any party or the Technical Advisory Committee seeking such a review and  
11 determination shall file with the Court as part of its motion a written report including its  
12 recommendation and the data in support thereof. The report may recommend that the assumed  
13 initial yield of 33,500 acre-feet annually be adjusted either upward or downward, or otherwise  
14 modified. The Court shall conduct a hearing on the recommendation. The parties' Stipulation to  
15 use an assumed initial yield of 33,500 acre-feet annually for the first seven years shall have no  
16 bearing on any party's right to seek a safe yield determination that is either greater or less.  
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18       (b)     If the Court finds that the safe yield of the Basin is greater than 30,500 acre-feet  
19 annually, or that temporary surplus may exist under certain conditions, the City of San  
20 Buenaventura and the Santa Paula Basin Pumping Association may both apply to increase their  
21 respective pumping allocations, and the Court relying upon established principles of water law,  
22 shall determine how the additional water shall be allocated.  
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24       (c)     If the Court finds that the safe yield of the Basin is less than the total pumping  
25 allocations provided in Paragraphs 3 (a) and 3(f), then the pumping allocations of the parties shall  
26 be reduced in accordance with Section 6, unless the Court finds that certain practical measures may  
27 be taken that will prevent harm to the Basin or to existing users.  
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(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 Section 6.

6. Overdraft. 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(f), reductions in pumping shall be required in the following order of priority:

(a) Stage 1. 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.

(b) Stage 2. The pumping allocation of the City of San Buenaventura set forth in Paragraph 3(f) shall be reduced to 1,141 acre-feet annually 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 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

1 by 120 acre-feet, and (ii) the City of San Buenaventura's allocation set forth in Paragraph 3(f) shall  
2 be reduced to 481 acre-feet annually.

3 (e) Stage 5. The City of San Buenaventura's allocation set forth in Paragraph 3(f) shall  
4 be reduced to zero.

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

8 (g) The cumulative Individual Party Allocation acquired by the City pursuant to Section  
9 11 below, or otherwise, shall be reduced pursuant to Paragraph 6(h) below. The timing of the Stage  
10 1 through 6 reductions above shall be determined by the Court, allowing sufficient time between  
11 stages to determine whether any further cutbacks are necessary. The Technical Advisory Committee  
12 shall attempt to develop a trigger, perhaps based upon water levels, to determine when overdraft is  
13 deemed to commence and reductions in pumping are required. In the event the Technical Advisory  
14 Committee is unable to agree upon such a trigger, the issue of the commencement of overdraft, and  
15 required reductions in pumping, shall remain within the jurisdiction of the Court, to be decided  
16 upon motion of any party.

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

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

9  
10 (a) An emergency causing a water shortage may result from a sudden and unexpected  
11 occurrence such as fire, flood, earthquake, contamination, systems failure, or extraordinary peak  
12 demand, hereinafter referred to as a Class I Emergency. An emergency may also result from a long-  
13 term drought situation affecting especially the City's surface water supplies, hereinafter referred to  
14 as a Class II Emergency.

15  
16 (b) The City shall have the right to pump up to 300 acre-feet annually under a Class I  
17 Emergency provided that it gives prompt notice to the parties and the Technical Advisory  
18 Committee. Such notice shall include a description of the emergency, an explanation of the  
19 unavailability of other non-Basin supplies, the expected duration of the emergency, and an estimate  
20 of the amount of water required. Any party by motion may challenge the City's pumping under this  
21 emergency provision, and if successful, the amount of water pumped under the claim of emergency  
22 shall be charged against the City's pumping allocation. The City may pump more than 300 acre-feet  
23 annually under a Class I Emergency with the full approval of the Technical Advisory Committee or  
24 by order of Court. The City shall not be required to give more than 72 hours notice of any motion  
25 seeking Court approval for additional emergency pumping.  
26  
27  
28

1 (c) The City shall be required to obtain full approval of the Technical Advisory  
2 Committee or the Court prior to any emergency pumping under a Class II Emergency. As a  
3 prerequisite to any such approval, the City must have in force drought conservation measures at  
4 least as stringent as those required in Resolution No. 90-16 adopted February 26, 1990, and in  
5 Ordinance No. 90-3 adopted March 20, 1990, as amended. There shall be no limit on the amount of  
6 water used for such Class II Emergency, provided: that the City render annual reports to the Court  
7 and parties concerning its past and projected use of emergency water; that the City mitigate all  
8 adverse impacts upon Intervenors, or any of them, caused by the City's emergency pumping; and  
9 provided that if the Intervenors, or any of them, should be required to reduce their respective  
10 Individual Party Allocations in order to allow the City to pump emergency water under this  
11 Paragraph 7(c), the City shall pay the actual damages suffered by such Intervenors. Any such  
12 damages shall be determined by the Court under its continuing jurisdiction, and no claim under  
13 Government Code, Sections 900 et seq. shall be required.  
14  
15

16 8. Local Well Interference. The City's Saticoy 2 well is located in close proximity to  
17 two wells identified as 2N 22W 02 K02 and 2N 22W 02 K08 (Wittenberg-Livingston Inc.), and is  
18 about 400 feet away from Alta Mutual Water Co. Well No. 9, and about 2,600 feet away from the  
19 Grether Well 35Q-02. The City of San Buenaventura's proposed Saticoy 3 well is proposed to be  
20 drilled in the same locality, and would be about 1,800 feet away from the Grether Well. In the  
21 event that production from either or both of these City wells causes unreasonable interference with  
22 production from any of the wells herein identified, the City shall mitigate such impacts. Mitigation  
23 may include, but shall not be limited to, scheduling pumping so as to avoid interference, paying the  
24 cost of lowering the bowls in or deepening the affected wells, or producing water from City wells  
25 for use by the owners of such affected wells at costs the owners might otherwise have incurred.  
26 Any water produced from the Basin by the City for the benefit of such owners shall be charged  
27  
28

1 against the Individual Party Allocation possessed by the party to which the City delivers substitute  
2 water. Nothing herein shall preclude any party from seeking relief against any other party for  
3 unreasonable well interference.

