DERRYBERRY & ASSOCIATES LLP Attorneys at Law	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	DERRYBERRY & ASSOCIATES LLP ATTORNEYS AT LAW 41240 11 th Street West, Suite A Palmdale, CA 93551 (661) 945-6115; FAX (661) 948-4772 R. Steven Derryberry State Bar No. 245234 Kimberly R. Rose-McCaslin State Bar No. 248428 Alexander L. Massari State Bar No. 307111 Attorneys for WHITE FENCE FARMS MUTUAL corporation SUPERIOR COURT OF THE FOR THE COUNTY OF LOS ANC 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. 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. Palmdale Water Dist.; Superior Court of California, County of Riverside, consolidated actions, Case Nos. RIC 353840, RIC 344436, RIC 344668; AND RELATED ACTIONS.	STATE OF CALIFORNIA GELES – CENTRAL DISTRICT Judicial Council Coordination Proceeding No. 4408 Santa Clara Case No. 1-05-CV-049053 Assigned to the Honorable Jack Komar NOTICE OF MOTION AND MOTION FOR ORDER APPROVING TRANSFER OF PRODUCTION RIGHT AND TO BE CLASSIFIED AS A STIPULATING PARTY; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF ROBERT LENTON (PRESIDENT OF MOVANT) AND R. STEVEN DERRYBERRY (ATTORNEY FOR MOVANT) IN SUPPORT THEREOF Date: Time: Judge: Hon. Jack Komar
		NOTICE OF MOTION AND MOTION FOR PRODUCTION RIGHT AND TO BE CLASSIF	

TO THE HONORABLE JACK KOMAR, JUDGE OF THE SUPERIOR COURT, ALL 1 2 INTERESTED PARTIES, ALL PERSONS REQUESTING NOTICE, AND THEIR **RESPECTIVE ATTORNEYS OF RECORD:** 3

PLEASE TAKE NOTICE that on the date and time above referenced, or as soon as the 4 Santa Clara County Superior Court [for above-entitled Court located at 111 N Hill St Los 5 6 Angeles CA] may hear the matter, Moving Party WHITE FENCE FARMS MUTUAL WATER 7 CO. No. 3, a California Corporation ("White Fence No. 3"), will and hereby does move the Court 8 for an order approving the transfer of overlying production right and for classification of White 9 Fence No. 3 as a Stipulating Party to the Judgment.

The general grounds for granting this Motion are as follows:

11 1. Section 5.1.1.3 of the judgment provides that "Overlying Production Rights may be 12 transferred pursuant to the provisions of Paragraph 16 of this Judgment."

2. Section 16.1 of the Judgment provides that "Pursuant to terms and conditions to be set forth in the Watermaster rules and regulations, and except as otherwise provided in this Judgment, Parties may transfer all or any portion of their Production Right to another Party so long as such transfer does not cause Material Injury."

3. Movants have entered into an agreement to acquire one acre-foot of Permanent Production Right, from CRAIG VAN DAM and MARTA VAN DAM (collectively Van Dam);

4. The Watermaster Engineer has confirmed that no Material Injury will result to the 19 Basin from any of these transactions; and that a Material Injury analysis will be conducted once a 20 new point of extraction is identified for the transfers; 21

5. The Antelope Valley Watermaster Board has unanimously approved this 22 transaction and has required Movants seek approval from this Court for such transfer ("intervene 23 as a Stipulating Party¹") and confirmation of White Fence No. 3 as an Exhibit 4 Stipulating Party; 24 25 and

26 ¹ Resolution No. R-21-28 Approving Applications for Transfers Pursuant to the Terms of the Judgment with Specified Conditions unanimously approved by the Watermaster Board on October 27, 2021 states that White Fence 27 No. 3 "must, ... file a motion to intervene as a Stipulating Party to the Judgment or otherwise establish with the Court their status as a Stipulating Party to the Judgment." Given White Fence No. 3 is already a Party to the Judgment 28 classified as a Non-Stipulating Party with 4 acre feet of Production Rights, a motion to intervene seems procedurally improper.

NOTICE OF MOTION AND MOTION FOR ORDER APPROVING TRANSFER OF PRODUCTION RIGHT AND TO BE CLASSIFIED AS A STIPULATING PARTY; ETC.

