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David H. Yamasaki
Chief Executive Officer/Clerk
Superior Court of CA, County of Santa Clara
Case #1-97-CV-770214 Filing #G-62523
By R. Walker, Deputy

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

SANTA MARIA VALLEY WATER
CONSERVATION DISTRICT,

Plaintiff,

vs.

CITY OF SANTA MARIA, ET AL.,

Defendants.

**SANTA MARIA GROUNDWATER
LITIGATION**

**(Assigned to Judge Huber for All
Purposes)**

Lead Case No. 1-97-CV-770214
(CONSOLIDATED FOR ALL
PURPOSES)

[Consolidated with Case Numbers;
CV784900; CV785509; CV785522;
CV787150; CV784921; CV785511;
CV785936; CV787151; CV784926;
CV785515; CV786971; CV787152;
CV790597; CV790599; CV790803;
CV790741]

San Luis Obispo County Superior Court
Case Nos. 990738 and 990739

**AMENDED JUDGMENT PER
DECISION OF SIXTH DISTRICT
APPELLATE DISTRICT (#2)**
(Amendments in Italics)

The Original Judgment in this action, signed by the Honorable Jack Komar, was filed on January 25, 2008, and included multiple exhibits. Those exhibits, also filed on January 25, 2008, are incorporated in this Amended Judgment as if set forth fully herein. The case was appealed

1 and, on November 21, 2012, the Sixth District Appellate Court issued a published opinion
2 directing the Court to modify the Judgment to declare appellants' overlying rights to native
3 groundwater prior to the rights of all appropriators less the amount to which the City of Santa
4 Maria and Golden State Water are entitled pursuant to their prescriptive rights and to reconsider,
5 if necessary, the prevailing party determination and allocation of costs.

6 The Trial Court was further directed to modify the Judgment to clarify that respondents'
7 rights to groundwater added to the Basin by operation of the Twitchell Project will not invade
8 appellants' overlying rights.

9 The Court reviewed briefs and conducted a hearing on January 17, 2014 regarding said
10 direction. The Court now issues its amended judgment as to all but the issue of prevailing party
11 and allocation of costs which will be reconsidered, if necessary, at a later hearing.

12 13 JUDGMENT AFTER TRIAL

14 This matter came on for trial in five separate phases. Following the third phase of trial, a
15 large number of parties entered into a written stipulation dated June 30, 2005 to resolve their
16 differences and requested that the court approve the settlement and make its terms binding on
17 them as a part of any final judgment entered in this case. Subsequent to the execution of the
18 stipulation by the original settling parties, a number of additional parties have agreed to be bound
19 by the stipulation—their signatures are included in the attachments to this Judgment.

20 The June 30, 2005 Stipulation is attached as Exhibit "1;" and all exhibits to the
21 Stipulation are separately attached as Exhibits "1A" through "1H." The Stipulating Parties are
22 identified on Exhibit "1A." The court approves the Stipulation, orders the Stipulating Parties
23 only to comply with each and every term thereof, and incorporates the same herein as though set
24 forth in full. No non stipulating party is bound in any way by the stipulation except as the court
25 may otherwise independently adopt as its independent judgment a term or terms that are the
26 same or similar to such term or provision of the stipulation.

27 As to all remaining parties, including those who failed to answer or otherwise appear, the
28 court heard the testimony of witnesses, considered the evidence found to be admissible by the

1 court, and heard the arguments of counsel. Good cause appearing, the court finds and orders
2 judgment as follows.

3 As used in this Judgment, the following terms shall have the meaning herein set forth:

4 Basin – The groundwater basin described in Phase I and II orders of the court, as
5 modified, with attachments and presented in Exhibit “1B.”

6 Defaulting Parties – All persons or entities listed on Exhibit “3.”

7 Imported Water- Water within the Basin received from the State Water Project,
8 originating outside the Basin that absent human intervention would not recharge or be used in the
9 Basin.

10 LOG Parties – All persons or entitled list on Exhibit “2,” listed under the subheading
11 “LOG Parties.”

12 Non-Stipulating Parties- All Parties who did not sign the Stipulation, including the
13 Defaulting Parties and the LOG and Wineman Parties.

