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Email: KBley@coxcastle.com

Attorneys for Intervenor  
40AA Water Holdings LLC, a Delaware limited  
liability company

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

Coordination Proceeding  
Special Title (Rule 1550(b))

**ANTELOPE VALLEY GROUNDWATER  
CASES**

Including Consolidated Actions:

Los Angeles County Waterworks District  
No. 40 v. Diamond Farming Co.; Superior  
Court of California, County of Los Angeles,  
Case No. BC391869 (formerly BC325201);

Los Angeles County Waterworks District  
No. 40 v. Diamond Farming Co.; Superior  
Court of California, County of Kern, Case  
No. S-1500-CV-254348;

Wm. Bolthouse Farms, Inc. v. City of  
Lancaster; Diamond Farming Co. v. City of  
Lancaster; Diamond Farming Co. v.  
Palmdale Water Dist.; Superior Court of  
California, County of Riverside,  
consolidated actions, Case Nos. RIC 353840,  
RIC 344436, RIC 344668;

**AND RELATED ACTIONS.**

Judicial Council Coordination  
Proceeding No. 4408

Santa Clara Case No. 1-05-CV-049053

**DECLARATION OF VEENA P.  
BEGLINGER IN SUPPORT OF  
NOTICE OF MOTION AND  
MOTION TO INTERVENE IN  
JUDGMENT**

(Filed concurrently with the Notice of  
Motion and Motion to Intervene In  
Judgment; Memorandum of Points &  
Authorities in support of Motion to  
Intervene; Declaration of Theodore A.  
Chester, Jr. in support of Motion to  
Intervene; and [Proposed] Order)

Hearing Date: To Be Set By the Court  
Time: To be Set By the Court  
Judge: Hon. Jack Komar  
Dept. 17

[Hearing to be conducted by CourtCall]

I, VEENA P. BEGLINGER, declare as follows:

1. I am counsel of record for 40AA Water Holdings LLC, a Delaware limited  
liability company, a party to this Motion, and as such, have the authority to make this

1 declaration. I am duly licensed to practice law in the State of California. I have personal  
2 knowledge of the matters set forth herein, and if called as a witness, could and would  
3 competently testify thereto.

4 2. On April 4, 2022, Bruce Burrows and 300 A 40 H, LLC as seller and 40AA  
5 Water Holdings LLC, a Delaware limited liability company as buyer entered into an  
6 “Adjudicated Water Rights Purchase Agreement,” pursuant to which Burrows/300 A 40  
7 H, LLC agreed to transfer to 40AA Water Holdings LLC, a Delaware limited liability  
8 company one (1) acre-foot of Permanent Production Rights and two hundred twenty (220)  
9 acre-feet of Carry Over water rights.

10 3. On April 14, 2022, Bruce Burrows and 300 A 40 H, LLC as seller and  
11 40AA Water Holdings LLC also executed and tendered a joint “Transfer Request Form”  
12 to the Antelope Valley Watermaster, requesting its approval of the proposed transaction.  
13 A true and correct copy of the Transfer Request Form is attached hereby as Exhibit A and  
14 is incorporated herein by this reference.

15 4. Prior to filing the Transfer Request Form, 40AA Water Holdings LLC  
16 consulted with the Watermaster Engineer. During the course of its standard due diligence,  
17 the Watermaster and its Engineer confirmed that Burrows/300 A 40 H, LLC possesses the  
18 right to use or permanently transfer at least one (1) acre-feet of Permanent Water Rights  
19 and two hundred and twenty (220) acre-feet of Carry Over water rights. The Watermaster  
20 Engineer’s approval is attached as Exhibit B hereto and is incorporated herein this  
21 reference.

22 5. The foregoing Transfer Request was considered by the Watermaster Board  
23 at a regularly noticed Watermaster meeting. The Watermaster Board **unanimously**  
24 **approved the Transfer Request and adopted Resolution No. R-22-30, Approving**  
25 *Application for Transfer Pursuant to the Terms of the Judgment with Specified*  
26 *Conditions*. A true and correct copy of the signed Resolution No. R-22-30 is attached  
27 hereto as Exhibit C and is incorporated herein this reference. Among other things, the  
28 Watermaster determined in Resolution No. R-22-30 that: (i) there remains at least one

1 acre-foot of Permanent Production Rights and two hundred and twenty (220) acre-feet of  
2 Carry Over water rights and available for use or transfer; (ii) Burrows/300 A 40 H, LLC  
3 possesses the right and power to transfer the Production Rights and Carry Over water  
4 rights; and (iii) the transfer of the Production Rights and Carry Over water rights results in  
5 no Material Injury to the Basin.

6 6. As a condition of final approval, the Watermaster required 40AA Water  
7 Holdings LLC to intervene as a Party to the Judgment.

8 7. As set forth in the Declaration of Theodore A. Chester, Jr., which is filed  
9 concurrently herewith, the Watermaster General Counsel has stipulated to Orders granting  
10 40AA Water Holdings LLC leave to intervene in this Action.

11 8. 40AA Water Holdings LLC desires to intervene into this Action and  
12 become a Party to the Judgment herein, and I respectfully request that this Court enter an  
13 Order to that effect.

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

16 Executed on July 12, 2022, at San Francisco, California.

17  
18   
19 VEENA P. BEGLINGER

## EXHIBIT A

### TRANSFER REQUEST FORM

#### ANTELOPE VALLEY WATERMASTER

Please include an application fee according to the fee schedule posted on the Watermaster website:

<https://avwatermaster.net>. Make check out to: Antelope Valley Watermaster

Mail to: Antelope Valley Watermaster, 5022 West Avenue N, Suite 102, #158, Palmdale, CA 93551 OR

email to: [info@avwatermaster.net](mailto:info@avwatermaster.net)

Call Watermaster Administrative Staff at 661-234-8233 with questions. *Transfer Requests review could take up to 60 days.*

PERMANENT TRANSFER? Yes

TEMPORARY/ONE-TIME TRANSFER? Yes

Permanent Amount 1 acre foot Temporary/One-Time Amount: 220 acre feet from 2016 Carry Over

IF TRANSFER DUE TO CHANGE IN LAND OWNERSHIP, PLEASE ATTACH DEED AS PROOF OF SALE OR A PRELIMINARY TITLE REPORT

Date Requested April 14, 2022

If Temporary, Calendar Year(s) to be Used 2016 Carry Over water

Which Party will be paying the annual Administrative Assessment(s) for the transferred water? Buyer

Is either Party a member of the Antelope Valley United Mutuals Group? No

#### TRANSFER FROM (SELLER/TRANSFEROR):

Name Burrows/300 A 40 H, LLC Street Address P.O. Box 802948

City Santa Clarita State CA Zip Code 91380

Phone 661-373-0239 email bruceburrows@icloud.com

APN#(s) where transfer originates (i.e., production well location(s)) See Attachment 2

Name 40AA Water Holdings LLC See Attachment 1

c/o 8minutenergy Renewables LLC Street Address 4370 Town Center Boulevard, Suite 110

City El Dorado Hills, State CA Zip Code 95762

Phone 323-525-0900 email transactions@8minute.com

Note: Legal notices under the Judgment will be sent to the above email address. You are required to keep this information up to date. Please notify the Watermaster of any changes.

APN#(s) (or water supply service area) where transfer will be pumped and used See Attachment 2 (Seller and Buyer's APNs), Attachment 3 (Seller's map of properties and existing well locations) and Attachment 4 (Seller's map of properties and existing well locations).

Purpose of Transfer: See Attachment 5

- ☐ Permanent Transfer resulting from Property Sale/Transfer [PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT]
- ☒ Additional Source of Water Construction of Solar Facility and incidental uses
- ☐ Other, explain \_\_\_\_\_

Water is to be Transferred from/to: (transferred water retains its original water type):

- ☒ Current Year Production Right: amount 1 acre foot permanent overlying production right
- ☒ Carry Over Water: amount 220 acre feet from 2016

Transfer Request Form  
40AA | Burrows  
April 202

- ☐ Storage: amount \_\_\_\_\_ acre feet
- ☐ Other, explain \_\_\_\_\_

(Transferred water retains its original water type—e.g., transferred Carry Over Water remains Carry Over water) **WATER QUALITY AND WATER LEVELS** (not required if transfer is in association of change of land ownership)

Are Parties aware of any water quality issues that exist in either the area transferred from or to? No  
If yes, please explain: N/A \_\_\_\_\_

Please provide groundwater elevations in the areas affected by the transfer. Unable to determine \_\_\_\_\_

Are Parties aware of any water level issues that exist in either the area transferred from or to? No  
If yes, please explain: N/A \_\_\_\_\_

#### MAPS

Please include a map of the area where the water was used by the Transferor and a map of the area where the water is intended to be used by the Transferee. Include locations of production facilities involved in or affected by the Transfer. This map can include all possible locations of past source and use and future source and use. See Attachments 4 and 5

#### SECURITY INTEREST OR LEINHOLDERS

For Permanent Transfers, please provide a list of all parties with a recorded security interest, deed of trust or a lien in such real property or in crops growing or to be grown thereon, and attach copies of written notices to such parties and copies of return receipts. None

The transfer shall be conditioned upon:

1. Transferee shall succeed to the right of Transferor under the terms of the Judgment.
2. Transferee shall only use Transferred waters for reasonable and beneficial uses.
3. Any Transferee not already a Party to the Judgment must intervene and become a Party to the Judgment.
4. All applicable assessments (Administrative and Balance) and transfer fees are paid in full.
5. If the Watermaster determines that the transfer has resulted in a material injury, the Parties will be required to work with the Watermaster Board to mitigate that material injury.
6. For Permanent Transfers, the Parties agree to duly record in the office of the appropriate County Recorder a document reflecting the Permanent Transfer reflected in this Transfer Form.
7. The Transfer Request Form must bear the notarized signatures of both the transferor and the transferee.