DERRYBERRY & ASSOCIATES LLP Attorneys at Law 10

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DERRYBERRY & ASSOCIATES LLP Attorneys at Law	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26	 6. The Watermaster has stipulated to entry of an Order granting this Motion. This Motion is based on the Declarations of R. Steven Derryberry, Kimberly R. Rose-McCaslin and Robert Lenton, and the Memorandum of Point and Authorities, all of which are attached hereto; the Judgment itself (which specifically authorizes the filing of this Motion); all other pleadings and documents filed in this Action; together with any additional evidence and legal argument which may be presented at or prior to the hearing of this Motion. Respectfully Submitted, Dated: 11.16.2021 DERRYBERRY & ASSOCIATES LLP R. STEVEN DERRYBERRY KIMBERLY R. ROSE-McCASLIN Attorneys for WHITE FENCE FARMS MUTUAL WATER CO. No. 3, a California corporation
	23 24	
	20	3 NOTICE OF MOTION AND MOTION FOR ORDER APPROVING TRANSFER OF PRODUCTION RIGHT AND TO BE CLASSIFIED AS A STIPULATING PARTY; ETC.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

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This Motion stems from a routine agreement for the transfer of Overlying Production Rights² from Van Dam to White Fence No. 3, each a Party. The transfer has been approved by the Watermaster, subject to the Court's approval of the transaction and establishment of White Fence No.3 as a Stipulating Party to the Judgment as to one (1) acre-foot of Overlying Production Right.

This Motion is filed pursuant to Sections 5.1.1.3 and 16.1 of the Judgment which collectively provide that Parties may transfer all or any portion of their Overlying Production Rights to another Party so long as such transfer complies with the terms and conditions set forth by the Watermaster rules and regulations and does not cause Material Injury.

II. STATEMENT OF FACTS

A. Identity of the Moving Party.

White Fence No. 3 is a California corporation formed in 1954 and its sole purpose is to provide water service to its 249 member shareholders by acquisition or production as available. White Fence No. 3 is currently classified as a Non-Stipulating Party with 4 acre feet of Production Rights.

B. Procedural Background.

On December 3, 2015, this Court entered Judgment in the Antelope Valley Groundwater
Cases; Judicial Council Coordination Proceeding No. 4408. The Judgment incorporates by
reference the "Physical Solution"; which sets forth the factual and procedural history of this case,
and a comprehensive ruling for allocation and administration of water and water rights in the
Antelope Valley. The Court adopted the Physical Solution "as the Court's own physical solution"
and declared that it is binding upon all parties as part of the Judgment.

24One of the many parties to the Judgment is Van Dam who owns Overlying Production25Rights as set forth in the Physical Solution, Section 5.1.1.1. Exhibit 4. Pursuant to Section 5.1.1.3

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²⁸ All capitalized terms in this Motion and supporting documents have the same meanings as those set forth in the Judgment and/or the Physical Solution.

said Overlying Production Rights may be transferred pursuant to the provisions of Paragraph 16 of 1 2 the Judgment.

C. Factual Background.

Van Dam and White Fence No.3 entered into a "Water Rights Transfer Agreement" pursuant to which Van Dam proposes to transfer to White Fence No. 3 one (1) acre-foot of the permanent Overlying Production Rights assigned to Van Dam as set forth on Exhibit 4 of the Judgment.

That same day Van Dam and White Fence No. 3 tendered a joint Transfer Request Form to the Antelope Valley Watermaster, requesting its approval of the proposed transaction.

9 During the course of its standard due diligence, the Watermaster and its Engineer confirmed that Van Dam possesses the right to use or permanently transfer at least one acre-foot of 10 Permanent Water Rights.

Full and proper notice of the foregoing Transfer Request was provided to all Parties via: (i) email from the Watermaster to all Parties that have provided an email address, plus all non-parties that have requested notice of applications and proceedings; (ii) posting the Watermaster Board Agenda, which included the subject Transfer Request, on the Watermaster website; and (iii) posting the Watermaster Board Agenda on the bulletin board in the lobby of the Watermaster offices.

