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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE 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.
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. 44008**

**Santa Clara Case No.: 1-05-CV-049053
Assigned to the Honorable Jack Kumar
Department 17C**

**MOTION TO INTERVENE IN
JUDGMENT; MEMORANDUM OF
POINTS AND AUTHORITIES;
DECLARATION OF RONALD TUTOR
IN SUPPORT THEREOF**

Date:

Time:

Judge: Hon. Jack Kumar

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

4 Moving Party TUTOR PERINI CORPORATION, a Massachusetts corporation ("TPC"),
5 hereby movew the Court for an order granting them leave to intervene in this Action and thereby
6 become Parties to the December 23, 2015 Judgment and Physical Solution ("Judgment") in the
7 above-captioned Antelope Valley Groundwater Adjudication.

8 The general grounds for granting this Motion are as follows:

9 1. Section 20.9 of the Judgment provides that "[a]ny Person who is not a Party or
10 successor to a Party and who proposes to ... acquire a Production Right ... is required to seek to
11 become a Party subject to this Judgment through a noticed motion to intervene in this Judgment
12 prior to commencing Production." This language applies to Movant because it is not presently a
13 named Party, and they seek to acquire Production Rights;

14 2. Movant has entered into an agreement to acquire one (1) acre-foot of Permanent
15 Production Right from the Antelope Valley Water Trust.

16 3. The Watermaster Engineer has confirmed that no Material Injury will result to the
17 Basin from any of these transactions; and that a Material Injury analysis will be conducted once a
18 new point of extraction is identified for the transfer.

19 4. The Antelope Valley Watermaster Board has unanimously approved this
20 transaction and has required Movant intervene and become a Party to the Judgment; and

21 5. The Watermaster has stipulated to entry of an Order granting this Motion to
22 Intervene;

23 6. In addition to the above-noted reasons and procedures that were anticipated and
24 incorporated into the Judgment itself; all of the requirements for both mandatory and permissive
25 intervention (as set forth in Code of Civil Procedure Section 387) are also present in this case;
26 thereby providing triplicate cause to grant this Motion to Intervene.


27 This Motion is based on the Declaration of Ronald Tutor and the Memorandum of Point
28 and Authorities, all of which are attached hereto; the Judgment itself (which specifically

1 authorizes the filing of this Motion); all other pleadings and documents filed in this Action;
2 together with any additional evidence and legal argument which may be presented at or prior to
3 the hearing of this Motion.

4 Respectfully Submitted,

5 DERRYBERRY & ASSOCIATES LLP

6
7 Dated: 5.10.2023


8 R. STEVEN DERRYBERRY
9 KIMBERLY R. ROSE-McCASLIN
10 Attorneys for Tutor Perini Corporation, a
11 Massachusetts corporation
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Motion stems from a routine agreement for the transfer of Production Rights¹. The transfer has been approved by the Watermaster, subject to the parties intervening into this Action and becoming Parties to the Judgment.

This Motion is filed pursuant to Section 20.9 of the Judgment, which specifies that “[a]ny Person who is not a Party or successor to a Party and *who proposes to ... acquire a Production Right* ... is required to seek to become a Party subject to this Judgment though a noticed motion to intervene in this Judgment prior to commencing Production.” The foregoing language is applicable in the instant case, because TPC proposes to “acquire a Production Right” thereby placing them neatly into the category of persons that were specifically expected to intervene into this Action, and thereby become Parties bound by the Judgment.

II. STATEMENT OF FACTS

A. Identity of the Moving Party.

TPC is a leading civil, building and specialty construction company focused on large and complex projects operating through the following business segments: Civil, Building, and Specialty Contractors. The Civil segment specializes in public works construction and the replacement and reconstruction of infrastructure across the major geographic regions of the United States. The Building segment offers services to a number of specialized building markets for private and public works customers, including hospitality and gaming, transportation, health care, commercial offices, government facilities, sports and entertainment, education, correctional facilities, biotech, pharmaceutical, industrial, and high-tech. The Specialty Contractors segment covers electrical, mechanical, plumbing, HVAC, fire protection systems and pneumatically placed concrete for a full range of civil and building construction projects in the industrial, commercial, hospitality and gaming, and mass-transit end markets.

¹ 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.

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.

Among the many parties to the Judgment is the Antelope Valley Water Trust which owns Overlying Production Rights as set forth in the Physical Solution, Section 5.1.1.1. Exhibit 4. Pursuant to Section 5.1.1.3 said Overlying Production Rights may be transferred pursuant to the provisions of Paragraph 16 of the Judgment.