#### SIGNATURES

I understand and agree to abide by the terms of the Antelope Valley Adjudication Judgment. I swear under penalty of perjury that the information provided on this Transfer Request Form is correct to the best of my knowledge, that I am authorized to enter into this Transfer on behalf of the party indicated below and to bind that party on whose behalf I am signing, and that signing this Transfer Request Form is within the scope of my authority, and that the signature below, whether original, electronic, or photocopied, is authorized and valid, and is affixed with the intent to be enforceable. I understand that it is my responsibility to notify the Antelope Valley Watermaster of any changes in any of the information provided on this form within 15 days. I also understand that additional information may be required if there is a suspected potential for a material injury as defined in the Judgment.

Signature of Transferor  Date 4/14/2022

Signature of Transferee \_\_\_\_\_ Date \_\_\_\_\_

Transfer Request Form  
40AA | Burrows  
April 202



- ☐ Storage: amount \_\_\_\_\_ acre feet
- ☐ Other, explain \_\_\_\_\_

(Transferred water retains its original water type—e.g., transferred Carry Over Water remains Carry Over water) **WATER QUALITY AND WATER LEVELS** (not required if transfer is in association of change of land ownership)

Are Parties aware of any water quality issues that exist in either the area transferred from or to? No

If yes, please explain: N/A

Please provide groundwater elevations in the areas affected by the transfer. Unable to determine \_\_\_\_\_

Are Parties aware of any water level issues that exist in either the area transferred from or to? No

If yes, please explain: N/A

#### MAPS

Please include a map of the area where the water was used by the Transferor and a map of the area where the water is intended to be used by the Transferee. Include locations of production facilities involved in or affected by the Transfer. This map can include all possible locations of past source and use and future source and use. See Attachments 4 and 5

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#### SIGNATURES

I understand and agree to abide by the terms of the Antelope Valley Adjudication Judgment. I swear under penalty of perjury that the information provided on this Transfer Request Form is correct to the best of my knowledge, that I am authorized to enter into this Transfer on behalf of the party indicated below and to bind that party on whose behalf I am signing, and that signing this Transfer Request Form is within the scope of my authority, and that the signature below, whether original, electronic, or photocopied, is authorized and valid, and is affixed with the intent to be enforceable. I understand that it is my responsibility to notify the Antelope Valley Watermaster of any changes in any of the information provided on this form within 15 days. I also understand that additional information may be required if there is a suspected potential for a material injury as defined in the Judgment.

Signature of Transferor \_\_\_\_\_ Date \_\_\_\_\_

Signature of Transferee Thomas Buttgenbach, President Date April 14, 2022

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**To be completed by the Watermaster:**

Watermaster Engineer Approval \_\_\_\_\_ Date \_\_\_\_\_

Watermaster Board Approval \_\_\_\_\_ Date \_\_\_\_\_

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF Los Angeles ) ss.

On 4/14/2022 before me, Karri Gallagher-Martin, a Notary Public, personally appeared Bruce Burrows, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Karri Gallagher-Martin





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

) ss.

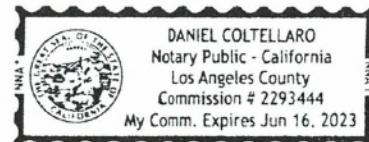
COUNTY OF Los Angeles )

On April 14, 2022 before me, Daniel Coltellaro, a Notary Public, personally appeared Thomas Buttgenbach, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



## ATTACHMENT 1

### Transfer Application Questions:

For any questions on these combined transfers during the application process, please contact Seller's counsel, Ted Chester, at 626-676-5718 and/or Buyer's counsel, Veena Beglinger at 415-262-5132.

### Buyer Contact Person After Transfer:

Contact Person: Ronny Clausner

Address: 4370 Town Center Boulevard, Suite 110, El Dorado Hills, CA 95762

Phone: 858-829-4159

Email: [transactions@8minute.com](mailto:transactions@8minute.com)

## **ATTACHMENT 2**

### **Seller's Prior Use of Water and Property**

Bruce Burrows and 300 A 40 H, LLC, (collectively, "Burrows") are parties to the lawsuit known as the *Antelope Valley Groundwater Cases*, Judicial Council Coordination Proceeding No. 4408, Santa Clara Case No.: 1-05-CV-049053, in which the Judgment and Physical Solution (the "Judgment") was entered on December 28, 2015. On Exhibit 4 of the Judgment Burrows (identified as "Burrows/300 A 40 H, LLC") is listed as a "Producer" owning 295.00 acre feet of "Overlying Production Rights" as specified in Paragraph 5.1.1 of the Judgment (the "Production Right").

The Production Right relates to groundwater production that occurred with respect to two properties: (1) Los Angeles APN: 3275-007-013 (previous APN: 3275-007-010) (the "First Property") (approximately 160 acres), and (2) Los Angeles APNS: 3275-002-001, 007, 008, 010, 012, 015, 016, 017, 018, 019, and 020 (the "Second Property") (approximately 160 acres).

Burrows currently owns the First Property. The First Property was leased and farmed by Tejon Ranchcorp, a party to the case ("Tejon"). The lease terminated several years ago. There are no groundwater production wells located on the First Property. When Tejon farmed the First Property it used water produced from groundwater wells or other sources not located on the First Property. Since the entry of the Judgment no groundwater has been produced or used on the First Property and the First Property has remained fallow.

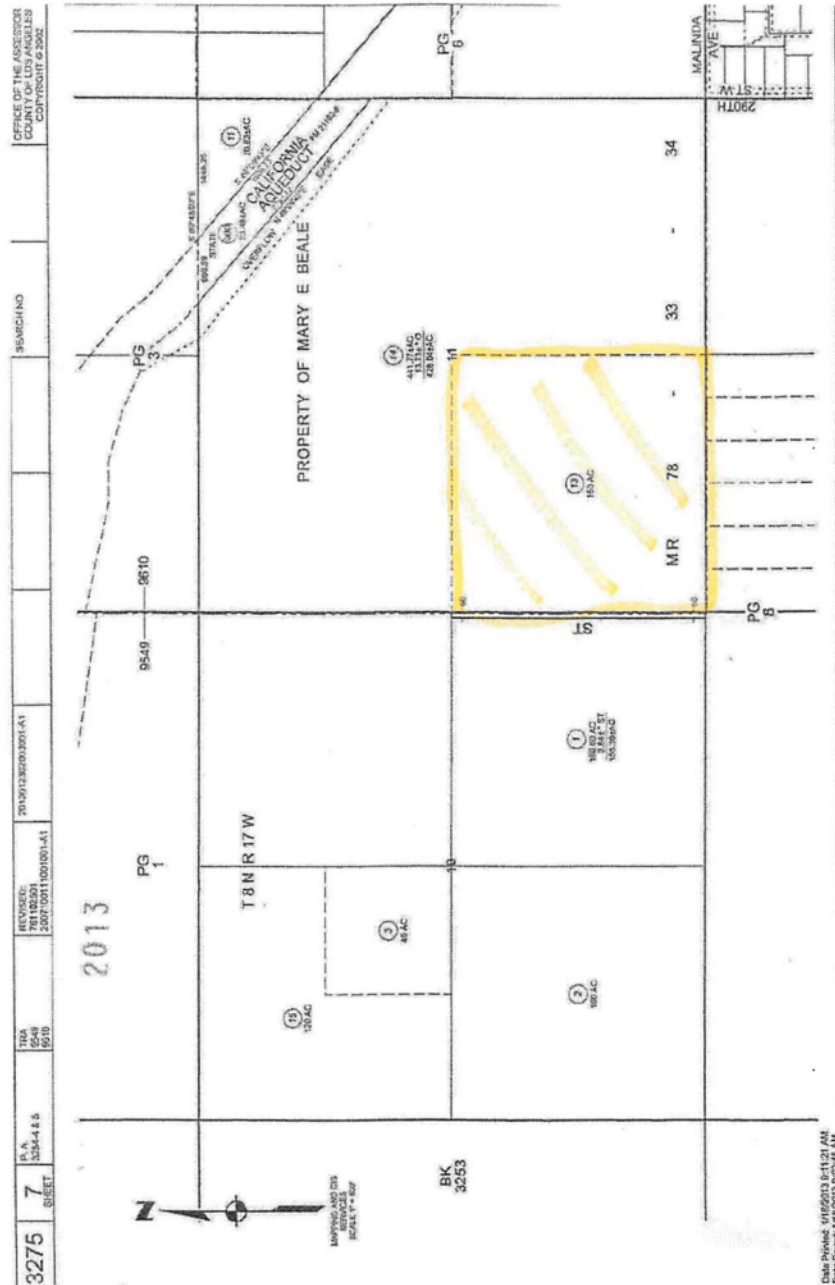
Burrows acquired the Second Property in the mid-1980s. Burrows transferred the Second Property to Tejon on February 2, 2007, and pursuant to Lease dated February 5, 2007, leased the Second Property back from Tejon (the "Lease"), provided, however, that Burrows at all times retained "all right, benefit and interest in and to the water rights" associated with the Second Property. Approximately 60 acres of tree crops on the Second Property were irrigated by groundwater produced by three wells located on the Second Property. However, as of and since the date of the entry of the Judgment, the Lease terminated and Burrows owns no leasehold or other interest in the Second Property. To Burrows' knowledge, no groundwater has been produced on the Second Property since entry of the Judgment. Any wells located on the Second Property are currently controlled by Tejon as owner of the property, and, to Burrows knowledge all wells located on the Second Property have been inactive and have not produced groundwater since entry of the Judgment.

