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RUSSELL M. MCGLOTHLIN (State Bar No. 208826)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, California 93101
Telephone: (805) 963-7000
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Special Counsel for, Santa Paula Basin Pumpers Association

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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:
Honorable Glen M. Reiser
Department 40

**NOTICE OF RULING AND ENTRY OF ORDER
AMENDING AND RESTATING JUDGMENT**

**(Post Judgment Proceeding, Judgment Entered
March 7, 1996)**

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

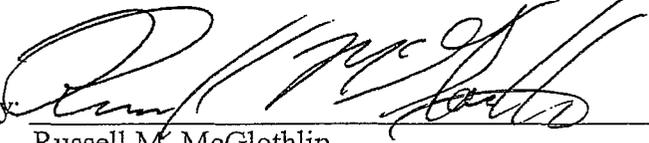
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TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on September 10, 2010, a Ruling and Order was entered in the above captioned matter by the Honorable Glen M. Reiser, granting the Motion to Amend and Restate Judgment heard on August 24, 2010. A true and correct copy of said Ruling and Order is attached hereto as "Exhibit 1."

Dated: September 23, 2010

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: 

Russell M. McGlothlin
Attorneys for Santa Paula Basin Pumpers Association

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PROOF OF SERVICE

I, Maria Klachko-Blair, declare:

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action. My business address is Brownstein Hyatt Farber Schreck LLP, 21 E. Carrillo Street, Santa Barbara, California 93101. I am over the age of eighteen years and not a party to the action in which this service is made.

On September 24, 2010, I served the document described as:

NOTICE OF RULING AND ENTRY OF ORDER AMENDING AND RESTATING JUDGMENT

on the interested parties in this action by enclosing the document(s) in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

- BY MAIL: I am "readily familiar" with this firm's practice for the collection and the processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, the correspondence would be deposited with the United States Postal Service at 21 E. Carrillo Street, Santa Barbara, California 93101, with postage thereon fully prepaid the same day on which the correspondence was placed for collection and mailing at the firm. Following ordinary business practices, I placed for collection and mailing with the United States Postal Service such envelope at Brownstein Hyatt Farber Schreck LLP, 21 E. Carrillo Street, Santa Barbara, California 93101.
- BY FEDERAL EXPRESS UPS NEXT DAY AIR OVERNIGHT DELIVERY: I deposited such envelope in a facility regularly maintained by FEDERAL EXPRESS UPS Overnight Delivery [specify name of service:] with delivery fees fully provided for or delivered the envelope to a courier or driver of FEDERAL EXPRESS UPS OVERNIGHT DELIVERY [specify name of service:] authorized to receive documents at Brownstein Hyatt Farber Schreck LLP, 21 E. Carrillo Street, Santa Barbara, California 93101, with delivery fees fully provided for.
- BY FACSIMILE: I telecopied a copy of said document(s) to the following addressee(s) at the following number(s) in accordance with the written confirmation of counsel in this action.
- [State] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- [Federal] I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 24, 2010, at Santa Barbara, California.



MARIA KLACHKO-BLAIR

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PROOF OF SERVICE MAILING LIST

United Water Conservation District vs. City of San Buenaventura
Plaintiff and Defendant

Limoneira Company, Alta Mutual Water Co.,
Intervenors

City of San Buena Ventura vs. Limoneira Company, Alta Mutual Water Co.
Cross-Complainant and Cross-Defendants

Ventura County Superior Court Case No. CV115611

Robert M. Sawyer Esq.
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400 Capitol Mall, Suite 1650
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Santa Paula Basin Pumper's Association
Pete Fallini, Chairman
133 North 10th Street
Santa Paula, CA 93060

City of Santa Paula
Jaime Fontes, City Manager
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Santa Paula, CA 93061

Frank Brommenschenkel
DBA Frank B & Associates
134 Davis
Santa Paula, CA 93060

United Water Conservation District
Attn: Tony Trembly
106 N. 8th Street
Santa Paula, CA 93060

City of Ventura
Ariel Calonne
501 Poli Street
Ventura, CA 93002

Exhibit 1

BROWNSTEIN HYATT FARBER SCHRECK, LLP
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Santa Barbara, CA 93101

1 RUSSELL M. MCGLOTHLIN (State Bar No. 208826)
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5 Attorneys for Defendant
SANTA PAULA BASIN PUMPERS ASSOCIATION

VENTURA
SUPERIOR COURT
FILED
SEP 10 2010

BY: MICHAEL S. BLANCK
ESCALANTE COURT REPORTER
JESSICA BROWN, Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF VENTURA

11 UNITED WATER CONSERVATION
DISTRICT,

12 Plaintiff,

13 vs.