14 Parties- All parties to the above referenced action, including Stipulating Parties, Non
15 Stipulating Parties, and Defaulting Parties.

16 Public Water Producers- City of Santa Maria, Golden State Water Company, Rural Water
17 Company, the “Northern Cities” (collectively the Cities of Arroyo Grande, Pismo Beach, and
18 Grover Beach, and Oceano Community Services District), and the Nipomo Community Services
19 District.

20 Return Flows- All water which recharges the Basin after initial use, through the use of
21 percolation ponds and other means, derived from the use and recharge of imported water
22 delivered through State Water Project facilities.

23 Stipulating Parties- All Parties who are signatories to the Stipulation.

24 Stipulation- The Stipulation dated June 30, 2005, and incorporated herein as Exhibit “1,”
25 with each of its Exhibits separately identified and incorporated herein as Exhibits “1A” through
26 “1H.”

27 Storage Space- The portion of the Basin capable of holding water for subsequent
28 reasonable and beneficial uses.

1 **Wineman Parties-** All persons or entities listed on Exhibit "2," under the subheading
2 "Wineman Parties."

3 The following Exhibits are attached to this Judgment:

4 1. Exhibit "1," June 30, 2005 Stipulation and the following exhibits thereto:

5 a. Exhibit "1A," list identifying the Stipulating Parties and the parcels of the
6 land bound by the Stipulation

7 b. Exhibit "1B," Phase I and II Orders, as modified, with attachments.

8 c. Exhibit "1C," map of the Basin and boundaries of the three Management
9 Areas.

10 d. Exhibit "1D," map identifying those lands as of January 1, 2005: 1) within the
11 boundaries of a municipality or its sphere of influence, or within the process
12 of inclusion in its sphere of influence; or 2) within the certificated service area
13 of publicly regulated utility; and a list of selected parcels that are nearby these
14 boundaries which are excluded from within these areas.

15 e. Exhibit "1E," 2002 Settlement Agreement between the Northern Cities and
16 Northern Landowners.

17 f. Exhibit "1F," the agreement among Santa Maria, Golden State, and
18 Guadalupe regarding Twitchell Project and the Twitchell Management
19 Authority.

20 g. Exhibit "1G," the court's Order Concerning Electronic Service of Pleading
21 and Electronic Posting of Discovery Documents dated June 27, 2000.

22 h. Exhibit "1H," the form of memorandum of agreement to be recorded.

23 2. Exhibit "2," List of Non-Stipulating LOG and Wineman Parties and recorded deed
24 numbers of property they owned at the time of trial.

25 3. Exhibit "3," List of Defaulting parties.

26 **A declaratory judgment and physical solution are hereby adjudged and decreed as follows:**

27 1. As of the time of trial, LOG and Wineman Parties owned the real property, listed by
28 assessor's parcel numbers, as presented in Exhibit 2.

- 1 2. The City of Santa Maria and Golden State Water Company are awarded prescriptive
2 rights to ground water against the non-stipulating parties, which rights shall be
3 measured and enforced as described below.
- 4 3. The City of Santa Maria and Golden State Water Company have a right to use the
5 Basin for temporary storage and subsequent recapture of the Return Flows generated
6 from their importation of the State Water Project water, to the extent that such water
7 adds to the supply of the water in the aquifer and if there is storage space in the
8 aquifer for such return flows, including all other native sources of water in the
9 aquifer. The City of Santa Maria's Return Flows represent 65 percent of the amount
10 of imported water used by the City. Golden State Water Company's Return flows
11 represent 45 percent of the amount of imported water used by Golden State in the
12 basin.
- 13 4. (a) The Northern Cities have a prior and paramount right to produce 7,300 acre-feet
14 of water per year from the Northern Cities Area of the Basin; and (b) the Non-
15 Stipulating Parties have no overlying, appropriative, or other right to produce any
16 water supplies in the Northern Cities Area of the Basin.
- 17 5. The Groundwater Monitoring Provisions and Management Area Monitoring
18 Programs contained in the Stipulation, including Section IV (D) (All Management
19 Areas); V(B) (Santa Maria Management Area), VI (C) (Nipomo Mesa Management
20 Area), and VII (1) (Northern Cities Management Area), inclusive, are independently
21 adopted by the court as necessary to manage water production in the basin and are
22 incorporated herein and made terms of this Judgment. The Non-Stipulating Parties
23 shall participate in, and be bound by, the applicable Management Area Monitoring
24 Program. Each Non-Stipulating Party also shall monitor their water production,
25 maintain records thereof, and make the data available to the court or its designee as
26 may be required by subsequent order of the court.
- 27 6. No Party established a pre-Stipulation priority right to any portion of that increment
28 of augmented groundwater supply within the Basin that derives from the Twitchell

