

Attorneys for Cross-Defendants/Cross-Complainants, ANTELOPE VALLEY UNITED MUTUALS GROUP; and Cross-Defendants, ADAMS BENNETT INVESTMENTS, LLC; MIRACLE IMPROVEMENT CORPORATION dba GOLDEN SANDS MOBILE HOME PARK, aka GOLDEN SANDS TRAILER PARK, named as ROE 1121; ST. ANDREW'S ABBEY, INC., named as ROE 623; SERVICE ROCK PRODUCTS, L.P.; and SHEEP CREEK WATER COMPANY, INC.

IN AND FOR THE COUNTY OF LOS ANGELES

AND RELATED ACTIONS.

1 I, JOHN UKKESTAD, declare as follows:

2 1. I am the former General Manager and currently a Consultant for Cross-Defendant
3 / Cross-Complainant White Fence Farms Mutual Water Co., Inc., and an authorized agent for
4 Cross-Defendants / Cross-Complainants, **ANTELOPE VALLEY UNITED MUTUALS**
5 **GROUP** [comprised of Antelope Park Mutual Water Co., Aqua-J Mutual Water Co., Averydale
6 Mutual Water Co., Baxter Mutual Water Co., Bleich Flat Mutual Water Co., Colorado Mutual
7 Water Co., El Dorado Mutual Water Co., Evergreen Mutual Water Co., Land Projects Mutual
8 Water Co., Landale Mutual Water Co., Shadow Acres Mutual Water Co., Sundale Mutual Water
9 Co., Sunnyside Farms Mutual Water Co., Tierra Bonita Mutual Water Co., West Side Park
10 Mutual Water Co., and White Fence Farms Mutual Water Co., Inc.], in the above-entitled action.
11 I give this declaration in support of the Motion for Order Interpreting Judgment Regarding
12 Watermaster Formation filed concurrently herewith ("Motion"). If called and sworn as a
13 witness, I could and would competently testify to the following facts, having personal knowledge
14 thereof.

15 2. I was an active participant in most if not all of the meetings and telephonic
16 discussions during which the Judgment and Physical Solution in general, and the Watermaster
17 provisions in particular, were negotiated. I maintained an ongoing dialog with many and
18 observed most of the other Party representatives throughout that process. It was fundamentally
19 important to me, and I understood that it was fundamentally important to virtually every other
20 Party representative, that the Parties would be afforded basic due process rights in the
21 implementation of the Physical Solution, that the implementation processes would be open and
22 transparent, and that each of the Parties would be treated with fundamental fairness by the other
23 Parties. It was also fundamentally important to me, and I understood that it was also
24 fundamentally important to the other Party representatives that the Watermaster would be
25 composed of a balanced Board that represented the diverse interests in the Antelope Valley. I
26 would not have agreed to the Physical Solution, and I understood that others would also not have
27 agreed to the Physical Solution if the Physical Solution were not going to be implemented in a
28 fair, open and transparent process in which the Parties' due process rights would be respected.

1 3. I was actively involved in the meetings and discussions that culminated in the
2 Antelope Valley Accord, a copy of which is attached as Exhibit “3” to the *Declaration of*
3 *Michael Duane Davis in Support of Motion for Order Interpreting Judgment Regarding*
4 *Watermaster Formation* (“Davis Declaration”) filed concurrently with the Motion and with this
5 Declaration. I participated in many discussions regarding the formation of the Watermaster. I
6 believe that the language on page 14 of the Antelope Valley Accord, which expressly states that
7 “[t]he intent is to have a **balanced Board**, represented by the **diverse interests** in the Antelope
8 Valley, and specifically including Board representation for each management area and SEA
9 [Special Emphasis Area] in order to achieve Basin-wide solutions,” (emphasis added) is a true,
10 fair and correct representation of the consensus of those participating in the process of
11 negotiating the development of the Antelope Valley Accord.