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

16 Defendant.

Case No. CV115611

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

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

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

18 Intervenors,

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

19 CITY OF SAN BUENAVENTURA,

20 Cross-Complainant,

21 vs.

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

23 Cross-Defendants.
24
25

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

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

3 **THE COURT FINDS** that:

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

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

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

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

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

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

28 ///

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.
4

5
6 Date: August 23, 2010

V. J. O'Neill Jr.
Honorable Vincent J. O'Neill Jr. *Glen Ridge*
Ventura County Superior Court Judge

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

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RECITALS

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

14
15 (b) Complaint in Intervention. By stipulation and order filed June 18, 1991, pumpers
16 from the Santa Paula Basin were allowed to intervene. By stipulation and order filed February 20,
17 1996, plaintiffs in intervention were allowed to file a first amended complaint in intervention
18 naming the following Santa Paula Basin pumpers as plaintiff intervenors: Limoneira Company, Alta
19 Mutual Water Company, Inc., Aliso Vista Ranch, Associated Concrete Products, Inc., Farmers
20 Irrigation Company, Inc., Hampton Canyon Ranch, Leavens Ranches, John McConica II, John
21 McGrath & Sons, Nichols Associates, Petty & Petty, Robert L. Pinkerton & Sons, Rancho Attilio,
22 Rancho Filoso, J. M. Sharp Company, Southern Pacific Milling, Thermal Belt Mutual Water
23 Company, Inc., Walking Beam Ranches, We 5 Properties, Randall Axell as Trustee of the Dorothy
24 E. Axell Trust, Basso Properties, Billiwhack Ranch, Frank R. Brucker as Trustee of the Frank R.
25 Brucker Trust, Casa De Oro Ranch, Nola Clow as Trustee of the Monte Clow Estate, Gladys Daily
26 Coffman, Paul R. and Irene Cummings & Sons, Flying-D Ranch, Evergreen Ranch AKA San
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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, Shozi 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.
21

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
28

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".

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

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

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

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
24 (b) The Technical Advisory Committee shall monitor and annually report the individual
25 and cumulative groundwater production from the Basin. Any party may initiate legal proceedings
26 to compel the joinder of any nonparty that is producing or seeks to produce groundwater from the
27 Basin, and this Judgment shall not be construed to otherwise limit any remedy to which any party
28

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

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

11 (d) To the extent that the City of San Buenaventura pumps water from the Basin at the
12 request of Alta Mutual Water Company for delivery to the Company's customers, such amounts of
13 water shall be charged against the allocation attributable to Alta Mutual Water Company and not
14 against the City's allocation. The City of San Buenaventura shall report annually to the Association
15 the amount of all water delivered from the Basin on behalf of the Alta Mutual Water Company.
16

17 (e) The Court finds that production of groundwater by any party of less than five (5)
18 acre-feet per year is not likely to be detrimental to the Santa Paula Basin or cause injury to any
19 interest related to the Basin. Accordingly, a *de minimus* pumping allocation of five (5) acre-feet per
20 year is established per well per parcel. Production pursuant to a *de minimus* pumping allocation
21 shall be distinguished and accounted for separately from Individual Party Allocation, provided that
22 a Party possessing an Individual Party Allocation of less than five (5) acre-feet may produce up to
23 five (5) acre-feet, in which case the difference between five (5) acre-feet and the Party's Individual
24 Party Allocation shall constitute *de minimus* pumping allocation. Further, in the event a landowner
25 that is not a party to this action seeks to pump groundwater from the Basin as a *de minimus* pumper,
26 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.
6

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.

17
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.

23
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.