4 9. Association Enforcement of Individual Party Allocations. The Association shall  
5 monitor and enforce compliance with the production limitations inherent in its members' Individual  
6 Party Allocations set forth in Exhibit "B" subject to accounting pursuant to the seven-year moving  
7 average set forth in Paragraph 3(g) above. The Association may petition this Court to enforce  
8 compliance with the production limitations inherent in its each member's Individual Party  
9 Allocation, and to seek all appropriate declaratory and injunctive relief regarding the same. The  
10 Court may allow the Association its reasonable costs for such court petition, including attorney's  
11 fees.  
12

13 10. Association Assessments. The Association may levy assessments upon each party  
14 possessing an Individual Party Allocation from time to time and as necessary to meet the  
15 Association's current and anticipated expenses to fulfill its activities in relation to the Basin and as  
16 the trustee for the Individual Party Allocations set forth in Paragraph 3(a) and Exhibit "B." Such  
17 assessments shall be levied in amounts proportionate to each party's Individual Party Allocation in  
18 relation to the total of all Individual Party Allocation set forth in Exhibit "B." Each assessment  
19 shall be due on or before thirty (30) days after written notice of the levy of assessment from the  
20 Association, and payment of the assessment shall be the obligation of the party identified by the  
21 Association as the beneficiary of the Individual Party Allocation at the time written notice of the  
22 levy of assessment is made. Any delinquent assessment shall be subject to a 5% penalty plus  
23 interest of 0.5% per month on the amount of the delinquency. The Association may petition this  
24 Court to collect such delinquent assessments and/or seek injunctive relief against the delinquent  
25  
26  
27  
28

1 party. The Court may allow the Association its reasonable costs for such court petition, including  
2 attorney's fees.

3 11. Transfers. Transfers of Individual Party Allocations shall be governed by this  
4 Section 11. Subject to the requirements and restrictions of Paragraphs 11(a) through 11(j) herein,  
5 any party may transfer all or a portion of its Individual Party Allocation as set forth in Exhibit "B,"  
6 or as subsequently determined by the Court, to any other party, on an annual or permanent basis,  
7 together with or separately from the parcel of land upon which its Individual Party Allocation is  
8 produced.  
9

10 (a) De Minimus Allocations May Not Be Transferred. A party that obtained a *de*  
11 *minimus* allocation pursuant to Paragraph 3(e) above (i.e., an allocation not based in historical  
12 production prior to the entry of the original Judgment in 1996) may not transfer any of said *de*  
13 *minimus* allocation.  
14

15 (b) Automatic Transfers with Land Conveyances; Notice to the Association and  
16 Technical Advisory Committee. With respect to a conveyance of a fee interest to a parcel of land  
17 that includes a well listed in Exhibit "B" to the Judgment, and to the extent an Individual Party  
18 Allocation then exists for the benefit of such parcel, the associated Individual Party Allocation shall  
19 automatically transfer to the successor unless the deed, or comparable instrument, conveying such  
20 parcel expressly excludes the Individual Party Allocation from the conveyance and provides that the  
21 Individual Party Allocation is retained by the conveying entity. Within thirty (30) days of the  
22 conveyance of such parcel, the successor in interest to such parcel shall provide written notice to the  
23 Association and the Technical Advisory Committee of the transfer of the parcel, and the transfer of  
24 the Individual Party Allocation, if applicable.  
25

26 (c) Transfers of Individual Party Allocations without Land Conveyance. Individual  
27 Party Allocations may be permanently transferred without or separately from a conveyance of the  
28

1 parcel containing the well listed in Exhibit "B" to the Judgment that is associated with the prior use  
2 of the Individual Party Allocation. However, to ensure that all persons acquiring a future interest in  
3 such well parcel are provided constructive notice of the prior transfer of the Individual Party  
4 Allocation, such independent transfers of Individual Party Allocation shall only be deemed effective  
5 upon the recording of a water rights deed against the well parcel with the Ventura County Recorder  
6 in a form substantially similar to the example provided in Exhibit "D," and subsequent delivery of a  
7 copy of the recorded water rights deed to the Association and the Technical Advisory Committee.  
8

9 (d) Permanent Transfer of Full Individual Party Allocation. If a party's full allocation is  
10 permanently transferred separately from a conveyance of a fee interest to a parcel of land that  
11 includes a well and allocation listed in Exhibit "B" to the Judgment as permitted by Paragraph  
12 11(c), the recipient transferee shall take all steps necessary to ensure destruction of any water  
13 supply wells (in accordance with County of Ventura well destruction standards) located on the  
14 transferring party's parcel containing the well listed in Exhibit "B" to the Judgment that is  
15 associated with the prior use of the Individual Party Allocation. Further, the water rights deed  
16 required by Paragraph 11(b) shall include a covenant prohibiting the future extraction of  
17 groundwater from the parcel, unless Individual Party Allocation is acquired for the benefit of that  
18 parcel through subsequent transfer.  
19

20 (e) Terms of the Judgment Apply. Any transfer shall be subject to all provisions of the  
21 Judgment, and any transferee or successor in interest not a party to the action shall be required to  
22 intervene and join as a party in order for the transfer to be effective.  
23

