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Attorneys for Moving Party
GENE WHEELER FARMS, INC.

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. 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
Assigned to the
Honorable Jack Komar
Department 17C

**NOTICE OF MOTION AND MOTION TO
INTERVENE IN JUDGMENT;**

**MEMORANDUM OF POINTS AND
AUTHORITIES;**

**DECLARATIONS OF ANTONIO AGUILAR
ZARATE (PRESIDENT OF MOVANT) AND
DAVID LEVENTHAL (ATTORNEY FOR
MOVANT) IN SUPPORT THEREOF**

Hearing Date:

Date: December 8, 2020

Time: 9:00 a.m.

Judge: Hon. Jack Komar

[Hearing to be conducted by Courtcall]

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

4 PLEASE TAKE NOTICE that on December 8, 2020 at 9:00 a.m. or as soon as the Santa Clara
5 County Superior Court [for above-entitled Court located at 111 N Hill St Los Angeles CA] may hear the
6 matter, Moving Party GENE WHEELER FARMS, INC. will and hereby does move the Court for an order
7 granting it leave to intervene in this Action and thereby become a Party to the December 23, 2015
8 Judgment and Physical Solution “(Judgment”) in the above-captioned Antelope Valley Groundwater
9 Adjudication.

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

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

16 2. Movant has entered into an agreement to acquire Production Rights from a Party to this
17 Action, consisting of one acre-foot of Permanent Production Right, from Craig Van Dam;

18 3. The Watermaster Engineer has confirmed that no Material Injury will result to the Basin
19 from this transaction; and that a Material Injury analysis will be conducted once a new point of extraction
20 is identified for the transfer;

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

23 5. The Watermaster has stipulated to entry of an Order granting this Motion to Intervene.

24 6. In addition to the above-noted reasons and procedures that were anticipated and
25 incorporated into the Judgment itself; all of the requirements for both mandatory *and* permissive
26 intervention (as set forth in Code of Civil Procedure Section 387) are also present in this case; thereby
27 providing triplicate cause to grant this Motion to Intervene.
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1 This Motion is based on the Declarations of Antonio Aguilar Zarate and David Leventhal, and the
2 Memorandum of Point and Authorities, all of which are attached hereto; the Judgment itself (which
3 specifically authorizes the filing of this Motion); all other pleadings and documents filed in this Action;
4 together with any additional evidence and legal argument which may be presented at or prior to the
5 hearing of this Motion.
6

7 Respectfully submitted,

8 LEVENTHAL LAW FIRM

9 DocuSigned by:

10 David Leventhal

11 By DAVID LEVENTHAL, Esq.

12 Attorney for Movant

13 GENE WHEELER FARMS, INC.
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Motion stems from a routine agreement for the transfer of Production Rights.¹ The transfer has been approved by the Watermaster, subject to GENE WHEELER FARMS, INC. intervening into this Action and becoming a Party 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 GENE WHEELER FARMS, INC. (“GWF”) proposes to “acquire a Production Right”; thereby placing it neatly into the category of persons that were specifically expected to intervene into this Action, and thereby become one of the Parties bound by the Judgment.

II. STATEMENT OF FACTS

A. Identity of the Moving Party.

GWF was formed and located in Lancaster, California in 2003. From its inception to the present, GWF has cultivated, packaged, marketed, transported, and sold onions to wholesale buyers throughout California and the United States, and to international buyers. These farming operations have generated hundreds of jobs and millions of dollars of tax revenue for the community.

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.

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.

1 The Court adopted the Physical Solution “as the Court’s own physical solution” and declared that it is
2 binding upon all Parties as part of the Judgment.

3 One of the many Parties to the Judgment is Craig Van Dam. The Physical Solution specifies
4 that: (i) Craig Van Dam owns Overlying Production Rights in the amount of 9931.50 acre-feet per year
5 (Physical Solution, Section 5.1.1.1, Exhibit 4); (ii) Craig Van Dam may Carry Over the unproduced
6 portion of its Production Rights for up to ten (10) Years (Physical Solution, Section 15.3); and (iii) said
7 Overlying Production Rights may be transferred pursuant to the provisions of Paragraph 16 of the
8 Judgment (Physical Solution, Section 5.1.1.3).

9 **C. Factual Background.**

10 On October 1, 2020, Craig Van Dam and GWF entered into a “Water Rights Transfer
11 Agreement”, pursuant to which Craig Van Dam proposes to transfer to GWF one acre-foot of Permanent
12 Production Rights.

13 On October 1, 2020, Craig Van Dam and GWF also executed and tendered a joint “Transfer
14 Request Form” to the Antelope Valley Watermaster, requesting its approval of the proposed transaction.

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

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

24 On October 28, 2020, at its regular monthly meeting, the foregoing Transfer Request was
25 considered and ***unanimously approved by the Watermaster Board.*** In this regard, the Watermaster
26 unanimously adopted *Resolution No. R-20-31, Approving Application for Transfer Pursuant to the*
27 *Terms of the Judgment with Specified Conditions.* Among other things, the Watermaster determined in
28

its Resolution that: (i) there remains at least one acre-feet of Permanent Production Rights available for use or transfer; (ii) Craig 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 Basin.

As a condition of final approval, the Watermaster also requested, and GWF agreed, to intervene as a Party to the Judgment. Although the Judgment specifies that intervention is required only prior to commencing Production; and the pending transaction is a transfer only, with no actual Production presently contemplated nor requested; Craig Van Dam has agreed to intervene as a Party to the Judgment.

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

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

III. LEGAL ARGUMENT

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

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

20.9 Intervention After Judgment. Any 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. Prior to filing such a motion, a proposed 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 GWF proposes to “acquire a
2 Production Right”; thereby placing it neatly into the category of persons that were specifically expected
3 to intervene into this Action, and thereby become a Party bound by the Judgment.