12 4. On January 21, 2016, I personally attended a meeting at Lancaster City Hall
13 Council Chambers as noticed by AVEK in its January 20, 2016 “Notice of Discussion of
14 Watermaster Organization” that is attached as Exhibit “11” to the Davis Declaration. At that
15 meeting AVEK Board Member Mr. Robert Parris, AGWA member Mr. John Calandri,
16 Waterworks District No. 40 General Manager Mr. Adam Ariki, and Tejon representative Mr.
17 Dennis Atkinson, sat upon the dais of the Lancaster City Council Chambers throughout the
18 meeting. During the meeting, Mr. Ariki indicated that the Los Angeles County Board of
19 Supervisors had not yet decided who would fill the Watermaster Seat for Waterworks District
20 No. 40. Mr. Calandri stated, referring to the selection of the Landowner Seats, “What we have to
21 do will be monumental. The landowners are fractionalized.” Mr. Parris of AVEK, who had only
22 recently been appointed as the AVEK representative for the AVEK Watermaster Seat, appeared
23 to view his recent appointment as a license to assume control of the meeting. AVEK Assistant
24 General Manager Mr. Dwayne Chisam unequivocally stated that AVEK will take direction from
25 the Watermaster regarding administrative matters. Mr. Thomas Bunn, III, counsel for Palmdale
26 Water District, expressed dissatisfaction and concern over the appearance of these individuals
27 sitting upon the dais and acting as if they had already been seated, and as if they were dictating to
28 the attendees.

1 5. On February 17, 2016, I personally attended a meeting at Lancaster City Hall
2 Council Chambers as noticed by AVEK in its January 28, 2016 "Notice of Public Meeting
3 Notice of Discussion of Water Master Organization" that is attached as Exhibit "14" to the Davis
4 Declaration. At that meeting, Mr. John Calandri and Mr. Gary Van Dam addressed the group
5 from the podium; during which, Mr. Van Dam stated that the two Landowner Seats were "the
6 farmers' seats."

7 6. On March 16, 2016, I personally attended a meeting at Lancaster City Hall
8 Council Chambers as noticed by AVEK in its February 26, 2016 "Notice of Watermaster
9 Organizational Meeting Landowner Representatives" that is attached as Exhibit "16" to the
10 Davis Declaration.

11 7. On March 31, 2016, I personally attended a meeting at the Palmdale Water
12 District in Palmdale, California, as noticed by AVEK in its March 22, 2016 "Notice of
13 Watermaster Organizational Meeting Landowner Representatives" that is attached as Exhibit
14 "17" to the Davis Declaration. At that meeting, Tejon representative Mr. Dennis Atkinson,
15 stated to all who were present that it was his understanding that AVEK, Waterworks District No.
16 40, and the representative holding the second Public Water Supplier Watermaster Seat had
17 already come to an agreement on who the Watermaster Engineer would be. AVEK's Assistant
18 General Manager, Mr. Dwayne Chisam, was present when Mr. Atkinson made that statement,
19 and Mr. Chisam did not refute it. Both my counsel and I subsequently discussed that statement
20 in a telephone call with counsel for Waterworks District No. 40, who expressed his belief that no
21 such agreement had been made regarding the selection of the Watermaster Engineer, at least not
22 by Waterworks District No. 40.

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

25 Executed this 8th day of April, 2016 at Palmdale, California.

26
27 By: 

28 John Ukkestad

Re: *ANTELOPE VALLEY GROUNDWATER CASES*
Los Angeles County Superior Court Judicial Council Coordinated
Proceedings No. 4408; Santa Clara County Superior Court Case No. 1-05-CV-049053

On April 13, 2016, I served the foregoing document(s) described **DECLARATION OF JOHN UKKESTAD IN SUPPORT OF MOTION FOR ORDER INTERPRETING JUDGMENT REGARDING WATERMASTER FORMATION** on the interested parties in this action in the following manner:

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

Dina Sneider

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