24 (f) Prior Written Notice to the Technical Advisory Committee Required. An Individual  
25 Party Allocation may be temporarily transferred on an annual or permanent basis, but such transfers  
26 shall only be deemed effective upon provision of written notice to the Association and the Technical  
27 Advisory Committee. Annual transfers shall become effective immediately upon notice to the  
28

1 Technical Advisory Committee. For all other transfers except with respect to transfers in  
2 conjunction with a conveyance of a fee interest to a parcel of land that includes a well and  
3 allocation listed in Exhibit "B" to the Judgment, any party proposing to transfer an Individual Party  
4 Allocation pursuant to this Section 11, shall provide thirty (30)-day advance written notification to  
5 the Technical Advisory Committee, and specifically to the designated representative of each  
6 member of the Technical Advisory Committee. The proposed transfer shall become effective 30  
7 days after the original written notification if neither the TAC nor any of its members request an  
8 additional 30-day review period as provided below. The TAC or any one of its members may  
9 request an additional 30 days for review of the proposed transfer to evaluate potential injury to the  
10 Basin or any party as a result of the proposed transfer. The proposed transfer shall become effective  
11 at the end of this additional 30-day period unless any party files a petition with the Court pursuant  
12 to Section 18 challenging the transfer based upon alleged injury to the Basin or any party.

13  
14  
15 (g) Permanent Transfers within the City of San Buenaventura's Sphere of Influence.

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

24  
25 (h) Record Keeping. The Technical Advisory Committee, in conjunction with the  
26 Association, shall maintain a current list of: (i) all Individual Party Allocations set forth in Exhibit  
27 "B," including the well number from which each Individual Party Allocation is produced, and (ii)  
28



1 the City of San Buenaventura's allocation set forth in Paragraph 3(f), together with the quantity of  
2 annual and seven-year average production by each party.

3 12. Storage of Water. Artificially recharged water may be stored within the Basin's  
4 available storage space provided that the following conditions are satisfied:

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

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

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

10 (d) The storage program will not cause injury to any vested rights.

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

16 13. Forfeiture. It is in the interest of sound Basin management that no party be  
17 encouraged to take or use more water than is actually required. Failure to produce all of the water  
18 to which a party is entitled under this Judgment shall not, in and of itself, be deemed to constitute an  
19 abandonment or forfeiture of such party's right, either in whole or in part. Abandonment, forfeiture  
20 or extinction of any pumping allocation or right decreed herein shall occur only upon written  
21 election filed by the party, or upon motion filed by any party or the Technical Advisory Committee,  
22 and after hearing thereon. in either case, such loss of right shall be expressly confirmed by order of  
23 this Court.  
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1           14.    Inter-Basin Litigation. In the event of future litigation between any party to this  
2 action and water users or water rights holders in basins contiguous or adjacent to the Basin, the  
3 parties hereto shall exercise good faith cooperation to preserve and protect their collective pumping  
4 allocations settled and determined under this Judgment.

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

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

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

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

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

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

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

21           (d)    Other than for transfers, as provided for in Section 11, prior to any party or the  
22 Technical Advisory Committee filing a motion for judicial review or dispute resolution under this  
23 Judgment, the party shall provide written notice of its intention, together with a brief summary of  
24 the basis for the request, to United, the City and the Association. Upon receipt of such request and  
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1 within 30 days from the date of the notice, United, the City and the Association shall meet to  
2 attempt promptly to resolve the dispute without resort to judicial action. This provision shall not  
3 apply in the event of an emergency, either Class I or Class II.  
4  
5

6 Dated: August 24, 2010

7 Hon. Vincent O'Neil  
8 Judge of the Superior Court  
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Exhibit C-1-a