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

7 6. Overdraft. Upon motion and hearing as provided in Paragraph 5(a), if the Court
8 finds that the safe yield of the Basin is less than the total pumping allocations provided in
9 Paragraphs 3 (a) and 3(f), reductions in pumping shall be required in the following order of priority:

10 (a) Stage 1. The cumulative pumping allocation of the Santa Paula Basin Pumpers
11 Association set forth in Paragraph 3(a) shall be reduced by 500 acre-feet annually, such reduction
12 reflecting reasonable conservation that can be achieved.
13

14 (b) Stage 2. The pumping allocation of the City of San Buenaventura set forth in
15 Paragraph 3(f) shall be reduced to 1,141 acre-feet annually to reflect the City's annual historical
16 maximum production prior to commencement of this action.

17 (c) Stage 3. The remaining pumping allocations of the parties shall be further reduced
18 simultaneously as follows: (i) the Santa Paula Basin Pumpers Association's cumulative annual
19 allocation set forth in Paragraph 3(a), as reduced to reflect any allocation acquired by the City of
20 San Buenaventura from Association members pursuant to Section 11, or otherwise, shall be
21 reduced by 2,000 acre-feet, and (ii) the City of San Buenaventura's allocation set forth in Paragraph
22 3(f) shall be reduced to 641 acre-feet annually.
23

24 (d) Stage 4. The remaining pumping allocations of the parties shall be further reduced
25 simultaneously as follows: (i) the Santa Paula Basin Pumpers Association's cumulative annual
26 allocation set forth in Paragraph 3(a), as reduced to reflect any allocation acquired by the City of
27 San Buenaventura from Association members pursuant to Section 11, or otherwise, shall be reduced
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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.
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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
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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
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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
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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
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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
 6 15. Injunction. The parties and each of them, and their agents, successors and assigns,
 7 are enjoined from extracting any more water from the Santa Paula Basin than is permitted under this
 8 Judgment, and from otherwise violating the terms hereof.

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

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

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

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

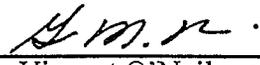
18 (b) to determine any dispute between or among the parties concerning the Judgment; and

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

23
 24 (d) Other than for transfers, as provided for in Section 11, prior to any party or the
 25 Technical Advisory Committee filing a motion for judicial review or dispute resolution under this
 26 Judgment, the party shall provide written notice of its intention, together with a brief summary of
 27 the basis for the request, to United, the City and the Association. Upon receipt of such request and
 28

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
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6 Dated: August 24, 2010


7 Hon. Vincent O'Neil *Gla M. Rein*
8 Judge of the Superior Court
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BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

Exhibit A

Exhibit 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 SPBPA Dues
0.0	ABC Rubarb Farms	03N/21W-16P01			Bender Reality Ltd	31.1		
1.8	Aliso Vista Ranch	03N/22W-23Q01					Ron Hendren	
0.0	Alsono, Andrew	03N/21W-21M01			Minero Gilberto	1.1		
758.1	Alta Mutual Water Company, Inc.	02N/22W-02K07					Roger Orr	
2.9	Arambula, Pedro	03N/21W-21E02	Wallace, William	2.9			Pedro Arambula	
0.0	Associated Concrete Products,	3N/21W-29K03 D			Utility Vault	5.8		
0.0	Axell, Randall as Trustee of the Dorthey E. Axell Trust	3N/21W16P02, 3N/21W16P03			Bender Reality Ltd	362.3		
43.4	Basso Properties	03N/21W-09J01					James L. Basso	
31.1	Bender Farms	03N/21W-16P01	ABC Rhubarb Farms	31.1			Ilan Bender	
507.1	Bender Reality LTD	3N/21W16P02, 3N/21W16P03	Axell, Randall as Trustee of the Dorothy E. Axell Trust	362.3			Ilan Bender	
		03N/21W-17R01	La Mesa Partnership #1	144.8				
100.8	Billiwhack Ranch	03N/22W-23F02			OBA Family Trust dtd 12-22-92	7.9	C. E. Held	
					Held, Family Trust dtd 1-16-03	7.9		
					Held, Joann	44.8		
0.0	Birky, Angie E. Trustee	3N/21W-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	03N/21W-29E1, 3N/21W-29C3			Brucker Family Trust	121.8		
176.5	Brucker Family Trust	3N/21W-19Q1	New Allocation, 2010	54.7			Michael Brucker	
		03N/21W-29E1, 3N/21W-29C3	Frank R. Brucker as Trustee of the Frank R. Brucker Trust	121.8				
1.1	Canine Adoption and Rescue	03N/21W-29B02	Lassich, Madeline	1.1			Sharon Clark	
673.0	Canyon Irrigation Company	03N/21W-11F03, 3N/21W-11E3, 3N/21W-11F4	Santa Paula, City of	673.0			Peter T. Fallini	
99.3	Casa De Oro Ranch	03N/21W-20F01					Jerry Friedrich	
50.7	Castaneda, Albert and Mary	03N/21W-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	03N/22W-35N01					Laura K. McAvoy	
5,483.3	City of Santa Paula	03N/21W-21B03	John R. McConica II et al.	70.8			Public Works Director	
		3N/21W-9R5, 03N/21W-11J02, 03N/21W-15C06, 03N/21W-16A02, 3N/21W-16A3			Canyon Irrigation Company	673.0		
93.6	Clow, Nola as Trustee of the Monte Clow Estate	3N/21W20J04	New Allocation, 2010	60.0			Roger Clow	
		03N/21W-20A02						
0.0	Conklin, Patricia	03N/21W-21D02			Zimmerman, Wade & Patricia B	2.7		