No objections to this Transfer Request were filed by any Party to the Adjudication, nor by 18 any other member of the public. 19

On October 27, 2021, at its regular monthly meeting, the foregoing Transfer Request was 20 considered and unanimously approved by the Watermaster Board. In this regard, the Watermaster 21 unanimously adopted Resolution No. R-21-28, Approving Application for Transfer Pursuant to the 22 Terms of the Judgment with Specified Conditions. Among other things, the Watermaster 23 determined in its Resolution that: (i) there remains at least one acre-feet of Permanent Production 24 25 Rights available for use or transfer; (ii) Van Dam possesses the right and power to transfer the Production Rights; and (iii) the transfer of Production Rights results in no Material Injury to the 26 Basin. 27

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As a condition of final approval, the Watermaster also requested, and White Fence No. 3 1 2 agreed, that White Fence No. 3 establish with the Court their status as a Stipulating Party to the Judgment as to the one (1) acre-foot of Overlying Production Right transferred from Van Dam. 3 Prior to filing this Motion, White Fence No. 3 consulted with the Watermaster Engineer 4 and sought and procured the Watermaster's stipulation to this proposed transfer. 5 6 White Fence No. 3 therefore filed the instant Motion for an Order approving transfer of 7 overlying production right and for classification as a Stipulating Party. As noted above, the Watermaster has stipulated to the issuance of said Order. 8 III. LEGAL ARGUMENT 9 The California Code of Civil Procedure provides that "every court shall have the power to 10 11 amend and control its process and orders so as to make them conform to law and justice." Code Civ. Proc., § 128(a)(8). When the Physical Solution was drafted and adopted, 12 the Court anticipated that it would inevitably be necessary for Parties to the judgment to transfer rights provided for therein. The Court therefore provided the 13 mechanism to achieve this result as follows: "5.1.1.3 Overlying Production Rights may be transferred pursuant to the provisions 14 of Paragraph 16 of this Judgment. 15 16 17 16.1 When Transfers are Permitted. Pursuant to terms and conditions to be set forth in the Watermaster rules and regulations, and except as otherwise provided in this 18 Judgment, Parties may transfer all or any portion of their Production Right to another Party so long as such transfer does not cause Material Injury. 19 20 16.2 Transfers to Non-Overlying Production Right Holders. Overlying Production Rights that are transferred to Non-Overlying Production Right holders shall remain 21 on Exhibit 4 and be subject to adjustment as provided in Paragraph 18.5.10, but may be used anywhere in the transferee's service area." 22 23 On or about July 22, 2020, and pursuant to the Judgment, the Watermaster Board approved 24 the Watermaster Rules and Regulations ("R&Rs") for the purpose of implementing the Final 25 Judgment and Physical Solution (see Request for Judicial Notice, Exhibit 1). Section 13 of the 26 R&Rs which states that "One-time temporary transfers, multi-year transfers, and permanent 27 transfers of a Production Right are allowed between the Parties" pursuant to ¶ 16.1 of the 28 Judgment. The Rules and Regulations provide that pursuant to the Judgment any Party to the NOTICE OF MOTION AND MOTION FOR ORDER APPROVING TRANSFER OF PRODUCTION RIGHT AND TO BE CLASSIFIED AS A STIPULATING PARTY; ETC.

DERRYBERRY & ASSOCIATES LLP Attorneys at Law Judgment can transfer to any other Party³ (R&Rs 13(d)(ii)) Overlying Production Rights (R&Rs
 13(c)(i)). Sections f-i, of the R&Rs then provide the specific transfer request protocol to be
 followed, and states that once approved the transfer will be recorded in a record of all transfers
 maintained by the Watermaster Engineer and with the transferred water assigned to the
 transferee's proper water account.

The foregoing language is applicable in the instant case because White Fence No. 3 and Van Dam, each a Party to the Judgment, seek to transfer a portion of the Overlying Production Rights assigned Van Dam thereby placing the proposed transaction squarely within those contemplated by the Court and the R&Rs. Additionally, the Watermaster, by and through the protocol set forth in the R&Rs has approved of the transfer contingent only on this Court confirming same and establishing White Fence No. 3 as an Exhibit 4 Stipulating Party as to one (1) acre-foot of Overlying Production Right previously assigned to Van Dam as a result of said transfer, with said one (1) acre-foot to remain on Exhibit 4 and be subject to adjustment as provided in Paragraph 18.5.10 of the Judgment.

The Watermaster emailed notice of these Transfer Requests to all Parties and other
interested persons and posted said Requests on its website and bulletin board, and no Party nor any
member of the public objected thereto.

Since the proposed transactions are proper and have been approved by the Watermaster,
and are within those contemplated by the Court at the time of the Judgment, Movants respectfully
request that this Court enter an order approving the transfer and confirming White Fence No. 3 as
an Exhibit 4 party as to the one (1) acre-foot of Overlying Production Right purchased from Van
Dam. By this application White Fence No. 3 is not, and does not intend to, relinquish their
previously adjudicated right to 4 acre feet of Production Rights as a Non-Stipulating Party.