# BOL DARY OF SANTA PAULA GR JNDWATER BASIN SETTLEN. ENT

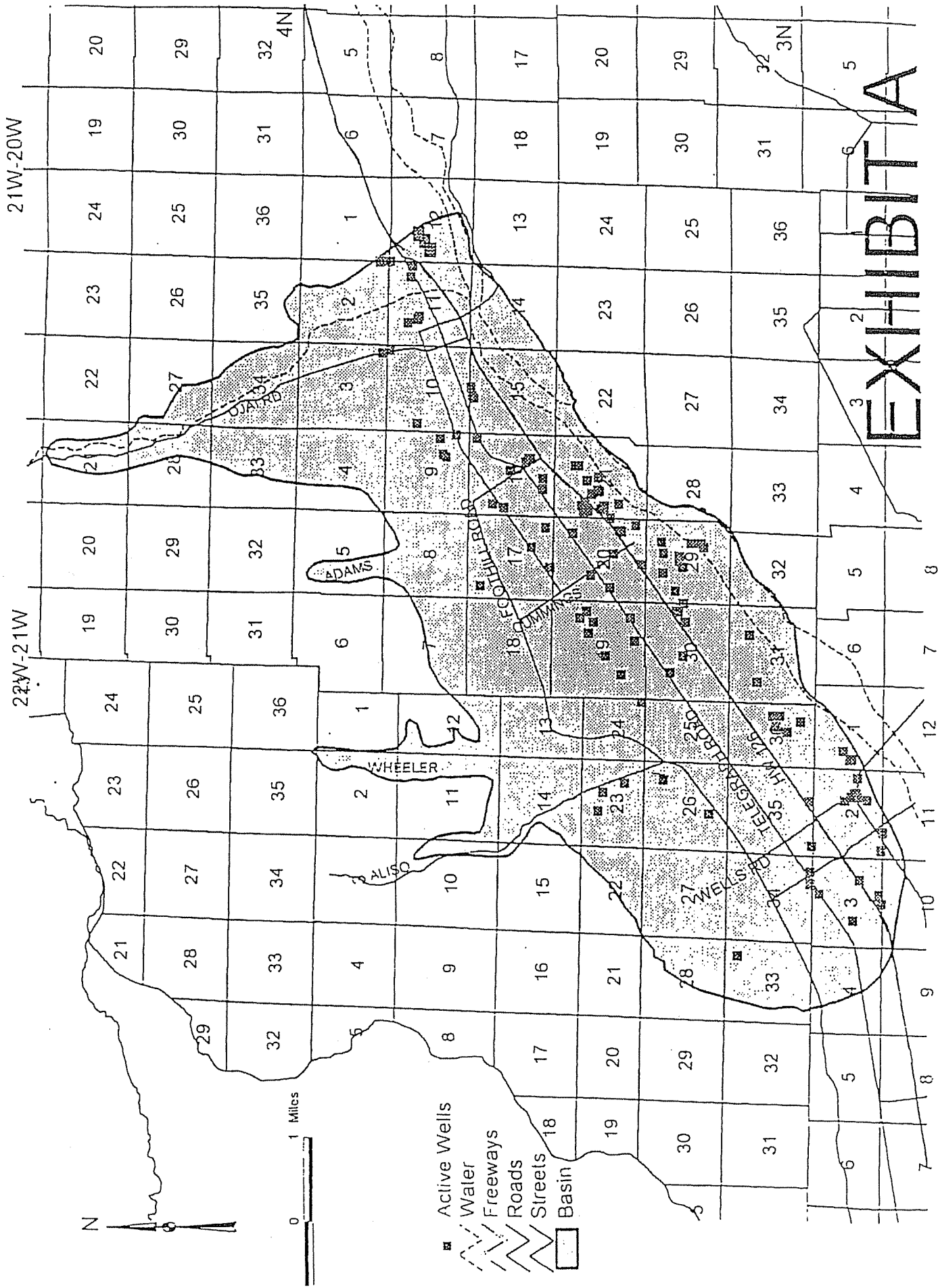


Exhibit C-1-b

# EXHIBIT "B"

## Table "A" Santa Paula Groundwater Basin Individual Party Allocations

7/2/2010

Acre Feet	Party Name	Well Number	Predecessor	Acre Feet	Successor	Acre Feet	Contact Person	Default SPBA Dues
0.0	ABC Rubarb Farms	03N21W-16P01			Bender Realty Ltd	31.1	Ron Hendren	
1.8	Aliso Vista Ranch	03N22W-23O01			Minero Gilberto	1.1	Roger Orr	
0.0	Alsono, Andrew	03N21W-21M01						
758.1	Alta Mutual Water Company, Inc.	02N22W-02K07						
2.9	Arambula, Pedro	03N21W-21E02	Wallace, William	2.9	Utility Vault	5.8	Pedro Arambula	
0.0	Associated Concrete Products, Axell, Randall as Trustee of the Dortley E. Axell Trust	3N21W-29K03 D 3N21W16P02, 3N21W16P03			Bender Realty Ltd	362.3		
43.4	Basso Properties	03N21W-09I01	ABC Rubarb Farms	31.1			James L. Basso	
31.1	Bender Farms	03N21W-16P01	Axell, Randall as Trustee of the Dorothy E. Axell Trust	362.3			Ilan Bender	
507.1	Bender Realty LTD	3N21W16P02, 3N21W16P03	La Mesa Partnership #1	144.8				
100.8	Bilivhach Ranch	03N21W-17R01 03N22W-23F02			OBA Family Trust dtd 12-22-92 Held, Family Trust dtd 1-16-03 Held, Joann	7.9 7.9 44.8	C. E. Held	
0.0	Birky, Angie E. Trustee	3N21W-10E01	Pear Blossom Town & Country Market, Inc.	33.1	Wolfgang Van Cmielewski, Wolfgang	33.1		
0.0	Brucker, Frank R. as Trustee of the Frank R. Brucker Trust	03N21W-29E1, 3N21W-29C3			Brucker Family Trust	121.8	Michael Brucker	
176.5	Brucker Family Trust	3N21W-19Q1 03N21W-29E1, 3N21W-29C3	New Allocation, 2010 Frank R. Brucker as Trustee of the Frank R. Brucker Trust	54.7 121.8				
1.1	Canine Adoption and Rescue	03N21W-29B02	Lassich, Madeline	1.1			Sharon Clark	
673.0	Canyon Irrigation Company	03N21W-11F03, 3N21W-11E3, 3N21W-11F4	Santa Paula, City of	673.0			Peter T. Fallini	
99.3	Casa De Oro Ranch	03N21W-20F01					Jerry Friedrich	
50.7	Castaneda, Albert and Mary	03N21W-19L01	Eva Gregory as Trustee of the Gregory Family Trust	50.7			Albert Castaneda	
97.0	Coffman, Laura K. McAvoy, Successor Trustee of the Gladys Daily Coffman Trust dated June	03N22W-35N01					Laura K. McAvoy	
5,483.3	City of Santa Paula	03N21W-21B03 3N21W-9R5, 03N21W-11J02, 03N21W-15C06, 03N21W-16A02, 3N21W-16A3	John R. McConica II et al.	70.8	Canyon Irrigation Company	673.0	Public Works Director	
93.6	Clow, Nola as Trustee of the Monte Clow Estate	3N21W20I04 03N21W-20A02	New Allocation, 2010	60.0			Roger Clow	
0.0	Conklin, Patricia	03N21W-21D02			Zimmerman, Wade & Patricia B	2.7		