**ATTACHMENT 2 CONTINUED**

**APN#(S) (OR WATER SUPPLY SERVICE AREA) WHERE TRANSFER WILL BE PUMPED AND USED**

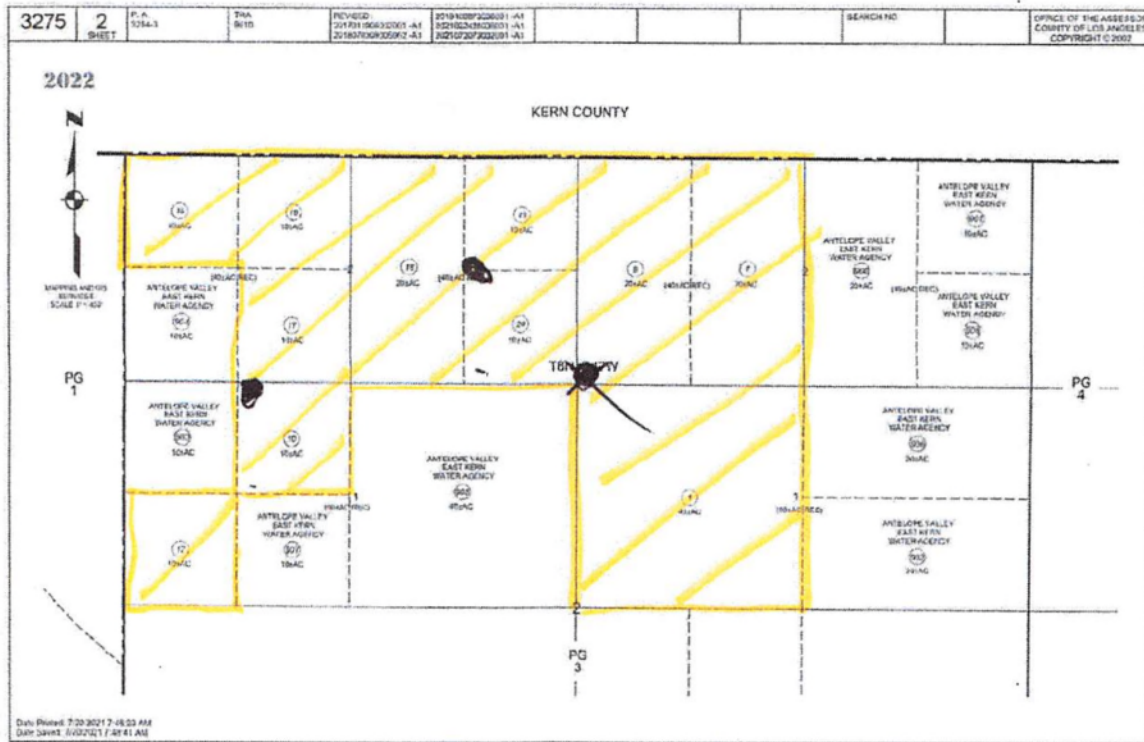
APNs
244-010-19
244-010-20
244-010-21
244-010-22
244-040-03
244-010-36
244-010-33
244-040-21
244-040-14
244-040-15
244-040-20
244-040-10
244-040-17
244-040-07
244-040-23
244-040-11
244-040-12
244-040-19

**ATTACHMENT 3**  
**Map of Seller's Property**



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**ATTACHMENT 3 Continued**  
**Map of Seller's Property**



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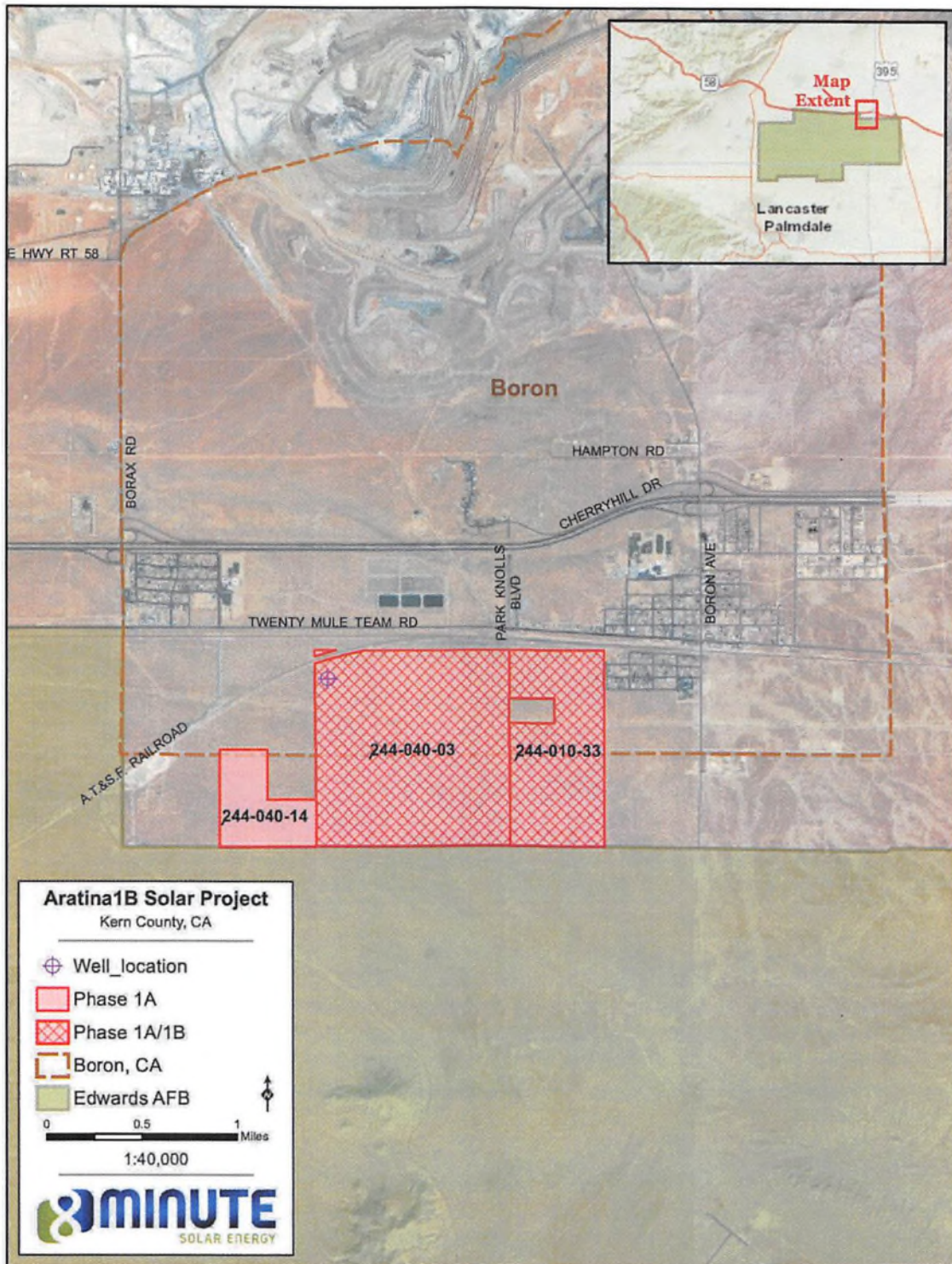