Movant argues that this transfer is not one contemplated by, or should be regulated in compliance with section 5.1.10 of the Judgment where White Fence No. 3 does not contend that it has a claim to a Production Right separate from that previously adjudicated and awarded to Van Dam. Thus, the allocation of the one-acre foot of production already accounted for on Exhibit 4 to

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³ Except for limited specified circumstances which do not apply here.

NOTICE OF MOTION AND MOTION FOR ORDER APPROVING TRANSFER OF PRODUCTION RIGHT AND TO BE CLASSIFIED AS A STIPULATING PARTY; ETC.

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White Fence No. 3 has no effect on the Basin as such production is already included in the Adjusted Native Safe Yield.

IV. PRAYER

Movant respectfully requests that this Court grant the Motion for Order Approving Transfer of Production Right and approve White Fence No. 3 as an Exhibit 4 Stipulating Party as to one (1) acre-foot of Overlying Production Right, with such transferred water to be recorded in the records of the Watermaster Engineer.

Dated: 11.16.2021

DERRYBERRY & ASSOCIATES LLP

Attorneys at Law

DERRYBERRY & ASSOCIATES LLP

R. STEVEN DERRYBERRY KIMBERLY R. ROSE-McCASLIN Attorneys for WHITE FENCE FARMS MUTUAL WATER CO. No. 3, a California corporation

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DECLARATION OF ROBERT LENTON

I, ROBERT LENTON declare as follows:

1. I am the President of WHITE FENCE FARMS MUTUAL WATER CO. No. 3, a California corporation (hereinafter referred to as "White Fence No. 3"), the Movant herein. I have the authority to make this declaration as the Custodian of Records of White Fence No. 3 and hereby certify the authenticity of the records attached hereto. I have personal knowledge of the matters set forth herein, and if called as a witness, I could competently testify thereto.

2. In my employment with White Fence No. 3, I have custody of originals of the documents attached hereto, which I have personally reviewed. In my capacity as a Custodian of Records, I hereby state that the documents attached hereto constitute writings compiled or prepared in the regular and ordinary course of business of White Fence No. 3. As to those documents compiled by or received from others, I hereby state that such records were placed in the proper files of White Fence No. 3 at or near the time of receipt by a person employed by White Fence No. 3 who had a duty to so act. As to those document was prepared by a person employed by White Fence No. 3, I state from my own knowledge that each record or document was prepared by a person employed by White Fence No. 3, at or near the time of the act or event of which they are a record. I further state from my own knowledge that each such record or document prepared by White Fence No. 3 was prepared by a person employed by White Fence No. 3 who had person employed by White Fence No. 3 who had a duty to so act.

3. White Fence No. 3 was formed and located in Lancaster, California in 1954. From
its inception to the present, White Fence No. 3's sole purpose is to provide water service to its 249
member shareholders by acquisition or production as available.

4. Craig and Marta Van Dam and White Fence No. 3 entered into a "Water Rights
Transfer Agreement", pursuant to which the Van Dam's proposed to transfer to White Fence No. 3
one acre-foot of Permanent Production Rights.

Dated August 2, 2021, the Van Dam's and White Fence No. 3 also executed and tendered a
 joint "Transfer Request Form" to the Antelope Valley Watermaster, requesting its

NOTICE OF MOTION AND MOTION FOR ORDER APPROVING TRANSFER OF PRODUCTION RIGHT AND TO BE CLASSIFIED AS A STIPULATING PARTY; ETC.

DERRYBERRY & ASSOCIATES LLP Attorneys at Law approval of the proposed transaction. A true and correct copy of the Transfer Request Form is
 attached hereto as Exhibit "A" and is incorporated herein by this reference.

6. During the course of its standard due diligence, the Watermaster and its Engineer
confirmed that the Van Dam's possess the right to use or permanently transfer at least one acrefoot of Permanent Water Rights.

7. Full and proper notice of the foregoing Transfer Request was provided to all Parties via: (i) email from the Watermaster to all Parties that have provided an email address, plus all non-parties that have requested notice of applications and proceedings; (ii) posting the Watermaster Board Agenda, which included the subject Transfer Request, on the Watermaster website; and (iii) posting the Watermaster Board Agenda on the bulletin board in the lobby of the Watermaster offices. *No objections to this Transfer Request were filed by any Party to the Adjudication, nor by any other member of the public.*

8. On October 27, 2021, at its regular monthly meeting, the foregoing Transfer Request was considered and *unanimously approved by the Watermaster Board*. In this regard, the Watermaster unanimously adopted *Resolution No. R-21-28, Approving Application for Transfer Pursuant to the Terms of the Judgment with Specified Conditions*. A true and correct copy of said Resolution is attached hereto as Exhibit "B" and is incorporated herein by this reference. Among other things, the Watermaster determined in its Resolution that the transfer of Production Rights results in no Material Injury to the Basin.