C. Factual Background.

On March 24, 2023, David Leventhal, Trustee of the Antelope Valley Water Trust and TPC entered into a "Water Rights Transfer Agreement" pursuant to which the Antelope Valley Water Trust proposes to transfer to TPC one (1) acre-foot of permanent Overlying Production Rights.

Concurrently therewith the Antelope Valley Water Trust and TPC tendered a joint Transfer Request Form to the Antelope Valley Watermaster, requesting its approval of the proposed transaction.

During the course of its standard due diligence, the Watermaster and its Engineer confirmed that the Antelope Valley Water Trust possesses the right to use or transfer Permitted Volume in the amount of fifty (50) acre-feet per year.

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

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

3 On April 26, 2023, at its regular monthly meeting, the foregoing Transfer Request was
4 considered and unanimously approved by the Watermaster Board. In this regard, the Watermaster
5 unanimously adopted Resolution No. R-23-30, Approving Application/or Transfer Pursuant to the
6 Terms of the Judgment with Specified Conditions. Among other things, the Watermaster
7 determined in its Resolution that: (i) the Antelope Valley Water Trust has at least fifty (50) acre-
8 feet of unused Production Rights available for use or transfer: (ii) the Antelope Valley Water Trust
9 possesses the right and power to transfer the Production Rights; and (iii) the transfer of Production
10 Rights results in no Material Injury to the Basin.

11 As a condition of final approval, the Watermaster also requested, and TPC agreed, to
12 intervene as a party to the Judgment.

13 Prior to filing this Motion, the TPC consulted with the Watermaster Engineer and sought
14 and procured the Watermaster's stipulation to this proposed intervention.

15 TPC has therefore filed the instant Motion to Intervene in the Judgment. As noted above,
16 the Watermaster has stipulated to TPC's intervention into the Judgment.

17 **III. LEGAL ARGUMENT**

18 **A. The Judgment Specifically Provides for Intervention by Parties Who Propose** 19 **to Acquire a Production Right.**

20 When the Physical Solution was drafted and adopted, the Court anticipated that it would
21 inevitably be necessary to include additional persons as named Parties to the judgment. The Court
22 therefore provided the mechanism to achieve this result, via Section 20.9 of the Judgment, which
23 provides as follows:

24 "20.9 Intervention After Judgment. Any Person who is not a Party or successor to
25 a Party and who proposes to ... acquire a Production Right ... is required to seek to
26 become a Party subject to this Judgment though a noticed motion to intervene in this
27 Judgment prior to commencing Production. Prior to filing such a motion, a proposed
28 intervenor shall consult with the Watermaster Engineer and seek the Watermaster's
stipulation to the proposed intervention.... Thereafter, if approved by the Court, such
intervenor shall be a Party bound by this Judgment." (Emphasis added).

1 The foregoing language is applicable in the instant case because TPC proposes to "acquire
2 a Production Right"; thereby placing them neatly into the category of persons that were
3 specifically expected to intervene into this Action, and thereby become Parties bound by the
4 Judgment. Additionally, the Watermaster requires TPC's intervention into this Action.

5 Intervention is proper under Section 20.9 of the Judgment, because the Watermaster Board
6 has approved the subject transactions, the transactions cause no Material Injury. Additionally, the
7 Watermaster emailed notice of these Transfer Requests to all Parties and other interested persons
8 and posted said Requests on its website and bulletin board, and no Party nor any member of the
9 public objected thereto.

10 Since Movants are one of the exact categories of persons that the Court and all Parties
11 expected to intervene, and their proposed transactions are proper and have been approved by the
12 Watermaster. Movants respectfully request that this Court enter an order granting this motion to
13 intervene.

14 **B. Intervention is Necessary and Appropriate Under C.C.P. Section 387.**

15 TPC's intervention is also necessary and appropriate under California Code of Civil
16 Procedure Section 387. Section 387 provides that a Court shall permit a nonparty to intervene in
17 an action or proceeding when that party claims an interest relating to the property that is the
18 subject of the action, when the disposition of the action may impair or impede that person's ability
19 to protect that interest, and when that interest is not adequately represented by an existing party. A
20 Court may also permit intervention upon timely application by nonparty that has an interest in the
21 subject matter of the litigation that may be affected, when the intervention will not enlarge the
22 issues in the litigation and when the reasons for the intervention outweigh any opposition by the
23 parties presently in the action. Cal Code Civ. Proc. § 387 subd. (d); *US Ecology, Inc. v. State of*
24 *California*, 92 Cal. App. 4th 113, 139 (2001); *Timberidge Enterprises, Inc. v. City of Santa Rosa*,
25 86 Cal. App. 3d 873, 881 (Cal. Ct. App. 1978).