**ATTACHMENT 4**  
**Map of Buyer's Property and Well Sites**

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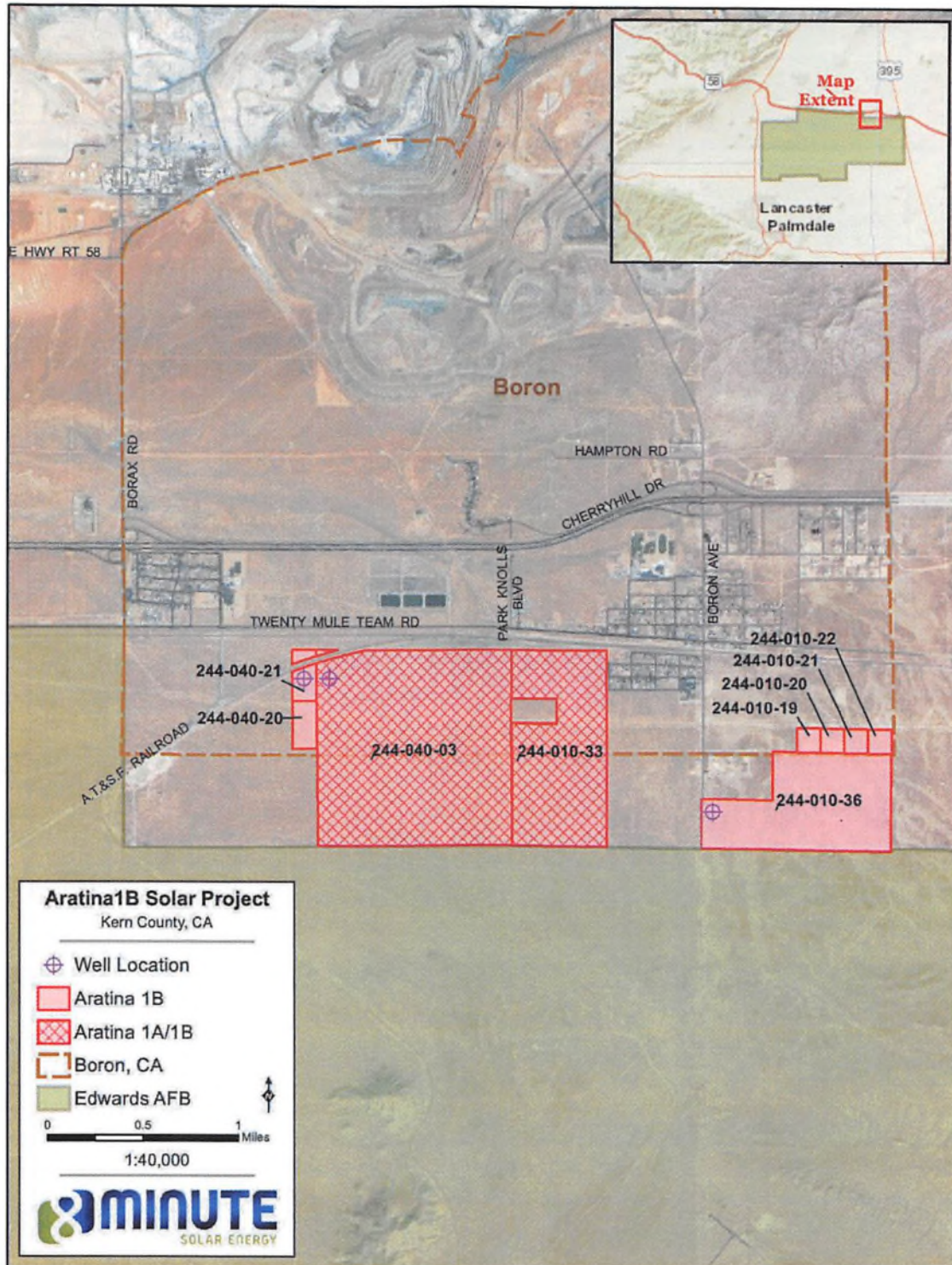
**ATTACHMENT 4 Continued**  
**Map of Buyer's Property and Well Sites**

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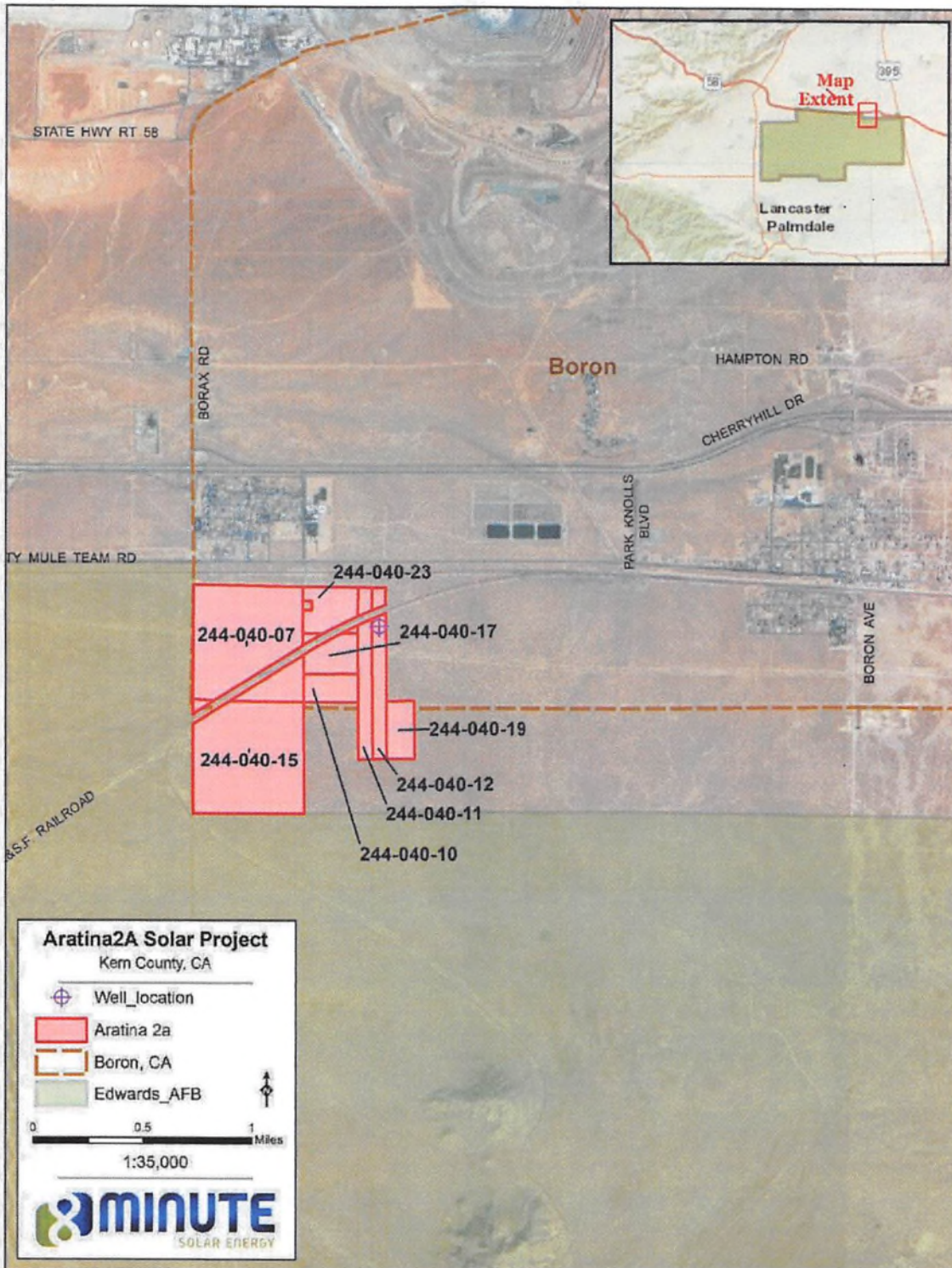
**ATTACHMENT 4 Continued**  
**Map of Buyer's Property and Well Sites**

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# ATTACHMENT 5

Transfer Request Form  
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**PURPOSE FOR TRANSFERRED WATER**

Purpose of the transfer is to permit the construction and operation of a solar facility with the water to be used for dust control during construction and operations and maintenance of the facility after completion of construction and once it is placed in service.

**EXHIBIT B**

**WATERMASTER ENGINEER APPROVAL**



May 10, 2022

Robert Parris, Chair  
Antelope Valley Watermaster Board

Re: Burrows/300 A40 H, LLC to 40AA Water Holdings, LLC Transfer

Watermaster Board:

Burrows/300 A40H, LLC (Burrows) is an Exhibit 4 Party and would like to transfer 1 acre foot per year (AFY) of permanent Production Rights and 220 AF of Carry Over water to 40AA Water Holdings, LLC (40AA). The water will be used for construction and maintenance at the proposed Aratina solar facility. 40AA is not a Party to the Judgment and will need to intervene.

Burrows has a Production Right of 295 AFY and 1,770 AF of Carry Over water at the beginning of 2022. Their property is located in the West Antelope Subarea near the High Desert Water Bank (Figure 1). Burrows has not produced any water during 2016-2021.

The 40AA property is in the northeastern corner of the Rogers Lake Subarea (Figure 1). Four wells, located on APNs 244-040-03, 244-040-021, 244-040-17, and 244-010-36, will supply water to the solar facility on adjacent or nearby parcels. Construction is anticipated to occur between March 2023 and June 2024 and use about 220 AF of water during that sixteen-month period. After construction, about 0.5 AFY will be needed for facility maintenance.

Figure 2 shows hydrographs from wells monitoring by the USGS near the Burrows property and the 40AA property. Water levels in two wells near the 40AA property (top right and right side of Figure 2) have been stable in recent years.