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
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					Jim Finch	
0.0	Galbreath Brothers, Inc.	03N/21W-17Q01			Jamie L. Santana Family Trust	78.4		
9.6	Garcia, Elias & Gualupe	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.	03N/21W-09K02					John F. Gooding	
0.0	Gregory, Eva as Trustee of the Gregory Family Trust				Jamie L. Santana Family Trust	50.7		
97.6	Grether, Elizabeth Broome, Ann B. Piske, 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	Billiwhack Ranch	11.9			Joann Held	
44.8	Held, Joann	03N/22W-23F02	Billiwhack 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			Twyford	101.2		
					Bender Reality 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	3N22W34E01	Wittenberg-Livingston Inc.*	3.0	Rancho Attilio		Rob Brokaw	
		3N22W34E01	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 Malzacher, Fred	33.1 3.2			Fred H. Malzacher	
34.3	Martinez, Esther	3N21W-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	Billiwhack 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	Orr, Roger as Trustee of the Orr Family Trust	03N/21W-20J03, 3N/21W-20J2					Roger Orr	
38.6	Ortiz Trust - Joseph & Sons	03N/21W-30E01	Tri-Leaf Nursery (Bruce Arikawa)	8.8			Joe Ortiz	
		3N/21W-30E2, 3N/21W-20H1	New Allocation, 2010	29.8				
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 & Country 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. Pinkerson & 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				
		03N/21W-17Q01	Galbreath Brothers, Inc.	78.4				
134.0	Saticoy Foods Corp.	03N/21W-30H03, 3N/21W-30H6, 3N/21W-30H9					Jerry Hensley	
167.3	Sharp, J. M. Company	03N/21W-19M01					Greg Patterson	
126.7	Shores, John Family Partnership	03N/21W-20J04, 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

Acre Feet	Party Name	Well Number	Predecessor	Acre Feet	Successor	Acre Feet	Contact Person	Default SPBPA Dues
0.0	Southern California Edison Co.	3N/22W-27M02 D			Farmers Irrigation Company, Inc.	9.5		
					Little Clara Ranch LLC	3.0		
55.9	The McGaelic 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 Arikawa)	3N/21W-30E01			Ortiz Trust - Joseph & Sons	8.8		
68.0	Tucker Ranch	02N/22W-03K02, 2N/22W-3K3					Kathleen Gisler	
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	300.0	Fran Gitsham	
					Little Clara Ranch LLC	3.0		
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	New Allocation, 2010	18.1				
		03N/21W-21D02	Conklin, Patricia	2.7			Wade Zimmerman	
27,514.6	Total Santa Paula Groundwater Basin IPA		New Allocation, 2010	280.2			Total Default SPBPA Dues	\$28,646

* The Santa Paula Basin Pumpers 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 Aquired by City of San Buenaventura

Acre Feet	Party Name	Well Number	Predecessor	Acre Feet	Successor	Acre Feet	Contact Person	Default SPBPA Dues
220.0	City of San Buenaventura	02N/22W-03E01	Juanamaria Land Company					
220.0	Total IPA Aquired 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 Sanches	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 Buenaventura pursuing
2	Vint, Thomas H.	03N/21W-21E03	Thomas Vint	Apeared 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

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, ^{Aliso}~~Aliso 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 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