# EXHIBIT "B"

## Table "A" Santa Paula Groundwater Basin Individual Party Allocations

7/2/2010

Acres	Party Name	Well Number	Predecessor	Acres	Successor	Acres	Contact Person	Default SRPBA Dues
172.2	County of Ventura, General Services Agency	03N/21W-29E01, 03N/21W-30H08, 3N/21W-30H02					Paul S. Grossgold	
131.0	County of Ventura, General Services Agency	02N/22W-02G01					Paul S. Grossgold	
0.0	Cummings, Paul R. and Irene & Sons	03N/21W-19L01			Jamie L. Santana Family Trust	50.7		
282.3	Campbell Dan	03N/21W-19R01	Evergreen Ranch AKA San Miguel Products	282.3			Peter T. Fallini	\$20,622
9.6	Dabney, George & Rebecca Trust Inter Vivos	3N/22W-26B1	New Allocation, 2010	9.6				
321.2	Dickenson, D&P Dickenson Family Revocable Trust, Louise Dickenson, Bruce E. Dickenson, Virginia Dickenson, Reed and	03N/21W-10M01	Flying-D Ranch	321.2			Bruce Dickenson	
0.9	Dominguez, G.	03N/21W-12E07						
0.0	Evergreen Ranch AKA San Miguel Products	03N/21W-19R01			Campbell, Dan	282.3		
9,913.2	Farmers Irrigation Company, Inc.	03N/21W-09R04, 03N/21W-12E04, 03N/21W-12E08, 03N/21W-12F03, 03N/21W-16K01, 03N/21W-16K02, 03N/21W-16K03, 03N/21W-19H07, 3N/21W-19G4, 3N/21W-12F6	Southern California Edison Co	9.5			Peter T. Fallini	
		03N/21W-15C02, 03N/21W-15C04	Thermal Belt Mutual Water Company	497.3				
201.4	Finch, J.J. & H.H.	03N/22W-34Q02			Jamie L. Santana Family Trust	78.4	Jim Finch	
0.0	Galbreath Brothers, Inc.	3N/22W-26B1	New Allocation, 2010	9.6				
42.8	Gilbert, Patricia L., Trustee of the Gilbert Family Survivor's	03N/21W-16E01	La Mesa Partnership #1	42.8			Patricia L. Gilbert	
101.8	Gooding Ranch (John F. Gregory, Eva as Trustee of the Gregory Family Trust	03N/21W-09K02			Jamie L. Santana Family Trust	50.7	John F. Gooding	
97.6	Grether, Elizabeth Broome, Ann B. Priske, John S. Broome Jr. as Trustee of the John S. Broome	03N/22W-35Q02					John S. Broome	
129.2	Hadley-Williams Partnership	02N/22W-03E01					James W. Williams	
21.9	Hampton Canyon Ranch	03N/21W-19A02					Robert G. Leslie	



# EXHIBIT "B"

## Table "A" Santa Paula Groundwater Basin Individual Party Allocations

7/2/2010

Acre Feet	Party Name	Well Number	Predecessor	Acre Feet	Successor	Acre Feet	Contact Person	Default SPBPA Dues
7.9	Held, Family Trust dtd 1-16-03	03N/22W-23F02	Billwback Ranch	11.9			Joann Held	
44.8	Held, Joann	03N/22W-23F02	Billwback Ranch	40.8			Joann Held	
0.0	Juanamaria Land Company	02N/22W-03E01	City of San Buenaventura	220.0				
37.5	Kimura, Albert	03N/21W-11H03						
0.0	Kimura, Tama	03N/21W-11H01			The McGaelic Group	55.9		
0.0	La Mesa Partnership #1	3N/21W-17R01			Twylford	101.2		
					Bender Realty LTD	144.8		
					McGaelic Group	180.7		
0.0	Lassich, Madeline	03N/21W-29B02			Canine Adoption and Rescue League	1.1		
297.0	Leavens Ranches	03N/22W-24R01, 2N/22W-3F2					Leslie Leavens-Crowe	
3,611.2	Limoneira Company	03N/21W-01N02, 03N/21W-02Q01, 03N/21W-02R02, 03N/21W-19G02, 03N/21W-30F01, 03N/21W-30H04, 03N/21W-31E03, 3N/21W-31L2					Harold Edwards	
		03N/21W-11A01	Newsom, Alice C. as Trustee of the Newsom Family Trust	138.1				
		See Limoneira	Wittenberg-Livingston Inc. *	300.0	Rancho Attilio			
6.0	Little Clara Ranch LLC	3N/22W34E01	Wittenberg-Livingston Inc. *	3.0	Rancho Attilio		Rob Brokaw	
		3N/22W34E01	Southern California Edison Co	3.0				
36.3	Malzacher, Fred H. & Elaine C. Trustees of the Fred H. Malzacher and Elaine C.	03N/21W-21G03	New Allocation, 2010	33.1			Fred H. Malzacher	
			Malzacher, Fred	3.2				
34.3	Martinez, Esther	3N/21W-29G02	New Allocation, 2010	34.3				
24.7	McConica, John II	2N/22W-3Q1					John McConica	
	McConica, John R. et al.	3N/21W21B3			City of San Buenaventura	5.8	John McConica	
	McConica, John R. II et al.	03N/21W-21B03			City of Santa Paula	70.8		
180.7	McGaelic Group	03N/21W-17R01	Tama Kimura	55.9			Beverly C. Gutierrez	
101.9	McGrath, John & Sons	03N/21W-21E05, 3N/21W-21E11,					Tim McGrath	
0.0	Newsom, Alice C. as Trustee of the Newsom Family Trust	03N/21W-11A01			Limoneira Company	138.1		
46.7	Nichols Associates	03N/22W-36H01, 03N/22W-36H02					Ron Nichols	
126.4	Nutwood Farms	03N/22W-36J01, 3N/22W-36J3					Samuel C. Myer	
7.9	OBA Family Trust dtd 12-22-92	03N/22W-23F02	Billwback Ranch	7.9			Ron Oba	