Because this transfer results in a shift of location of water production, there is no Material Injury associated with groundwater storage and sustainable yield on a basin-wide basis. There is no expected impact to local water quality or natural recharge associated with this transfer. Todd Groundwater finds the potential for Material Injury as defined in the Judgment negligible and recommends approval of this transfer provided 40AA Water Holdings, LLC successfully intervenes in the Judgment.

Sincerely,

A handwritten signature in blue ink that reads "Katherine White".

Katherine White, P.E.

Todd Groundwater, Antelope Valley Watermaster Engineer



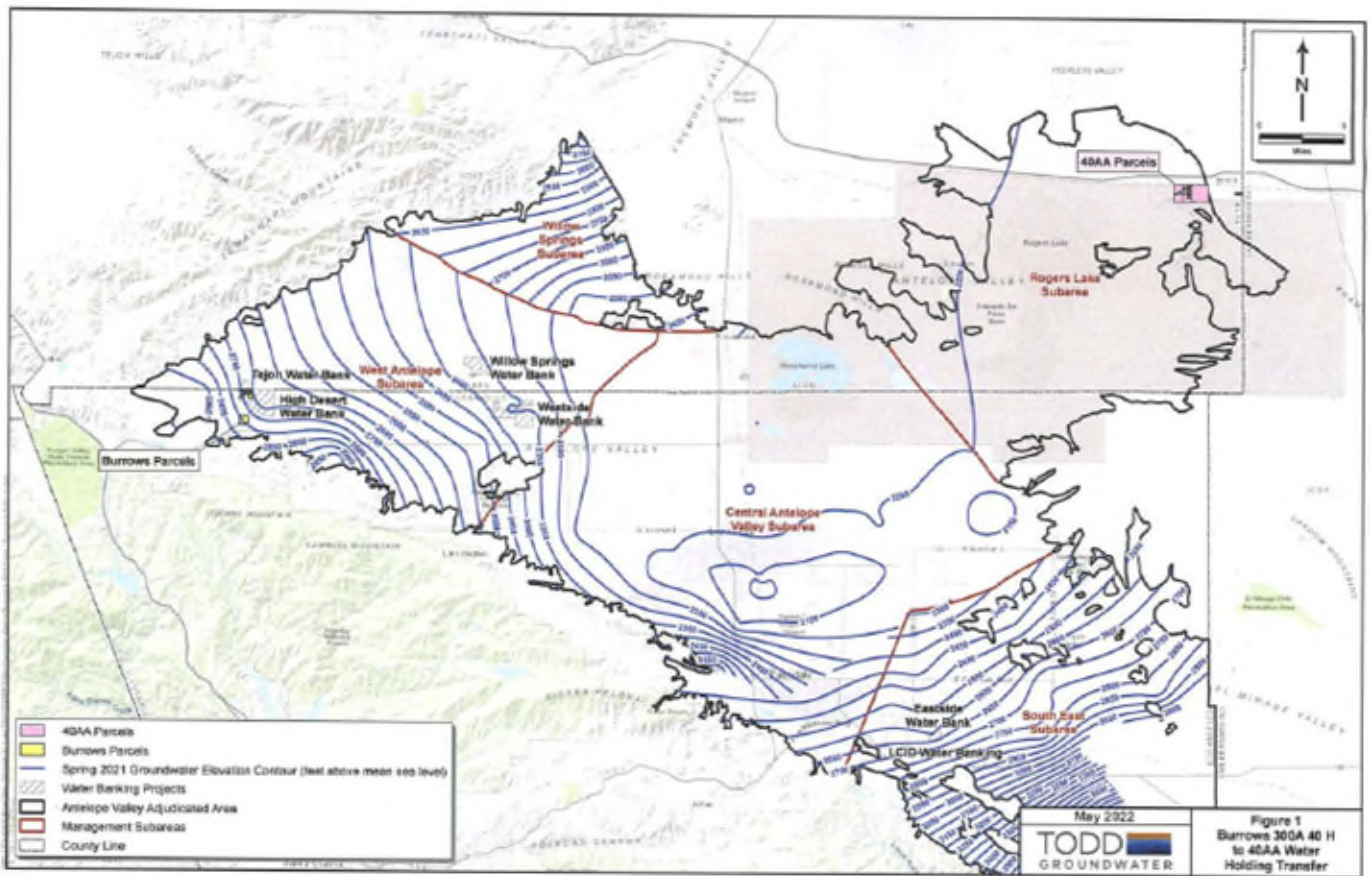
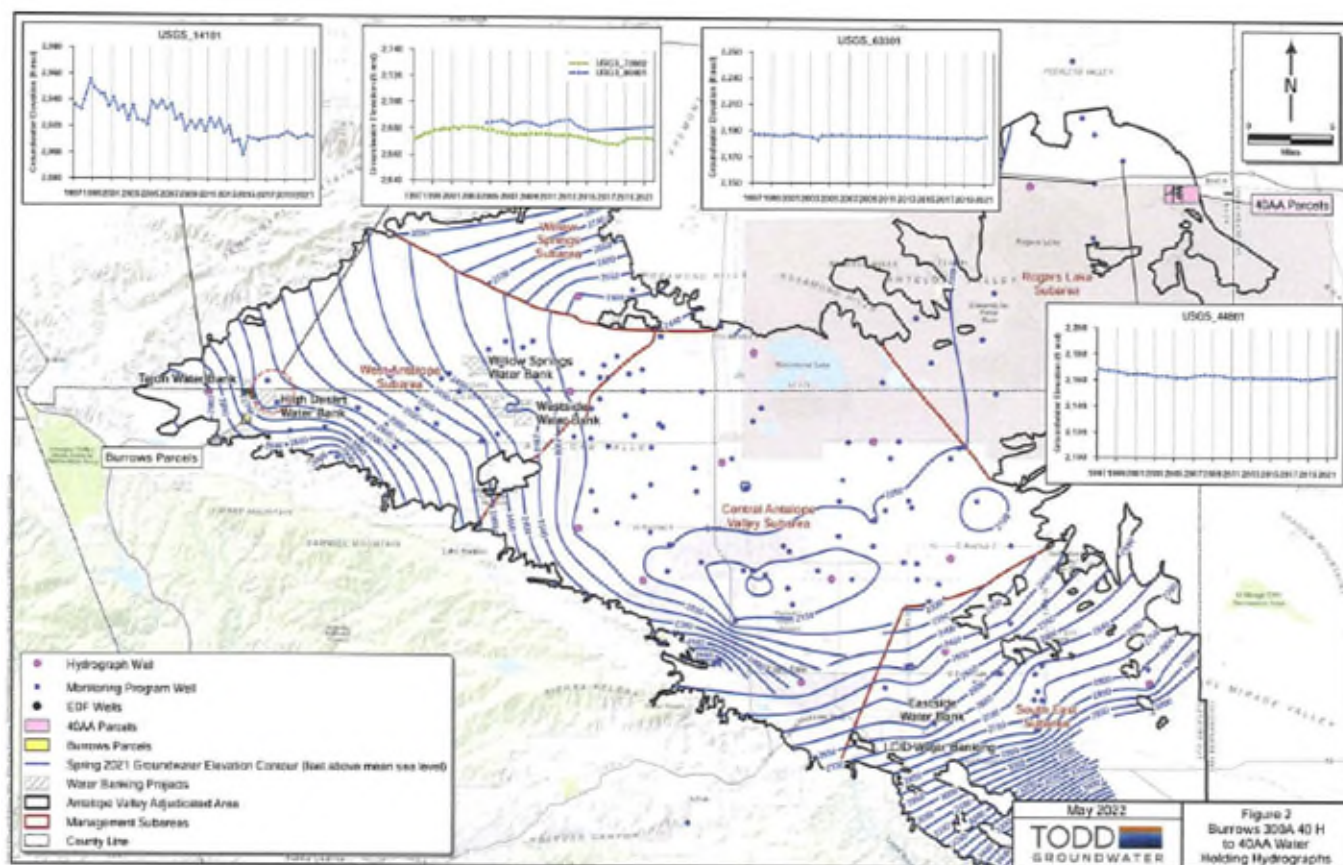


Figure 1  
Burrows 300A 40 H  
to 40AA Water  
Holding Transfer





TRANSFER REQUEST FORM  
ANTELOPE VALLEY WATERMASTER

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Permanent Amount 1 acre foot Temporary/One-Time Amount: 220 acre feet from 2016 Carry Over

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Is either Party a member of the Antelope Valley United Mutuals Group? No

TRANSFER FROM (SELLER/TRANSFEROR):

Name Burrows/100 A 10 H, LLC Street Address P.O. Box 802948

City Santa Clarita State CA Zip Code 91380

Phone 661-373-0239 email bruceburrows@icloud.com

APN#(s) where transfer originates (i.e., production well location(s)) See Attachment 2

Name 40AA Water Holdings LLC See Attachment 3

c/o Bminstenergy Renewables LLC Street Address 4370 Town Center Boulevard, Suite 110

City El Dorado Hills, State CA Zip Code 95762

Phone 323-525-0900 email transactions@8minute.com

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☐ Other, explain \_\_\_\_\_

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☒ Current Year Production Right: amount 1 acre foot permanent overlying production right

☒ Carry Over Water: amount 220 acre feet from 2016

Transfer Request Form  
40AA | Burrows  
April 202

- ☐ Storage: amount \_\_\_\_\_ acre feet
- ☐ Other, explain \_\_\_\_\_

(Transferred water retains its original water type—e.g., transferred Carry Over Water remains Carry Over water) **WATER QUALITY AND WATER LEVELS** (not required if transfer is in association of change of land ownership)

Are Parties aware of any water quality issues that exist in either the area transferred from or to? No

If yes, please explain: N/A \_\_\_\_\_

Please provide groundwater elevations in the areas affected by the transfer. Unable to determine \_\_\_\_\_

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7. The Transfer Request Form must bear the notarized signatures of both the transferor and the transferee.

