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Courts Executive Officer and Clerk

7
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9 Defendant and Cross-Complainant

BY: _____, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

UNITED WATER CONSERVATION)
DISTRICT,)

CASE NO. 115611

Petitioner and Plaintiff,)

(Complaint filed
April 9, 1991)

vs.)

JUDGMENT

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.)

RECITALS

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

19
20 (b) Complaint in Intervention. By stipulation and order
21 filed June 18, 1991, pumpers from the Santa Paula Basin were
22 allowed to intervene. By stipulation and order filed February 20,
23 1996, plaintiffs in intervention were allowed to file a first
24 amended complaint in intervention naming the following Santa Paula
25 Basin pumpers as plaintiff intervenors: Limoneira Company, Alta
26 Mutual Water Company, Inc., Aliso Vista Ranch, Associated Concrete
27 Products, Inc., Farmers Irrigation Company, Inc., Hampton Canyon
28 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 Galbreath 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, Shozi Brothers, Tri-Leaf Nursery (Bruce
24 Arikawa), Tucker Ranch, William Wallace, James W. Williams III.
25 Interveners sought an adjudication of water rights in the Santa
26 Paula Basin.

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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 Intervenors, 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. Intervenors 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. Intervenors 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 Intervenors 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.

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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	✓Galbreath 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	3,173.1
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		
21	✓ Petty & Petty	116.0
22	✓ Robert L. Pinkerton & Sons	62.1
23	✓ Wesley Pinkerton Estate	61.9
24	✓ W. B. Pinkerton Limited Partnership	39.1
25	✓ W. J. Pinkerton Estate Ranch #1 & #2	291.2
26	✓ Rancho Attilio	335.8
27	✓ Rancho Filoso	119.6
28	✓ R. F. Robertson as Trustee of the Robertson Family Trust	39.1

1	<u>Party Name</u>	<u>Individual Party Allocations</u>
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

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<u>Party Name</u>	<u>Individual Party Allocations</u>
✓ 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(c). In the event the combined pumping of the Association and the nonparties exceed the Association's allocation as provided in Paragraph 3(c), 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. Under no circumstances shall the combined production by members of the 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 Intervenors, or any of them, caused by the City's emergency
9 pumping; and provided that if the Intervenors 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 Intervenors. 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

BOUNDARY OF SANTA PAULA GROUNDWATER BASIN SETTLEMENT

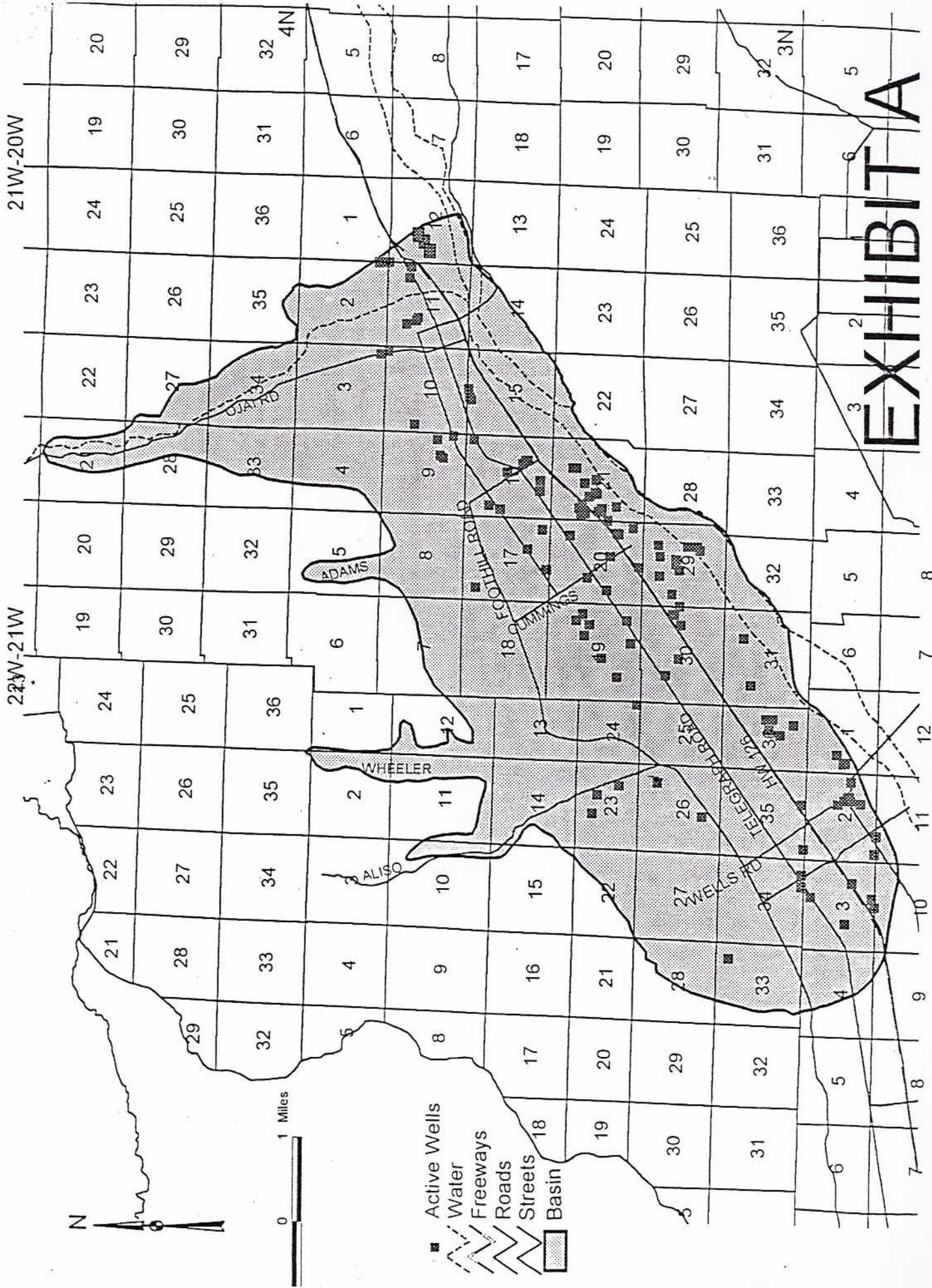


EXHIBIT A

**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	GALBREATH/PINKERTON/ROBERTSON
02N/22W-02N04	WILLIAM GARMAN
03N/21W-09K02	GOODING RANCH
03N/21W-19L01	GREGORY/CUMMINGS
03N/22W-35Q02	ELIZABETH GREYER
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	MADLINE 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

EXHIBIT "B"

Page 2 of 5

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

EXHIBIT "B"

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

EXHIBIT "B"

Page 4 of 5

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"