# EXHIBIT "B"

## Table "A" Santa Paula Groundwater Basin Individual Party Allocations

7/2/2010

Acre Feet	Party Name	Well Number	Predecessor	Acre Feet	Successor	Acre Feet	Contact Person	Default SPBPA Dues
193.9	Ort, Roger as Trustee of the Ort Family Trust	03N/21W-20I03, 3N/21W-20I2					Roger Ort	
38.6	Ortiz Trust - Joseph & Sons	03N/21W-30E01 3N/21W-30E2, 3N/21W-20H1	Tri-Leaf Nursery (Bruce Arikawa) New Allocation, 2010	8.8 29.8			Joe Ortiz	
410.3	Panamerican Seed, aka Ball Horticultural	03N/21W-20K01, 03N/21W-20M01, 03N/21W-20P02, 3N/21W-20F4	Panamerican Seed	410.3			Richard W. Brandon	
	Pear Blossom Town & County Market, Inc.	03N/21W-10E01, 3N/21W-10E2			Angie E. Birky Trustee	33.1		
116.0	Petty Ranch LP	03N/22W-36K04, 3N/22W-36K6	Petty & Petty	116.0			Don E. Petty Jr.	
62.1	Pinkerton, Dan C. and Susan V. Pinkerton, Co-Trustees of the	03N/21W-17P02	Robert L. Pinkerton & Sons	62.1			Dan Pinkerton	
39.1	Pinkerton, Arlene	3N21W17Q01	Pinkerton, W. B. Limited Partnership	39.1				
61.9	Pinkerton, Murray	03N/21W-21E01	Pinkerton, Wesley Estate	61.9				
0.0	Pinkerton, W. B. Limited	3N21W17Q01			Pinkerton, Arlene	39.1	Arlene Pinkerton	
291.2	Pinkerton, W. J. Estate Ranch #1 & #2	03N/21W-16E02, 3N/21W-29B4					Robert C. Pinkerton	
0.0	Pinkerton, Wesley Estate	03N/21W-21E01			Pinkerton, Murray	61.9	Murray Pinkerton	
0.0	Rancho Attilio	2N/22W-2Q01			Wittenberg-Livingston, Inc.	327.8		
					Vanoni, David or Mary - Mary Vanoni	8.0		
119.6	Rancho Filoso, LLC	03N/21W-09K03, 3N/21W-9K4					Anita Tate	
0.1	Ray, Richard T. and Ruth L.	03N/22W026P01	Ray, Richard	0.1			Richard Ray	
23.1	Regents of the University of	3N/22W-34R1					Doug Peters	
763.5	Riverbank Citrus, LLC	3N/22W-36K7, 3N/22W-36Q1	Headley Property Corporation	763.5			Rhett L. Searcy	
0.0	R.F. Robertson as Trustee of the Robertson Family Trust	03N/21W-17Q01			Santana, Jamie, L. Family Trust	39.1		
168.2	Santana, Jamie, L. Family Trust	03N/21W-19L01	Cummings, Paul R. and Irene & Sons	50.7			Jamie Santana	
		03N/21W-17Q01	R.F. Robertson as Trustee of the Robertson Family Trust	39.1				
134.0	Saticoy Foods Corp.	03N/21W-17Q01	Galbreath Brothers, Inc.	78.4			Jerry Hensley	
		03N/21W-30H03, 3N/21W-30H6, 3N/21W-30H9						
167.3	Sharp, J. M. Company	03N/21W-19M01					Greg Patterson	
126.7	Shores, John Family Partnership	03N/21W-20I04, 3N/21W-20R2					Tim McGrath	
66.2	Shozi Ventura, LLC	02N/22W-03B01	Shozi Brothers	66.2			Dennis Schozi	
108.6	Silva, Frank	02N/22W-01M03, 02N/22W-01M04						\$7,924