#### SIGNATURES

I understand and agree to abide by the terms of the Antelope Valley Adjudication Judgment. I swear under penalty of perjury that the information provided on this Transfer Request Form is correct to the best of my knowledge, that I am authorized to enter into this Transfer on behalf of the party indicated below and to bind that party on whose behalf I am signing, and that signing this Transfer Request Form is within the scope of my authority, and that the signature below, whether original, electronic, or photocopied, is authorized and valid, and is affixed with the intent to be enforceable. I understand that it is my responsibility to notify the Antelope Valley Watermaster of any changes in any of the information provided on this form within 15 days. I also understand that additional information may be required if there is a suspected potential for a material injury as defined in the Judgment.

Signature of Transferor  Date 4/14/2022

Signature of Transferee \_\_\_\_\_ Date \_\_\_\_\_

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- ☐ Storage: amount \_\_\_\_\_ acre feet
- ☐ Other, explain \_\_\_\_\_

(Transferred water retains its original water type—e.g., transferred Carry Over Water remains Carry Over water) **WATER QUALITY AND WATER LEVELS** (not required if transfer is in association of change of land ownership)

Are Parties aware of any water quality issues that exist in either the area transferred from or to? No  
If yes, please explain: N/A \_\_\_\_\_

Please provide groundwater elevations in the areas affected by the transfer. Unable to determine \_\_\_\_\_

Are Parties aware of any water level issues that exist in either the area transferred from or to? No  
If yes, please explain: N/A \_\_\_\_\_

#### MAPS

Please include a map of the area where the water was used by the Transferor and a map of the area where the water is intended to be used by the Transferee. Include locations of production facilities involved in or affected by the Transfer. This map can include all possible locations of past source and use and future source and use. See Attachments 4 and 5

#### SECURITY INTEREST OR LEINHOLDERS

For Permanent Transfers, please provide a list of all parties with a recorded security interest, deed of trust or a lien in such real property or in crops growing or to be grown thereon, and attach copies of written notices to such parties and copies of return receipts. None

The transfer shall be conditioned upon:

1. Transferee shall succeed to the right of Transferor under the terms of the Judgment.
2. Transferee shall only use Transferred waters for reasonable and beneficial uses.
3. Any Transferee not already a Party to the Judgment must intervene and become a Party to the Judgment.
4. All applicable assessments (Administrative and Balance) and transfer fees are paid in full.
5. If the Watermaster determines that the transfer has resulted in a material injury, the Parties will be required to work with the Watermaster Board to mitigate that material injury.
6. For Permanent Transfers, the Parties agree to duly record in the office of the appropriate County Recorder a document reflecting the Permanent Transfer reflected in this Transfer Form.
7. The Transfer Request Form must bear the notarized signatures of both the transferor and the transferee.

#### SIGNATURES

I understand and agree to abide by the terms of the Antelope Valley Adjudication Judgment. I swear under penalty of perjury that the information provided on this Transfer Request Form is correct to the best of my knowledge, that I am authorized to enter into this Transfer on behalf of the party indicated below and to bind that party on whose behalf I am signing, and that signing this Transfer Request Form is within the scope of my authority, and that the signature below, whether original, electronic, or photocopied, is authorized and valid, and is affixed with the intent to be enforceable. I understand that it is my responsibility to notify the Antelope Valley Watermaster of any changes in any of the information provided on this form within 15 days. I also understand that additional information may be required if there is a suspected potential for a material injury as defined in the Judgment.

Signature of Transferor \_\_\_\_\_ Date \_\_\_\_\_

Signature of Transferee Thomas Buttgenbach, President Date April 14, 2022

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To be completed by the Watermaster:

Watermaster Engineer Approval Katherine White Date 5/10/22  
Watermaster Board Approval Robert Davis Date 5/25/22

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

)  
) ss.

On 4/14/2022 before me, Karri Gallagher-Martin, a Notary Public, personally appeared Bruce Burrows, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Karri Gallagher-Martin



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

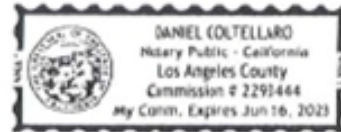
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )

On April 14, 2022 before me, Daniel Coltellaro, a Notary Public, personally appeared Thomas Buttgenbach, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature





**ATTACHMENT 1**

**Transfer Application Questions:**

For any questions on these combined transfers during the application process, please contact Seller's counsel, Ted Chester, at 626-676-5718 and/or Buyer's counsel, Veena Beglinger at 415-262-5132.

**Buyer Contact Person After Transfer:**

Contact Person: Ronny Clausner

Address: 4370 Town Center Boulevard, Suite 110, El Dorado Hills, CA 95762

Phone: 858-829-4159

Email: [transactions@8minute.com](mailto:transactions@8minute.com)

## ATTACHMENT 2

### Seller's Prior Use of Water and Property

Bruce Burrows and 300 A 40 H, LLC, (collectively, "Burrows") are parties to the lawsuit known as the *Antelope Valley Groundwater Cases*, Judicial Council Coordination Proceeding No. 4408, Santa Clara Case No.: 1-05-CV-049053, in which the Judgment and Physical Solution (the "Judgment") was entered on December 28, 2015. On Exhibit 4 of the Judgment Burrows (identified as "Burrows/300 A 40 H, LLC") is listed as a "Producer" owning 295.00 acre feet of "Overlying Production Rights" as specified in Paragraph 5.1.1 of the Judgment (the "Production Right").

The Production Right relates to groundwater production that occurred with respect to two properties: (1) Los Angeles APN: 3275-007-013 (previous APN: 3275-007-010) (the "First Property") (approximately 160 acres), and (2) Los Angeles APNs: 3275-002-001, 007, 008, 010, 012, 015, 016, 017, 018, 019, and 020 (the "Second Property") (approximately 160 acres).

Burrows currently owns the First Property. The First Property was leased and farmed by Tejon Ranchcorp, a party to the case ("Tejon"). The lease terminated several years ago. There are no groundwater production wells located on the First Property. When Tejon farmed the First Property it used water produced from groundwater wells or other sources not located on the First Property. Since the entry of the Judgment no groundwater has been produced or used on the First Property and the First Property has remained fallow.

Burrows acquired the Second Property in the mid-1980s. Burrows transferred the Second Property to Tejon on February 2, 2007, and pursuant to Lease dated February 5, 2007, leased the Second Property back from Tejon (the "Lease"), provided, however, that Burrows at all times retained "all right, benefit and interest in and to the water rights" associated with the Second Property. Approximately 60 acres of tree crops on the Second Property were irrigated by groundwater produced by three wells located on the Second Property. However, as of and since the date of the entry of the Judgment, the Lease terminated and Burrows owns no leasehold or other interest in the Second Property. To Burrows' knowledge, no groundwater has been produced on the Second Property since entry of the Judgment. Any wells located on the Second Property are currently controlled by Tejon as owner of the property, and, to Burrows' knowledge all wells located on the Second Property have been inactive and have not produced groundwater since entry of the Judgment.