26 In the instant case, both of the above tests are satisfied. Mandatory intervention is
27 applicable because: (i) both parties claim an interest in the water Production Rights which are the
28 subject of the Transfer Requests; (ii) intervention is presently deemed necessary by the

1 Watermaster for the parties to transfer, own, and/or use the Production Rights; and (iii) no current
2 party represents the interests of the Movant.

3 Permissive intervention is also applicable because: (i) both parties claim an interest in the
4 water Production Rights which are the subject of the Transfer Requests; (ii) intervention will not
5 enlarge, alter, impair, nor in any way affect the issues in the litigation (since the litigation is
6 entirely resolved); and (iii) the reasons for intervention are to comply with the Judgment (which
7 specifically contemplates that new parties would intervene), and to comply with conditions
8 required by the Watermaster (that the parties intervene).

9 The intervention statute is designed to promote fairness and to ensure maximum
10 involvement by all responsible, interested in affected parties. *Mary R. v. B. & R. Corp.*, 149 Cal.
11 App. 3d 308, 314 (Cal. Ct. App. 1983). The statute "should be liberally construed in favor of
12 intervention" *Lindelli v. Town of San Anselmo*, 139 Cal. App. 4th 1499, 1505 (2006). The
13 Judgment, which controls, recognizes these principles through Sections 20.9, which expressly
14 provide for intervention after entry of the Judgment in order to account for persons who "propose
15 to ... acquire a Production Right" after the elate of the Judgment.

16 **C. Movant Has Complied with the Requirements of the Judgment.**

17 As required by Section 20.9 of the Judgment, Movant has consulted with the Watermaster
18 Engineer and obtained the Watermaster's stipulation to Movant's proposed intervention. Movant
19 has also presented evidence that they propose to "acquire a Production Right"; which is precisely
20 one of the categories of persons contemplated to intervene into the action and become a "Party" to
21 the Judgment. Lastly, Movants have properly and duly served this Motion in accordance with
22 Section 20.7 of the Judgment by e-filing on the Court's website.

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DECLARATION OF RONALD TUTOR

I, RONALD TUTOR, declare as follows:

1. I am the President of Tutor Perini Corporation, a Massachusetts corporation, the Movant herein. I have personal knowledge of the matters set forth herein, and if called as a witness, I could competently testify thereto.

2. I hereby state that the documents attached hereto constitute writings complied and prepared in the regular and ordinary course of business.

3. On or about March 27, 2023 the Antelope Valley Water Trust tendered a Transfer Request Form to the Antelope Valley Watermaster ("Watermaster"), requesting its approval of the transfer of 1 acre-foot of water to Tutor Perini Corporation. A true and correct copy of that Transfer Request Form is attached hereto as Exhibit "A" and is incorporated herein by this reference.

4. I am informed and believe that during the course of its standard due diligence, the Watermaster and its Engineer confirmed that the Antelope Valley Water Trust possesses the right to use or transfer Permitted Volume in the amount of 1 acre-foot per year.

5. I am informed and believe that the Transfer Request came on for hearing during the course of the Watermaster Board meeting on April 26, 2023 and that after a thorough discussion and consideration of the matter the Board vote unanimously to approve the transfer request. Attached hereto and incorporated by reference as Exhibit "B" is the fully executed Resolution NO. R-23-30 Approving Applications for Transfers Pursuant to the Terms of the Judgment.

6. I am aware that the Watermaster's approval of these transactions is conditioned upon Tutor Perini Corporation successfully intervening as a party to the Judgment.

////

1 7. Tutor Perini Corporation desires to intervene into this Action and become a Party to
2 the Judgment herein, and I respectfully request that this Court enter an Order to that effect.