# EXHIBIT "B"

## Table "A" Santa Paula Groundwater Basin Individual Party Allocations

7/2/2010

Acres Feet	Party Name	Well Number	Predecessor	Acres Feet	Successor	Acres Feet	Contact Person	Default SPBPA Dues
0.0	Southern California Edison Co.	3N/22W-27N02 D			Farmers Irrigation Company, Inc. Little Clara Ranch LLC	9.5 3.0		
55.9	The McGahe Group	03N/21W-11H01					Beverly C Gutierrez	
107.5	The Nature Conservancy	3N/21W29K1, 03N/21W-29K02	Southern Pacific Milling	107.5			Rich Hadley	
0.0	Thermal Belt Mutual Water Company, Inc.	03N/21W-15C02, 03N/21W-15C04			Farmers Irrigation Company, Inc.	497.3		
0.0	Tri-Leaf Nursery (Bruce Arakawa)	3N/21W-30E01			Ortiz Trust - Joseph & Sons	8.8		
68.0	Tucker Ranch	02N/22W-03K02, 2N/22W-3K3					Kathleen Gistler	
101.2	Twyford Plant Laboratories, Inc	03N/21W-17R01	La Mesa Partnership #1	101.2				
5.8	Utility Vault	3N/21W-29K03 D	Associated Concrete Products, Inc.	5.8			Linda Gerardy	
8.0	Vanoni, David and Mary	02N/22W-02Q01	Rancho Attilio	8.0			David Vanoni	
13.0	Walking Beam Ranches	03N/21W-19G03					Ralph B. Bush	
0.0	Wallace, William	3N/21W-21E01			Arambula, Pedro	2.9		
9.8	We 5 Properties	02N/22W-02J03					Charles Vanoni	
27.6	Williams, James W. III	03N/22W-23G01					James W. Williams	
24.8	Wittenberg-Livingston Inc. *	02N/22W-02Q01	Rancho Attilio	327.8	Limoneira Company Little Clara Ranch LLC	300.0 3.0	Fran Gisham	
33.1	Wolfgang Van Chmielewski, Wolfgang	03N/21W-10E01, 3N/21W-10E2	Birky, Angie E. Trustee	33.1			Wolfgang Van Chmielewski	
31.0	Yoon Family Trust, (Soo Han Yoon)	2N/22W-3L01	New Allocation, 2010	31.0				
20.8	Zimmerman, Wade N. III and Patricia P. Zimmerman Trust	3N/21W-21E08 03N/21W-21D02	New Allocation, 2010 Conklin, Patricia	18.1 2.7			Wade Zimmerman	
27,514.6	Total Santa Paula Groundwater Basin IPA		New Allocation, 2010	280.2	Total Default SPBPA Dues			\$28,546

\* The Santa Paula Basin Pumpjacks Association and City of San Buenaventura are in the process of clarifying successions and allocations concerning the IPA originally allocated to Rancho Attilio, which was subsequently acquired by Wittenberg-Livingston Inc., and thereafter apportioned and transferred in part to the Limoneira Company, Little Clara Ranch, LLC, and David and Mary Vanoni.

Former Individual Party Allocation Acquired by City of San Buenaventura							
Acres Feet	Party Name	Well Number	Predecessor				
220.0	City of San Buenaventura	02N/22W-03E01	Juanamaria Land Company				
220.0	Total IPA Acquired by City of San Buenaventura						

# EXHIBIT "B"

Table "C" - Non-Stipulating Pumpers

2002-08 Average AFY Production	Name	Well Number	Contact Person	Contact Notes
3.1	Davis, Linda Trust	3N21W21E04	Linda Davis	After several phone conversations - not interested in signing, as of 6-3-10 phone no longer in service
0	Dominguez, G.	03N/21W-12E07		Have never been able to talk with this property owner
1.0	Garman, William	02N/22W-02N04	William Garman	Has continually said he is not interested
22.7	Grant Family Ranches, LLC	3N22W3E01	David Grant	Long conversations on the options/opportunities, but in the end he was not interested
1.1	Minero, Gilbert	03N/21W-21M01	Minero Gilbert	Talked with family several times but in the end they were not interested
3.7	Sanchez, Martin	3N/21W-21E6	Martin Sanchez	Talked with family several times but in the end they were not interested
3.3	Sullivan, Russell J.	3N21W21L1	Russell Sullivan	Talked with CPA for several months but in the end they said not interested
0	Ventura Unified School District	02N/22W-03P01	Joseph Richards	City of Buena Ventura pursuing
2	Vint, Thomas H.	03N/21W-21E03	Thomas Vint	Appeared interested in getting information regarding the Adjudication but in the end he was not interested.
6.0	Westerdale Trust	03N/21W-21G01	Westerdale	City of Santa Paula pursuing
42.9	Total Average AFY Production (Average 2002-2008)			

# EXHIBIT "B"

## Table "B" - De Minimus Producers

(Production Not to Exceed 5 AFY)

Party Name	Well Number	Contact Person
Chapman, Kenneth	3N/21W21F1	Ken Chapman
Chavez, Joel and Carmen	3N/21W21E07	Joel Chavez
Rogers, Charles W., Jason C. Rogers, and Aaron W. Rogers	2N/22W-1M2	Chuck Rogers
Santa Paula Airport Association	3N21W14D01	Rowena Mason

Exhibit C-1-c

**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 C-1-d



## Exhibit D – Water Rights Grant Deed Example

NO TAX DUE

Space above this line for Recorders use

APN: \_\_\_\_-\_\_\_\_-\_\_\_\_

### **WATER RIGHTS GRANT DEED**

[COMPLETE NAME OF GRANTOR], as Grantor herein, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to:

[COMPLETE NAME OF GRANTEE], and its successors or assigns, as Grantee herein, all that certain real property in the County of Ventura, State of California, described as:

\_\_\_\_\_ acre-feet of Individual Party Allocation as adjudicated to the Santa Paula Basin Pumpers Association to be held in trust for the benefit of Grantor *[or Grantor's predecessor, name predecessor]* in the Judgment entered in the case, *United Water Conservation District v. City of San Buenaventura*, Ventura County Superior Court, 1996, Case No. 115611 ("Adjudication"). The \_\_\_\_\_ acre-feet of Individual Party Allocation, which is the subject of this Deed, together with the attendant rights, powers and privileges pertaining thereto, are hereafter referred to as the "Water Rights."

The Water Rights originally developed from the historic extraction of groundwater from a well located upon that certain real property described with particularity in the attached Exhibit "A" ("Property"), which is presently referred to as Assessor Parcel Number \_\_\_\_-\_\_\_\_-\_\_\_\_ by the Ventura County Recorder. Within five (5) days of the execution of this Water Rights Grant Deed, Grantor shall record this Water Rights Grant Deed with the Ventura County Recorder to provide notice of the conveyance of the Water Rights as provided herein.