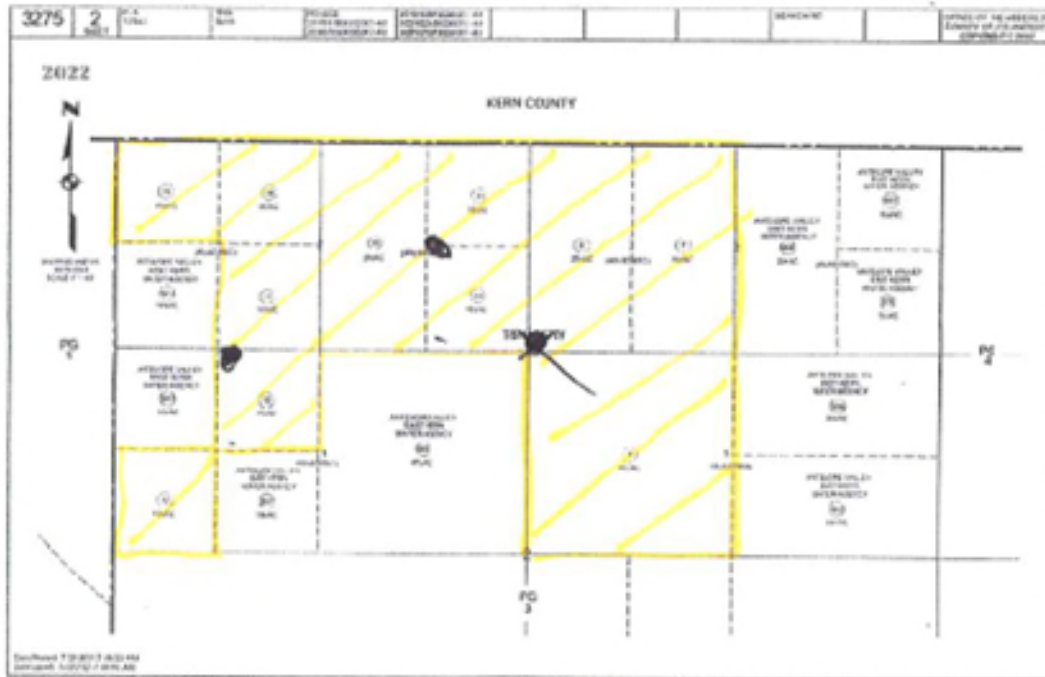
**ATTACHMENT 2 CONTINUED**

**APN#(S) (OR WATER SUPPLY SERVICE AREA) WHERE TRANSFER WILL BE PUMPED AND USED**

APNs
244-010-19
244-010-20
244-010-21
244-010-22
244-040-03
244-010-36
244-010-33
244-040-21
244-040-14
244-040-15
244-040-20
244-040-10
244-040-17
244-040-07
244-040-23
244-040-11
244-040-12
244-040-19



**ATTACHMENT 3 Continued**  
**Map of Seller's Property**



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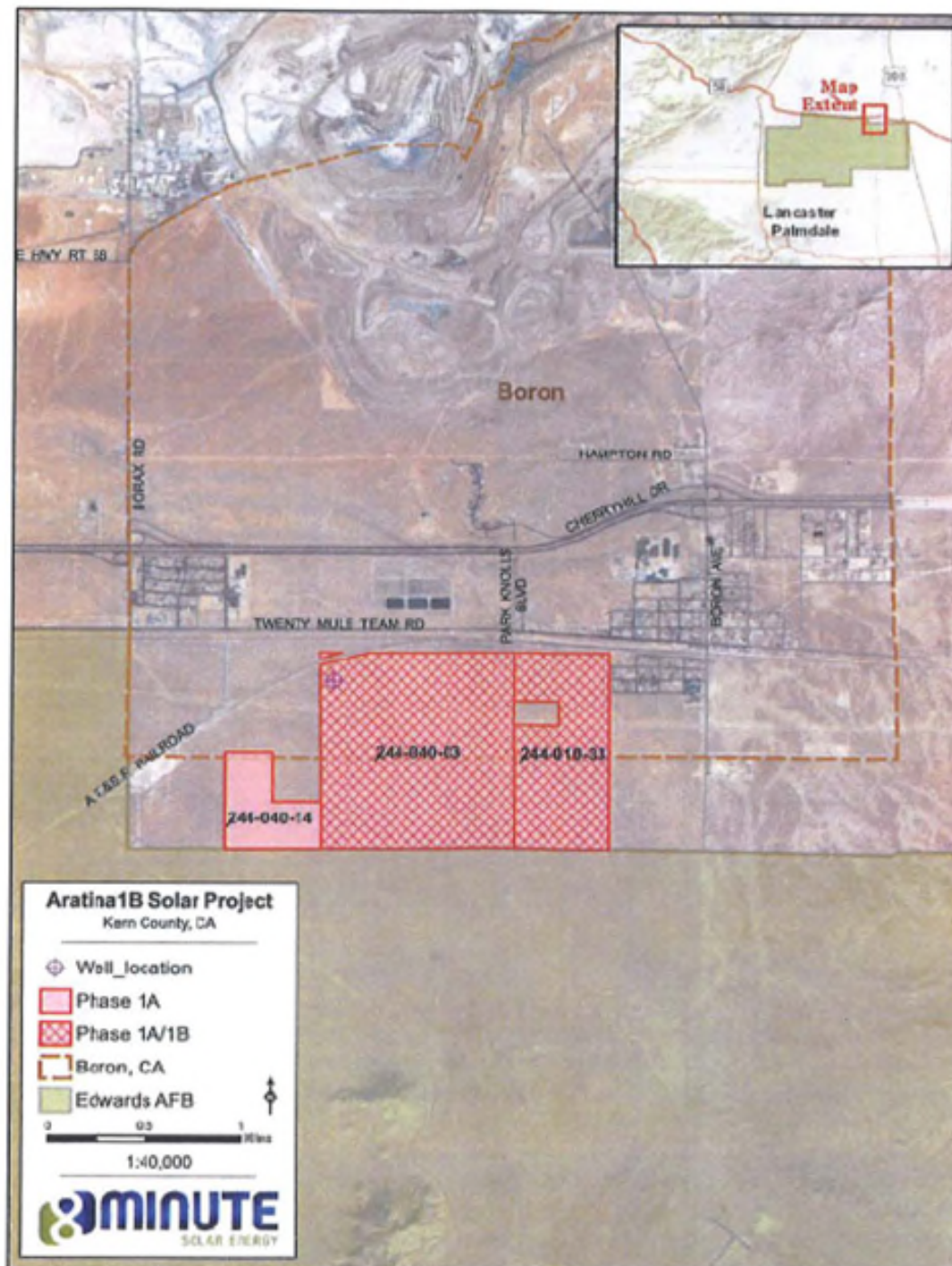


**ATTACHMENT 4**  
**Map of Buyer's Property and Well Sites**

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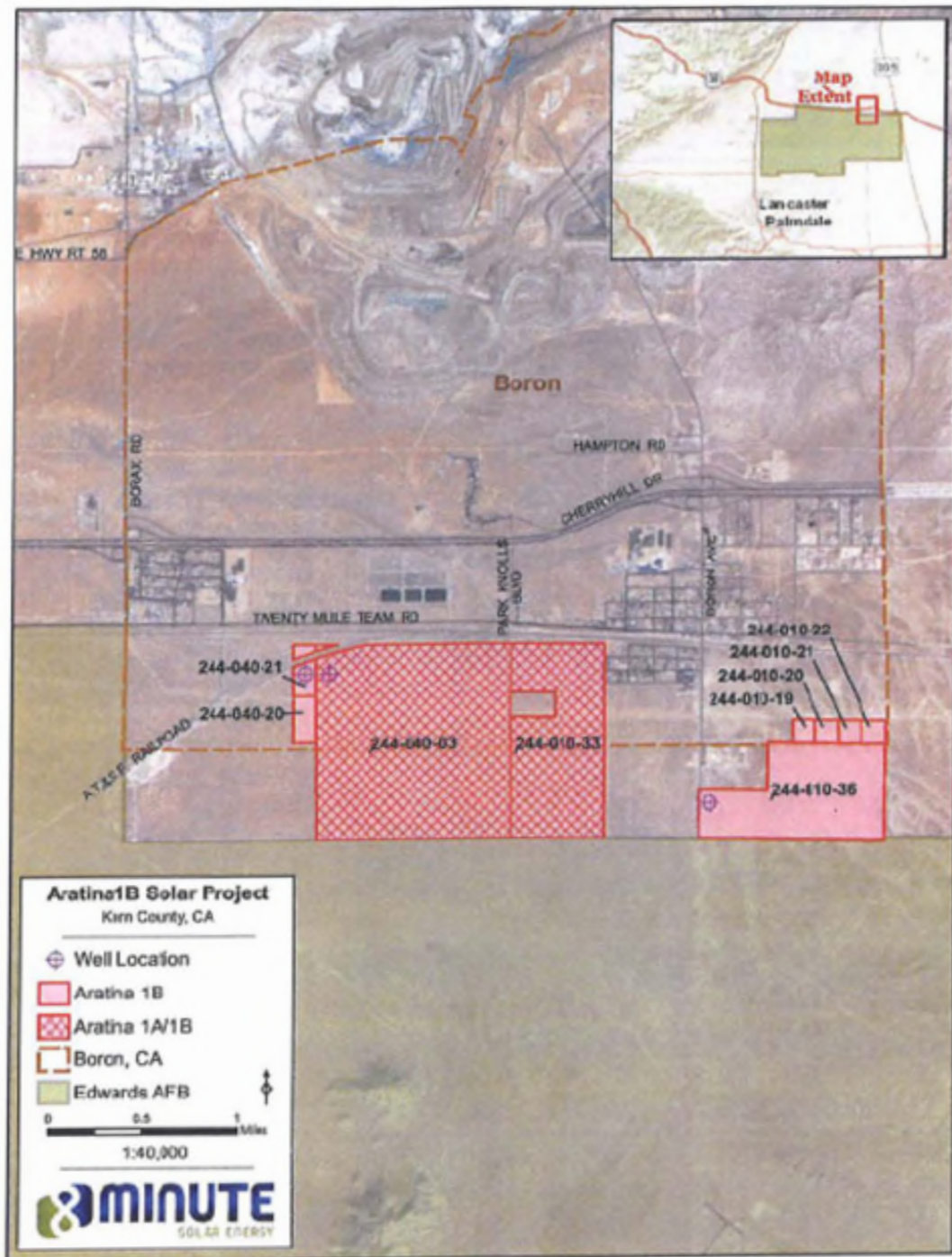
Transfer Request Form  
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**ATTACHMENT 4 Continued**  
**Map of Buyer's Property and Well Sites**