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

5
6 Dated: 5/8/23



RONALD TUTOR

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, 500 Capitol Mall, Ste. 2350, Sacramento, CA 95814 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 No

TEMPORARY/ONE-TIME TRANSFER? ☒ Yes or No

Permanent Amount One (1) acre-feet Temporary/One-time Amount One Hundred (100) acre-feet

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

Date Requested 3.28.2023

If Temporary, Calendar Year(s) to be Used Temporary Transfer is from Carryover Water from Transferor

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? Yes or No

TRANSFER FROM (SELLER/TRANSFEROR):

Name David Leventhal, Trustee of the Antelope Valley Water Trust Street Address 18565 Soledad Canyon Road, Suite 300

City Santa Clarita State California Zip Code 91351

Phone 661-251-1000 email leventhaldavid@gmail.com

APN#(s) where transfer originates (i.e., production well location(s)) No extraction point identified

APN#(s) (or water supply service area) where groundwater was used No extraction point identified

TRANSFER TO (BUYER/TRANSFeree):

Name Tutor Perini Corporation Street Address 15901 Olden Street

City Sylmar State California Zip Code 91342

Phone 818-362-8391 email Ron.Tutor@tutorperini.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 None at this time. Buyer will comply with all laws, rules and regulations before extracting or using any water procured

Purpose of Transfer:

- ☐ Permanent Transfer resulting from Property Sale/Transfer [PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT]
- ☐ Additional Source of Water
- ☒ Other, explain No extraction point at this time, acquisition is for investment purposes

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 One Hundred (100) AF acre-feet
- ☐ Storage: amount _____ acre-feet
- ☒ Other, explain Buyer will comply with the AV Water Adjudication Judgment, AV Watermaster Rules and California Law.

(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? Yes or **No**
If yes, please explain: n/a

Please provide groundwater elevations in the areas affected by the transfer. n/a

Are Parties aware of any water level issues that exist in either the area transferred from or to? Yes or **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.

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. 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.
8. The Seller/Transferor must be the owner of the water rights pursuant to the Judgment. No Party may transfer water rights held pursuant to a lease agreement or other private contract with the actual water rights owner.

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 See attached signature page Date _____

Signature of Transferee See attached signature page Date _____

To be completed by the Watermaster:

Watermaster Engineer Approval Phyllis A. Stanim Date 4/7/2023

Watermaster Board Approval Christina MacFarlan Date 4/26/23

ATTACHMENT TO TRANSFER REQUEST FORM
ANTELOPE VALLEY WATERMASTER

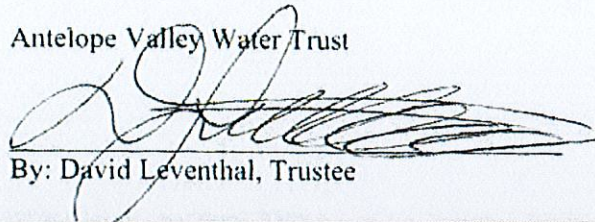
Transfer From (Seller/Transferor):

Name: Antelope Valley Water Trust (as to 1 Permanent acre foot of Water Rights plus 100 acre feet of Carry Over Water Rights)

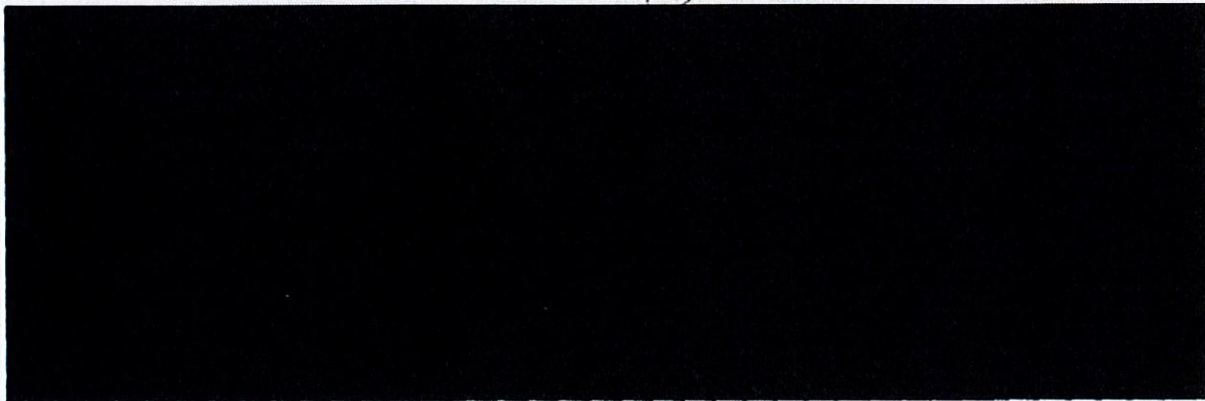
SIGNATURE OF TRANSFEROR:

Dated: 3-24-, 2023

Antelope Valley Water Trust



By: David Leventhal, Trustee



SIGNATURE OF TRANSFEREE:

Dated: _____, 2023

Tutor Perini Corporation
Signed in Counterpart

By: Ronald Tutor, President

ATTACHMENT TO TRANSFER REQUEST FORM
ANTELOPE VALLEY WATERMASTER

Transfer From (Seller/Transferor):