#### **Grantor**

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Print Name]

#### **Grantee**

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Print Name]

**Exhibit D – Water Rights Grant Deed Example**

**Exhibit A**

**Legal Description of Land Upon Which the Water Rights Originated**

**Exhibit D – Water Rights Grant Deed Example**

STATE OF CALIFORNIA                    )  
  ) ss.  
-COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

# Exhibit D

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**EXHIBIT D**

DECLARATION OF FRANK BROMMENSCHENKEL

I, FRANK BROMMENSCHENKEL, declare:

1. I have personal knowledge of the facts stated herein and if called as a witness in the above-captioned action can competently testify thereto.

2. I have served as a technical expert and consultant to the Santa Paula Basin Pumpers Association ("SPBPA") before and after entry of the Judgment ("Judgment") in this action.

3. The Judgment provides for the allocation of available groundwater from the Santa Paula Groundwater Basin ("Basin") among the parties to the Judgment.

4. The SPBPA is a non-profit, mutual-benefit corporation, which was established to represent the interests of all entities who possess rights to pump water from the Basin for reasonable and beneficial use other than the City of San Buena Ventura. The Judgment allocated a certain cumulative pumping allocation to the SPBPA of 27,500 acre-feet per year. This cumulative allocation is held in trust by the SPBPA for its members and certain identified nonparties, and is distributed among the members according to the Individual Party Allocations ("IPA") defined in Section 3 of the Judgment.

5. Section 3 of the Judgment identified 16 additional well owners that were not joined as parties at the time of the adjudication, and sets forth designated IPA for each of them.

6. The Judgment requires the SPBPA to obtain the voluntary joinder of these identified non-party well owners. Since the entry of the Judgment, the SPBPA has already successfully joined ten of the original 16 identified non-parties by stipulated intervention.

1           7.       Several well owners were also not identified in the Judgment because United  
2 Water Conservation District was not aware of their identity or groundwater production at the time  
3 of the adjudication.

4           8.       Furthermore, a few well owners have drilled wells within the Basin since the entry  
5 of the Judgment without intervening in the Judgment.

6           9.       As its consultant, I have assisted the SPBPA to identify and seek these  
7 unidentified pumpers' voluntary intervention, both previous to and concurrent with the Motion to  
8 Amend and Restate the Judgment.

9           10.      Over the past year, I have succeeded in gaining the stipulation to intervention of an  
10 additional eleven nonparty well owners that now desire to stipulate to become parties to the  
11 Judgment and to join the SPBPA.

12           11.      The Judgment amendments propose to grant to each of these new parties either:  
13 (1) An Individual Party Allocation ("IPA") that represents the lesser of either: (a) the average  
14 annual quantity produced before entry of the Judgment, or (b) the average annual quantity  
15 produced during the last seven years; or (2) A *de minimus* allocation of five (5) acre-feet, as  
16 described in the proposed Amended Judgment.

17           12.      There are ten well owners within the Basin that refused to stipulate to become a  
18 party to the Judgment despite extensive efforts by the SPBPA and the City to contact these well  
19 owners and encourage them to stipulate. Over the past year, I have personally spoke to each of  
20 the well owners listed in Table "C" of Exhibit "B" to the proposed Amended Judgment, and  
21 explained the Judgment, the proposed amendments to the Judgment, and the benefits of  
22 stipulating and becoming a party to the Judgment. However to date, these well owners have  
23 refused to execute a stipulation.

1           13.     I have attended each of the numerous Technical Advisory Committee meetings at  
2 which the proposed Judgment Amendments were negotiated and developed. I believe the  
3 proposed amendments are fair to all parties and are necessary to improve the Judgment to better  
4 manage the Basin as a community water supply.

5           I declare under penalty of perjury under the laws of the California that the foregoing is  
6 true and correct, and that this declaration was executed in the County of Ventura, California on  
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8  
9 June 30, 2010

  
FRANK BROMMENSCHENKEL

# Exhibit E



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**EXHIBIT E**

**DECLARATION OF TONY MORGAN**

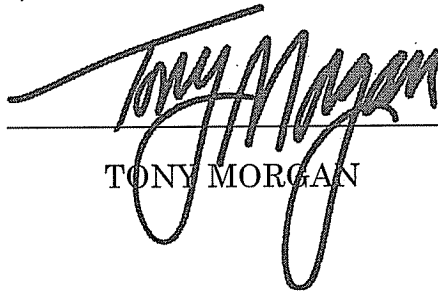
1. I am the Groundwater Department Manager for the United Water Conservation District ("District").

2. Based upon data collected and studies performed by the District, in recent years there has occurred a gradual decline in groundwater levels in the Santa Paula Basin ("Basin"). The observed decline in groundwater levels is a matter of some concern, but the decline has not been abrupt and further monitoring and research is necessary to determine the cause of the decline and the most appropriate and cost-effective remedial action should this trend continue. The Technical Advisory Committee ("TAC") proposes to continue to monitor and report to the Court regarding the Basin's groundwater levels and hydrogeological conditions, and to conduct further research during the next 12 to 24 months to: (a) determine the cause of the long-term gradual decline in the groundwater elevations; and (b) attempt to formulate remedial actions to reverse the problem should it persist. A description of the TAC's proposed action plan is described on pp. 2-3 of the Santa Paula Basin 2008 Annual Report.

3. The TAC does not anticipate significant new groundwater production pursuant to the proposed de minimus pumping allocation provisions because the costs of drilling and operating a well will typically outweigh the commercial/industrial benefit of accessing only 5-acre-feet per year of groundwater. Therefore, the TAC does not expect any material adverse impacts to the Basin from the establishment of a de minimus allocation.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on June 29, 2010, at Santa Paula, California.

  
TONY MORGAN