1 Project's operation. *Respondents' rights to groundwater added to the Basin by*
2 *operation of the Twitchell project (the Twitchell Yield) shall not invade appellants'*
3 *overlying rights.*

- 4 7. The Court determines that there is a reasonable likelihood that drought and overdraft
5 conditions will occur in the Basin in the foreseeable future that will require the
6 exercise of the court's equity powers. The court therefore retains jurisdiction to make
7 orders enforcing the rights of the parties hereto in accordance with the terms of this
8 judgment.

9 a. Groundwater

- 10 i. The overlying rights of the LOG and Wineman Parties shall be adjusted by
11 amounts lost to the City of Santa Maria and Golden State Water Company
12 by prescription. The prescriptive rights of the City of Santa Maria and
13 Golden State Water Company must be measured against the rights of all
14 overlying water producers pumping in the aquifer as a whole and not just
15 against the LOG and Wineman Parties because adverse pumping by the
16 said water producers was from the aquifer as a whole and not just against
17 non-stipulating parties. The City of Santa Maria established total adverse
18 appropriation of 5100 acre feet per year and Golden State Water
19 Company established adverse appropriation of 1900 acre feet a year,
20 measured against all usufructuary rights within the Santa Maria Basin.
21 The City of Santa Maria and Golden State Water Company having
22 waived the right to seek prescription against the other stipulating parties,
23 may only assert such rights against the non-stipulating parties in a
24 proportionate quantity. To demonstrate the limited right acquired by the
25 City of Santa Maria and Golden State Water Company, by way of
26 example, if the cumulative usufructuary rights of the LOG and Wineman
27 Parties were 1000 acre feet and the cumulative usufructuary rights of all
28 other overlying groundwater right holders within the Basin were 100,000

1 acre-feet, the City of Santa Maria, and Golden State Water Company
2 would each be entitled to enforce 1% of their total prescriptive right
3 against the LOG and Wineman Parties. That is, Golden State Water
4 Company, could assert a prescriptive right of 19 annual acre feet, and the
5 City of Santa Maria 51 annual acre-feet, cumulatively against the LOG
6 and Wineman Parties, each on a proportionate basis as to each LOG and
7 Wineman Party's individual use.

8 ii. The Defaulting Parties failed to appear at trial and prove any usufructuary
9 water rights. The rights of the Defaulting Parties, if any, are subject to the
10 prescriptive rights of the City of Santa Maria and Golden State Water
11 Company, as well as the other rights of said parties as established herein.

12 b. Imported Water-

13 i. The City of Santa Maria and Golden State Water Company shall have
14 rights to Return Flows in the amount provided above.

15 c. Northern Cities

16 i. The rights of all Parties in the Northern Cities Management Area shall be
17 governed as described above on page 5, lines 13- 16.

18 8. *Subject to and limited by the adjustments for the amounts of native Basin*
19 *groundwater lost to the prior prescriptive rights of the City of Santa Maria and*
20 *GSWC as described in section 7(a), each of the LOG and Wineman Parties that filed*
21 *quiet title actions has quieted title to the overlying rights to the Basin groundwater*
22 *appurtenant to the properties listed as Exhibit 3, which rights are prior and*
23 *paramount to any existing or future appropriative rights to the Basin groundwater.*
24 *Such overlying rights shall be subject to the prescriptive rights of the City of Santa*
25 *Maria and GSWC, as otherwise provided herein. Judgment to quiet title to such*
26 *overlying rights is hereby entered with respect to the real property listed as Exhibit*
27 *3, with all other LOG and Wineman party causes of action having been dismissed.*
28