Name: Antelope Valley Water Trust (as to 1 Permanent acre foot of Water Rights plus 100 acre feet of Carry Over Water Rights)

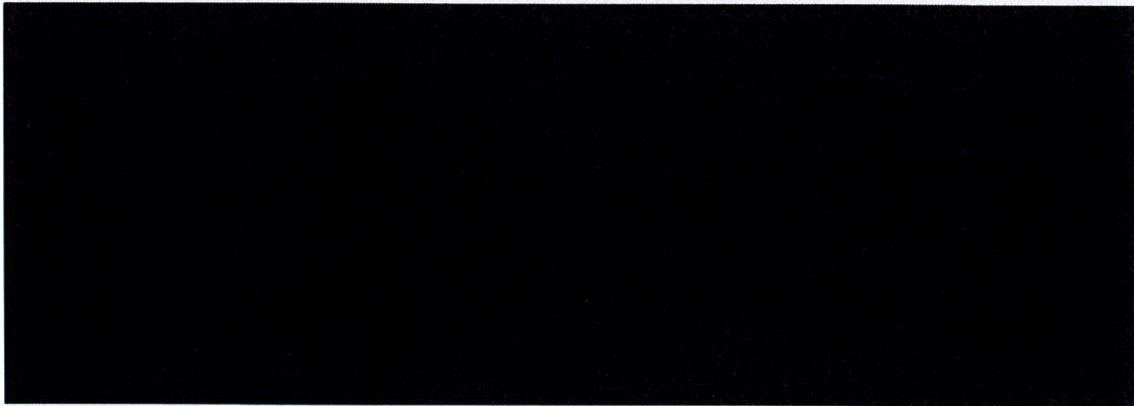
SIGNATURE OF TRANSFEROR:

Dated: _____, 2023

Antelope Valley Water Trust

Signed in Counterpart

By: David Leventhal, Trustee



SIGNATURE OF TRANSFEREE:

Dated: March 27, 2023

Tutor Perini Corporation

By: Ronald Tutor, ~~President~~ CEO

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

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COUNTY OF LOS ANGELES

On 3/24/, 2023, before me, Hamid Nessar,
a Notary Public, personally appeared David Leventhal, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

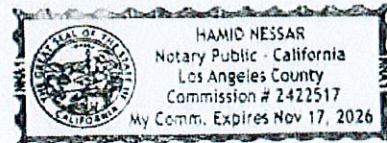
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Hamid Nessar

(Seal)

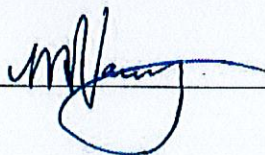


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
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COUNTY OF LOS ANGELES §

On March 27th, 2023, before me, Maryella Vazquez,
a Notary Public, personally appeared Ronald Tutor, 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 he executed the same in his authorized capacity, and that by his
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)

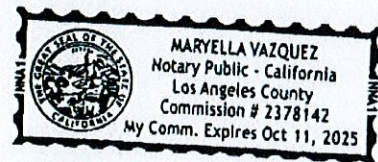


EXHIBIT B

RESOLUTION NO. R-23-30

**APPROVING APPLICATIONS FOR TRANSFERS PURSUANT TO THE TERMS OF
THE JUDGMENT; 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 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, the Watermaster Engineer has reviewed all the applications listed on attached Exhibit A and has made the appropriate findings that all conditions for transfers under the Judgment and the Rules and Regulations have been satisfied, and that no Material Injury will result from the proposed transfers; and

WHEREAS, the Watermaster Board has considered and adopts the findings and recommendations of the Watermaster Engineer and is prepared to approve the applications listed on Exhibit A pursuant to any conditions recommended by the Watermaster Engineer and so noted on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Watermaster Board unanimously approves the applications for transfers listed on attached Exhibit A to this Resolution as being consistent with the terms of the Judgment and applicable Rules and Regulations.

I certify that this is a true copy of Resolution No. R-23-30 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held April 26, 2023, in Palmdale, California.

Date: 4/26/23

ATTEST: J. Alwan
Jessica Alwan – Secretary

Kathy MacLaren
Vice Chair - Kathy MacLaren

**Exhibit A Attachment to
Resolution No. R-23-30
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#)
Antelope Valley Water Trust	Tutor Perini Corporation	Permanent and Carry Over	1 (AF) Permanent / 100 (AF) Carry Over	No extraction point identified	No extraction point identified