9. As a condition of final approval, the Watermaster also requested, and White Fence
No. 3 agreed, that White Fence No. 3 would establish with the Court their status as a Stipulating
Party to the Judgment as to the one (1) acre-foot of Overlying Production Right subject of the
transfer from Van Dam.

24 10. Prior to filing this Motion, White Fence No. 3 consulted with the Watermaster
25 Engineer and sought and procured the Watermaster's stipulation to this Motion.

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11. White Fence No. 3 has therefore filed the instant Motion.

I am aware that the Watermaster's approval of these transactions is conditioned
upon the Court's approval and confirmation of White Fence No. 3 as an Exh. 4 Stipulating Party to

NOTICE OF MOTION AND MOTION FOR ORDER APPROVING TRANSFER OF PRODUCTION RIGHT AND TO BE CLASSIFIED AS A STIPULATING PARTY; ETC.

DERRYBERRY & ASSOCIATES LLP Attorneys at Law 6

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	1	the Judgment as to the one (1) acre-foot of Overlying Production Right currently held by Van						
	2	Dam.						
	3	13. White Fence No. 3 desires to become an Exhibit 4 Stipulating Party to the						
	4	Judgment herein, and I respectfully request that this Court enter an Order to that effect.						
	5	I declare under the penalty of perjury under the laws of the State of California that the						
	6	foregoing is true and correct.						
	7	Executed on 1/. 16.21, at Palmdale, California.						
	8	MA						
	9 10	ROBERT LENTON, President						
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		PRODUCTION RIGHT AND TO BE CLASSIFIED AS A STIPULATING PARTY; ETC.						

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1	DECLARATION OF R. STEVEN DERRYBERRY
2	I, R. Steven Derryberry declare as follows:
3	1. I am an attorney at law duly licensed to practice before this Court, and as such, I
4	am the attorney for Movant WHITE FENCE FARMS MUTUAL WATER CO. No. 3, a California
5	corporation (hereinafter referred to as "White Fence No. 3"), in this action.
6	2. I have personal knowledge of the matters set forth herein, and if called as a witness,
7	I could competently testify thereto.
8	3. I attended the October 27, 2021, Watermaster Board meeting via telephone
9	conference call. After a thorough discussion and consideration of the matter, I personally heard
10	that the foregoing Transfer Request was considered and unanimously approved by the
11	Watermaster Board. In this regard, the Watermaster unanimously adopted Resolution No. R-21-
12	28, Approving Application for Transfer Pursuant to the Terms of the Judgment with Specified
13	Conditions. A true and correct copy of the Resolution is attached hereto as Exhibit "B" and is
14	incorporated herein by this reference.
15	4. As a condition of final approval, the Watermaster also requested, and White Fence
16	No. 3 agreed, to seek confirmation of the transfer and to establish White Fence No. 3 as an Exhibit
17	4 Stipulating Party to the Judgment.
18	I declare under the penalty of perjury under the laws of the State of California that the
19	foregoing is true and correct.
20	Executed on 11.16.2021, at Palmdale, California.
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22	K. St. Shy
23	R. STEVEN DERRYBÉRRY
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	1 NOTICE OF MOTION AND MOTION FOR ORDER APPROVING TRANSFER OF
	PRODUCTION RIGHT AND TO BE CLASSIFIED AS A STIPULATING PARTY; ETC.

		4	am the attorney for Movant WHITE FENCE
	5	corporation (hereinafter referred to as "White	
		6	2. I have personal knowledge of
		7	I could competently testify thereto.
		8	3. On or about November 4, 202
		9	associate attorney with the General Counsel f
		10	Goodman that I had completed this Motion as
	LLP	11	confirmation that he would be the person to s
	DERRYBERRY & ASSOCIATES LLP Attorneys at Law	12	4. On November 9, 2021, Mr. Go
	DCIA aw	13	had no objection to the proposed Motion, and
	RRY & ASSOC Attorneys at Law	14	that the Watermaster does hereby stipulate to
	rY & torney	15	confirming White Fence No. 3 as an Exhibit
	3ERR At	16	that I have his authority to prepare this Decla
	RRYI	17	stipulate, on behalf of the Watermaster, to the
	DEI	18	confirming White Fence No. 3 as an Exhibit
		19	I declare under the penalty of perjury
		20	foregoing is true and correct.
		21	Executed on November 16, 2021 at Palmo
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DECLARATION OF R. STEVEN DERRYBERRY