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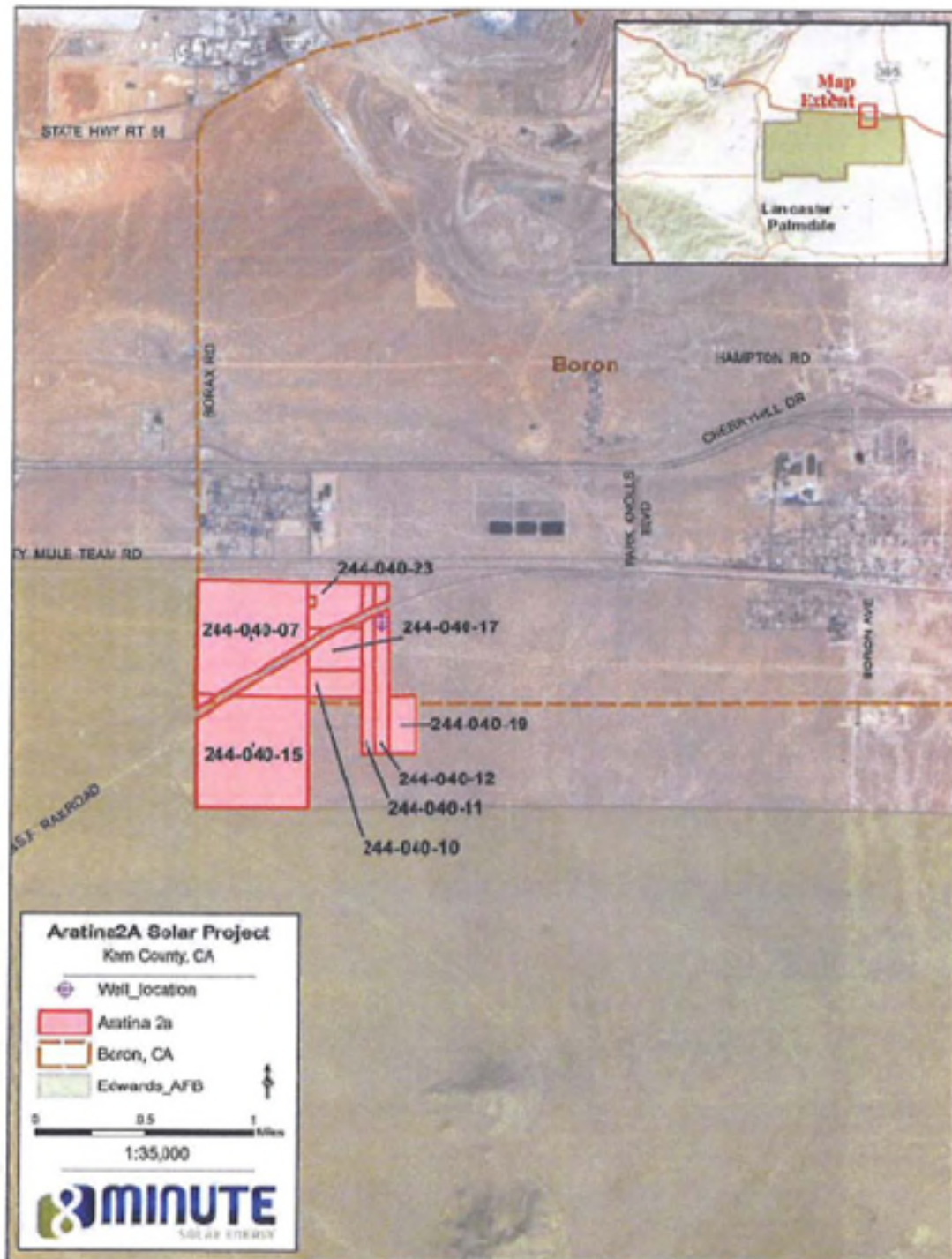
ATTACHMENT 4 Continued  
Map of Buyer's Property and Well Sites

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# ATTACHMENT 5

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**PURPOSE FOR TRANSFERRED WATER**

Purpose of the transfer is to permit the construction and operation of a solar facility with the water to be used for dust control during construction and operations and maintenance of the facility after completion of construction and once it is placed in service.

**EXHIBIT C**  
**WATERMASTER RESOLUTION**

## **RESOLUTION NO. R-22-30**

### **APPROVING APPLICATIONS FOR TRANSFERS PURSUANT TO THE TERMS OF THE JUDGMENT WITH SPECIFIED CONDITIONS; ATTACHED EXHIBIT A**

WHEREAS, the Antelope Valley Watermaster, formed by the Antelope Valley Groundwater Cases Final Judgment (“Judgment”), Santa Clara Case No. 1-05-CV-049053 signed December 23, 2015, is to administer the Judgment; and

WHEREAS, a process for considering and approving applications for transfers is set forth in the Judgment and in the Rules and Regulations unanimously adopted by the Board on June 24, 2020 pursuant to Resolution No. R-20-12; and

WHEREAS, the Watermaster Engineer is authorized under the Judgment to recommend to the Watermaster Board that applications for transfers be denied or approved and that approval may be pursuant to certain conditions; and

WHEREAS, pursuant to the terms of the Judgment, the Watermaster Engineer is required to make certain findings and to consider, investigate and recommend to the Watermaster Board denial or approval, or approval with certain conditions, of these applications consistent with the terms of the Judgment; and

WHEREAS, pursuant to the Transfer Request Forms listed on attached Exhibit A (the “Applications”), Burrows/300 A40H, LLC proposes to make permanent transfer of 1 acre-foot of Production Right and 220 acre-feet of Carryover water to 40AA Water Holdings LLC a Delaware limited liability company; and

WHEREAS, 40AA Water Holdings LLC a Delaware limited liability company is not a Party to the Judgment, and as such, 40AA Water Holdings LLC a Delaware limited liability company may not receive a transfer of Production Rights until they successfully intervene as Parties to the Judgment; and

WHEREAS, in consultation with the Watermaster General Counsel, the Watermaster Engineer has reviewed the Applications and, if the Board chooses to approve the Applications, recommends that approval be subject to the following conditions, as noted on Exhibit A:

- (1) 40AA Water Holdings LLC a Delaware limited liability company must file a motion to intervene as Party to the Judgment no later than thirty (30) days after the date of this Resolution;
- (2) the proposed transfers shall be of no force or effect until 40AA Water Holdings LLC a Delaware limited liability company has successfully intervened as a Party to the Judgment;
- (3) nothing in this Resolution shall be construed as precedent or authority for any non-Party to receive a transfer of a Production Right without first intervening in the Judgment.

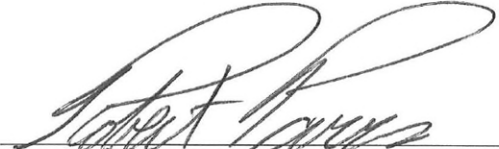
WHEREAS, the Watermaster Board has considered the findings and recommendations of the Watermaster Engineer set forth above and attached in Exhibit A and is prepared to approve the Applications pursuant to such conditions recommended by the Watermaster Engineer.

NOW, THEREFORE, BE IT RESOLVED, that the Watermaster Board unanimously approves the applications for transfers in attached Exhibit A to this Resolution as being consistent with the terms of the Judgment and applicable Rules and Regulations, subject to the conditions set forth in the Recitals above and attached in Exhibit A.

**I certify that this is a true copy of Resolution No. R-22-30 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held May 25, 2022, in Palmdale, California.**

Date: 6/22/22

ATTEST: Patricia Rose  
Patricia Rose – Secretary

  
Robert Parris, Chairman

**EXHIBIT A Attachment to  
Resolution No. R-22-30  
Approving Applications for Transfers  
Pursuant to the Terms of the Judgment**

<b>Original Producer</b>	<b>Transferee</b>	<b>Type of Transfer</b>	<b>Amount</b>	<b>Original Parcel(s) (APN#)</b>	<b>Parcels Water Transferred to (APN#)</b>
Burrow/300 A40 H, LLC	40AA Water Holdings LLC a Delaware limited liability company	Permanent	1 (AF)	3275-007-013, 3275-002-001, 007, 008, 010, 012, 015 - 019	244-010-19 thru 22 244-040-03, 244-010-36 244-010-33 244-040-21 244-040-14 & 15 244-040-20 244-040-10 244-040-17 244-040-07 244-040-23 244-040-11 & 12 244-040-19
Burrow/300 A40 H, LLC	40AA Water Holdings LLC a Delaware limited liability company	Carryover	220 (AF)	3275-007-013, 3275-002-001, 007, 008, 010, 012, 015 - 019	244-010-19 thru 22 244-040-03, 244-010-36 244-010-33 244-040-21 244-040-14 & 15 244-040-20 244-040-10 244-040-17 244-040-07 244-040-23 244-040-11 & 12 244-040-19