- 1 9. Each and every Party, their officers, agents, employees, successors, and assigns, are
2 enjoined and restrained from exercising the rights and obligations through this
3 Judgment in a manner inconsistent with the express provisions of this Judgment.
- 4 10. Except upon further order of the court, each and every Party and its officers, agents,
5 employees, successors and assigns, is enjoined and restrained from transporting
6 groundwater to areas outside the Basin, except for those uses in existence as of the
7 date of this Judgment; provided, however that groundwater may be delivered for use
8 outside the Basin as long as the wastewater generated by that use of water is
9 discharged within the Basin, or agricultural return flows resulting from that use
10 return to the Basin.
- 11 11. Jurisdiction, power and authority over the Stipulating Parties as between one another
12 are governed exclusively by the Stipulation. The Court retains and reserves
13 jurisdiction as set forth in this Paragraph over all parties herein. The court shall make
14 such further or supplemental orders as may be necessary or appropriate regarding
15 interpretation and enforcement of all aspects of this Judgment, as well as
16 clarifications or amendments to the Judgment consistent with the law.
- 17 12. Any party that seeks the court's exercise of reserved jurisdiction shall file a noticed
18 motion with the court. Any noticed motion shall be made pursuant to the court's
19 Order Concerning Electronic Service of Pleadings and Electronic Posting of
20 Discovery Documents dated June 27, 2000.
- 21 13. The Court shall exercise *de novo* review in all proceedings. The actions or decisions
22 of any Party, the Monitoring Parties, the TMA, or the Management Area Engineer
23 shall have no heightened evidentiary weight in any proceeding before the court.
- 24 14. As long as the court's electronic filing system remains available, all court filings
25 shall be made pursuant to the court's Order Concerning Electronic Service of
26 Pleadings and Electronic Posting of Discovery Documents dated June 27, 2000, or
27 any subsequent superseding order. If the court's electronic filing system is eliminated
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1 and not replaced, the Parties shall promptly establish a substitute electronic filing
2 system and abide by the same rule as contained in the court's Order.

3 15. Nothing in this Judgment shall be interpreted as relieving any Party of its
4 responsibilities to comply with state or federal laws for the protection of water
5 quality or the provisions of any permits, standards, requirements, or order
6 promulgated thereunder.

7 16. Each Party shall designate the name, address, and email address, if any, to be used
8 for purposes of all subsequent notices and service by a designation to be filed within
9 thirty days after entry of this Judgment. This designation may be changed from time
10 to time by filing a written notice with the court. Any Party desiring to be relieved of
11 receiving notices may file a waiver of notice on a form approved by the court. The
12 court shall maintain at all times a current list of Parties to whom notices are to be
13 sent and their addresses for purposes of service. The court shall also maintain a full
14 current list of names, addresses, and email addresses of all Parties or their successors
15 as filed herein. Copies of such lists shall be available to any Person. If no designation
16 is made, a Party's designee shall be deemed to be, in order of priority: i) the Party's
17 attorney of record, ii) if the Party does not have an attorney of record, the Party itself
18 at the address specified.


19 17. All real property owned by the Parties within the Basin is subject to this Judgment.
20 The Judgment will be binding upon and inure to the benefit of each Party and their
21 respective heirs, executors, administrators, trustees, successors, assigns, and agents.
22 Any party, or executor of a deceased party, who transfers property that is subject to
23 this judgment shall notify any transferee thereof of this judgment and shall ensure
24 that this judgment is recorded in the line of title of said property. This Judgment shall
25 not bind the Parties that cease to own property within the Basin, and cease to use the
26 groundwater. Within 60 days following entry of his Judgment, the City of Santa
27 Maria, in cooperation with the San Luis Obispo entities and Golden State, shall
28

1 record in the Office of the County Reporter in Santa Barbara and San Luis Obispo
2 Counties, a notice of entry of Judgment.

3
4 The Clerk shall enter this Judgment.

5 SO ORDERED, ADJUDGED, AND DECREED.

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8 Dated: 4-23-14

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11 JOSEPH H. HUBER
12 JUDGE OF THE SUPERIOR COURT
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