I, Kimberly R. Rose-McCaslin declare as follows:

1. I am an attorney at law duly licensed to practice before this Court, and as such, I FARMS MUTUAL WATER CO. No. 3, a California Fence No. 3"), in this action.

the matters set forth herein, and if called as a witness,

1, I telephoned and spoke to Cameron Goodman, for the Antelope Valley Watermaster. I informed Mr. nd supporting documents, and I requested sign the Watermaster's stipulation to this Motion.

oodman stated in electronic correspondence that he I that I have his authority to represent to the Court entry of Orders approving the Transfer and 4 Stipulating Party. Mr. Goodman also advised me ration, and thereby inform this Court that he does e issuance of an Order approving the Transfer and 4 Stipulating Party to the Judgment herein.

y under the laws of the State of California that the

dale, California.

ĽY R. ROSE-McCASLIN

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 Ave N, Palmdale, CA 93551 Suite 102 #158 OR email to: 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	or	TEMPORARY/ONE-TIME TRANSFER?	No	
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IF TRANSFER DUE TO CHANGE IN LAND OWNERSHIP. PLEASE ATTACH DEED AS PROOF OF SALE OR A PRELIMINARY TITLE REPORT

Date Requested August 2, 2021 Amount Requested ONE (1)

acre-feet

If Temporary, Calendar Year(s) to be Used

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

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

TRANSFER FROM (SELLER/TRANSFEROR):

Name CRAIG VAN DAM and MARTA VAN DAM Street Address 8845 WEST AVENUE E-8, #175

City_LANCASTER	State CA	Zip Code_ 93536
Phone 661-510-8205	email	avfarming@yahoo.com
		2284 001 001 and 2284 001 002

APN#(s) where transfer originates (i.e., production well location(s)) 3384-001-001 and 3384-001-003

SAME APN#(s) (or water supply service area) where groundwater was used

TRANSFER TO (BUYER/TRANSFEREE):

Name WHITE FENCE FARMS MUTUAL WATER CO. NO. 3 Street Address P.O. BOX 3411

City LANCASTER Zip Code_93586-3411 _State CA email whitefencefarms3@gmail.com

Phone 661-943-3316

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 NO EXTRACTION POINT AT THIS TIME BUYER WILL COMPLY WITH THE AV WATER ADJUDICATION JUDGMENT, AV WATERMASTER RULES AND CALIFORNIA LAWS BEFORE EXTRACTING WATER PROVIDED.

Purpose of Transfer: Permanent Transfer resulting from Property Sale/Transfer [PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT]

- Additional Source of Water
- Other, explain

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

- Current Year Production Right: amount ______acre-feet
- Carry Over Water: amount ______acre-feet
- □ Storage: amount acre-feet
- ☑ Other, explain PERMANENT OVERLYING PRODUCTION RIGHT OF 1 ACRE-FOOT

(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? <u>No</u>	
If yes, please explain:	

Please provide groundwater elevations in the areas affected by the transfer._____

Are Parties aware of any water level issues that exist in either the area transferred from or to? <u>No</u> If yes, please explain:

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.

SECURITY INTEREST OR LIENHOLDERS

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.

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 Transferee Date <u>8-2-2/</u> Date <u>8/19/21</u>

Page 2 of 3

Updated April 2020

To be completed by the Watermaste γ $+$ f $(1, 0, -)$		
Watermaster Engineer Approval	Date	9/7/21
(& AAU (MAR AR ADD	10	760-21
Watermaster Board Approval <u>MUUU 7 UUCUUU</u>	Date /	101/01
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TRANSFER REQUEST FORM Signatures Cont.

Transfer from Craig Van Dam and Marta Van Dam to White Fence Farms Mutual Water Co. No. 3, of one (1) acre-foot of overlying production rights.

TRANSFEROR:

just 2rd 20

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

On <u>Up</u> 2, <u>2021</u> before me, <u>MULAM</u>, a Notary Public personally appeared MARTA VAN DAM, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 (Seal)

)))



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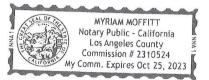
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On Charles A. C. 2021 before me, Market Moffet Moff

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 (Seal)



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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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WITNESS my hand and official seal. Signature (Seal)

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EXHIBIT B

RESOLUTION NO. R-21-28

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"), Craig and Marta Van Dam proposes to make permanent transfer of 1 acre-foot of Production Right and 1,000 acre-feet of Carry Over water to White Fence Farms Mutual Water Co. No. 3; and

WHEREAS, White Fence Farms MWC No. 3 is a Non-Stipulating Party to the Judgment, and as such White Fence Farms MWC No. 3 may not receive a transfer of Production Rights until they successfully intervene as a Stipulating Party to the Judgment, or otherwise establish with the Court their status as a Stipulating Party to the Judgment; and

WHEREAS, no point of extraction is identified by White Fence Farms MWC No. 3, which means no Material Injury analysis can be conducted at this time; and

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

- (1) White Fence Farms MWC No. 3 must, no later than thirty (30) days after the date of this Resolution, file a motion to intervene as a Stipulating Party to the Judgment or otherwise establish with the Court their status as a Stipulating Party to the Judgment;
- (2) the proposed transfers shall be of no force or effect until White Fence Farms MWC No. 3 has successfully intervened as a Stipulating Party to the Judgment or otherwise established with the Court their status as a Stipulating Party to the Judgment; and

(3) the Production Right to be transferred to White Fence Farms MWC No. 3 shall not be utilized by White Fence Farms MWC No. 3 or any subsequent transferee until a point of extraction is identified and disclosed to the Watermaster Engineer in writing, the Watermaster Engineer has conducted a Material Injury analysis and determined that no Material Injury will occur, and such Material Injury analysis has been reviewed and approved by the Board.

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-21-28 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held October 27, 2021, in Palmdale, California.

Date: ATTEST: Yallela Patricia Rose - Secretary

EXHIBIT A Attachment to Resolution No. R-21-28 Approving Applications for Transfers Pursuant to the Terms of the Judgment

Original Producer	Transferee	Type of Transfer	Amount	Original Parcel(s) (APN#)	Parcels Water Transferred to (APN#)
Craig and Marta Van Dam	White Fence Farms Mutual Water Company No. 3	Permanent	1 (AF)	3384-001-001 & 3884-001-003	Unknown
Craig and Marta Van Dam	White Fence Farms Mutual Water Company No. 3	Carryover	1,000 (AF)	3384-001-001 & 3884-001-003	Unknown



October 7, 2021

Robert Parris, Chair Antelope Valley Watermaster Board

Re: Craig and Marta Van Dam to White Fence Farms Mutual Water Co. No. 3. Transfer

Watermaster Board:

Todd Groundwater finds that the attached application for a permanent transfer of 1 acre-foot (AF) of Production Rights and 1,000 AF of Carry Over water from Craig and Marta Van Dam to White Fence Farms Mutual Water Co. No. 3. (White Fence Farms MWC #3) is complete. White Fence Farms MWC #3 is a Non-Stipulating Party with 4 AF of Production Rights. Craig and Marta Van Dam are an Exhibit 4 Party and have the available Production Rights and Carry Over water to complete this transfer.

White Fence Farms MWC #3 is buying the 1 AF of permanent Production Rights to become an Exhibit 4 Party and to be able to carry over the transferred 1,000 AF of Carry Over water. This transfer is considered an investment transfer since White Fence Farms MWC #3 does not have an extraction point identified yet for this water. White Fence Farms MWC #3 must establish with the Court their status as a Stipulating Party to the Judgment prior to effectuating the transfer.

Todd Groundwater recommends the approval of this application on the condition that White Fence Farms MWC #3 successfully establishes with the Court their status as a Stipulating Party to the Judgment and that a New Point of Extraction application or a subsequent Transfer application is submitted in the future before the water is produced and is shown not to cause a Material Injury.

Sincerely,

Katherine White

Katherine White Todd Groundwater, Antelope Valley Watermaster Engineer

-

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 Ave N, Palmdale, CA 93551 Suite 102 #158 <u>OR</u> email to: <u>info@avwatermaster.net</u> Call Watermaster Administrative staff at 661-234-8233 with questions. <i>Transfer Requests review could take up to 60 days</i> .
PERMANENT TRANSFER?Yes or TEMPORARY/ONE-TIME TRANSFER? No
IF TRANSFER DUE TO CHANGE IN LAND OWNERSHIP, PLEASE ATTACH DEED AS PROOF OF SALE OR A PRELIMINARY TITLE
REPORT ONE (1)
Date Requested August 2, 2021 Amount Requested ONE (1) acre-feet
If Temporary, Calendar Year(s) to be Used
Which Party will be paying the annual Administrative Assessment(s) for the transferred water?
Is either Party a member of the Antelope Valley United Mutuals Group?Yes or No
TRANSFER FROM (SELLER/TRANSFEROR):
Name CRAIG VAN DAM and MARTA VAN DAM Street Address 8845 WEST AVENUE E-8, #175 City LANCASTER State CA Zip Code 93536 Phone
City_LANCASTERState_CAZip Code_93536
Phone email email 2384_001_002 email
APN#(s) where transfer originates (i.e., production well location(s))3384-001-001 and 3384-001-003
APN#(s) (or water supply service area) where groundwater was used <u>SAME</u> TRANSFER TO (BUYER/TRANSFEREE): Name <u>WHITE FENCE FARMS MUTUAL WATER CO. NO. 3</u> Street Address <u>P.O. BOX 3411</u> City <u>LANCASTER</u> <u>State CA</u> Zip Code <u>93586-3411</u> Phone <u>661-943-3316</u> email <u>whitefencefarms3@gmail.com</u>
CityStateCAZip CodeZip CodeZip Code
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 usedNO EXTRACTION POINT AT THIS TIME. BUYER WILL COMPLY WITH THE AV WATER ADJUDICATION JUDGMENT, AV WATERMASTER RULES AND CALIFORNIA LAWS BEFORE EXTRACTING WATER PROVIDED.
Purpose of Transfer: Permanent Transfer resulting from Property Sale/Transfer [PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT]
Additional Source of Water
Other, explain
Water is to be Transferred from/to: (transferred water retains its original water type):
Current Year Production Right: amountacre-feet
Carry Over Water: amountacre-feet
□ Storage: amount acre-feet
Other, explain PERMANENT OVERLYING PRODUCTION RIGHT OF 1 ACRE-FOOT
(Transferred water retains its original water type – e.g., transferred Carry Over Water remains Carry Over water)
Page 1 of 3 Updated April 2020

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? <u>No</u>	
If yes, please explain:	

Please provide groundwater elevations in the areas affected by the transfer._____

Are Parties aware of any water level issues that exist in either the area transferred from or to? <u>No</u> If yes, please explain:

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.

SECURITY INTEREST OR LIENHOLDERS

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.

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 Transferee Date <u>8-2-2/</u> Date <u>8/19/21</u>

Page 2 of 3

Updated April 2020

To be completed by the Watermaste γ $+$ f $(1, 0, -)$		
Watermaster Engineer Approval	Date	9/7/21
(& AAU (MAR AR ADD	11	760-21
Watermaster Board Approval <u>MUUUI CUUUU</u>	Date /	$\sqrt{Q'/Q}$
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Transfer from Craig Van Dam and Marta Van Dam to White Fence Farms Mutual Water Co. No. 3, of one (1) acre-foot of overlying production rights.

TRANSFEROR:

just 2rd 20

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WITNESS my hand and official seal. Signature (Seal)

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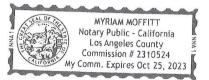
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TRANSFER REQUEST FORM

ANTELOPE VALLEY WATERMASTER

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Are Parties aware of any water quality issues that exist in either the area transferred from or to? <u>No</u> If yes, please explain: ______

Please provide groundwater elevations in the areas affected by the transfer._____

Are Parties aware of any water level issues that exist in either the area transferred from or to? ____No______ If yes, please explain: ______

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.

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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 Transferee Date 8-2-2/ Date 8-2-2/ Date 8-2-2/

To be completed by the Watermaster: γ_{1} + β_{2}		
Watermaster Engineer ApprovalKatherine White	Date	9/7/21
Watermaster Board Approval Statty Macdard	Date 🖊	0/27/201

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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WITNESS my hand and official seal. (Signature (Seal)

)



TRANSFER REQUEST FORM Signatures Cont.

Transfer from Craig Van Dam and Marta Van Dam to White Fence Farms Mutual Water Co. No. 3, of 1,000 acre-feet of carry over water rights.

TRANSFEROR: MARTA VAN DAM

8-5-51

1

DATE

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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WITNESS my hand and official seal. MYRIAM MOFFITT (Seal) Signature Notary Public - California Los Angeles County Commission # 2310524 My Comm. Expires Oct 25, 2023

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COUNTY OF LOS ANGELES

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