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

9 Since Movant is one of the exact categories of persons that the Court and all Parties expected to
10 intervene, and its proposed transaction is proper and has been approved by the Watermaster, Movant
11 respectfully requests that this Court enter an order granting this motion to intervene.

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

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

23 In the instant case, both of the above tests are satisfied. Mandatory intervention is applicable
24 because: (i) GWF claims an interest in the water Production Rights which are the subject of the Transfer
25 Requests; (ii) intervention is presently deemed necessary by the Watermaster for the parties to transfer,
26 own, and/or use the Production Rights; and (iii) no current party represents the interests of the Movant.
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1 Permissive intervention is also applicable because: (i) Movant claims an interest in the water
 2 Production Rights which are the subject of the Transfer Requests; (ii) intervention will not enlarge, alter,
 3 impair, nor in any way affect the issues in the litigation (since the litigation is entirely resolved); and (iii)
 4 the reasons for intervention are to comply with the Judgment (which specifically contemplates that new
 5 parties would intervene), and to comply with conditions required by the Watermaster (that the parties
 6 intervene).

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

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

14 As required by Section 20.9 of the Judgment, Movant has consulted with the Watermaster
 15 Engineer and obtained the Watermaster’s stipulation to Movant’s proposed intervention. Movant has also
 16 presented evidence that it proposes to “acquire a Production Right”; which is precisely one of the
 17 categories of persons contemplated to intervene into the action and become a “Party” to the Judgment.
 18 Lastly, Movant has properly and duly served this Motion in accordance with Section 20.7 of the Judgment
 19 by e-filing on the Court’s website.

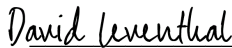
20 **IV. PRAYER**

21 Movant respectfully requests that this Court grant its Motion to intervene and thereby become a
 22 Party bound by the Judgment, pursuant to Section 20.9 of the Judgment.

23 Respectfully submitted,

24 LEVENTHAL LAW FIRM

25 DocuSigned by:

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27 By DAVID LEVENTHAL, Esq.

28 Attorney for Movant

GENE WHEELER FARMS, INC.

DECLARATION OF ANTONIO AGUILAR ZARATE

I, ANTONIO AGUILAR ZARATE, declare as follows:

1. I am a Manager of GENE WHEELER FARMS, INC. (hereinafter referred to as "GWF"), the Movant herein. I have the authority to make this declaration as the Custodian of Records of GWF 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 GWF, 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 GWF. As to those documents compiled by or received from others, I hereby state that such records were placed in the proper files of GWF at or near the time of receipt by a person employed by GWF who had a duty to so act. As to those documents prepared by GWF, I state from my own knowledge that each record or document was prepared by a person employed by GWF, 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 GWF was prepared by a person employed by GWF who had personal knowledge of the event being recorded and who had a duty to so act.

3. GWF was formed and located in Lancaster, California in 2003. From its inception to the present, GWF has cultivated, packaged, marketed, transported, and sold onions to wholesale buyers throughout California and the United States, and to international buyers. These farming operations have generated hundreds of jobs and millions of dollars of tax revenue for the community.

4. On October 1, 2020, Craig Van Dam and GWF entered into a "Water Rights Transfer Agreement", pursuant to which Craig Van Dam proposes to transfer to GWF one acre-foot of Permanent Production Rights.

5. On October 1, 2020, Craig Van Dam and GWF also executed and tendered a joint "Transfer Request Form" to the Antelope Valley Watermaster, requesting its 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.

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

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

11 8. On October 28, 2020, at its regular monthly meeting, the foregoing Transfer Request was
12 considered and ***unanimously approved by the Watermaster Board.*** In this regard, the Watermaster
13 unanimously adopted *Resolution No. R-20-31, Approving Application for Transfer Pursuant to the*
14 *Terms of the Judgment with Specified Conditions.* A true and correct copy of said Resolution is attached
15 hereto as Exhibit “B” and is incorporated herein by this reference. Among other things, the Watermaster
16 determined in its Resolution that: (i) there remains at least one acre-feet of Permanent Production Rights
17 available for use or transfer; (ii) Craig Van Dam possesses the right and power to transfer the Production
18 Rights; and (iii) the transfer of Production Rights results in no Material Injury to the Basin.

19 9. As a condition of final approval, the Watermaster also requested, and GWF agreed, to
20 intervene as a Party to the Judgment. Although the Judgment specifies that intervention is required only
21 prior to commencing Production; and the pending transaction is a transfer only, with no actual
22 Production presently contemplated nor requested; Craig Van Dam has agreed to intervene as a Party to
23 the Judgment.

24 10. Prior to filing this Motion, GWF consulted with the Watermaster Engineer and sought
25 and procured the Watermaster’s stipulation to this proposed intervention.

26 11. GWF has therefore filed the instant Motion to Intervene in the Judgment. As noted
27 above, ***the Watermaster has stipulated to GWF’s intervention into the Judgment.***
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1 12. I am aware that the Watermaster's approval of these transactions is conditioned upon
2 GWF intervening to become a Party to the Judgment.

3 13. GWF desires to intervene into this Action and become a Party to the Judgment herein,
4 and I respectfully request that this Court enter an Order to that effect.
5

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

8 Executed on November 6, 2020, at Lancaster, California.

9 DocuSigned by:
10 
11 ANTONIO AGUILAR ZARATE

DECLARATION OF DAVID LEVENTHAL

I, DAVID LEVENTHAL, declare as follows:

1. I am an attorney at law duly licensed to practice before this Court, and as such, I am the attorney for Movant GENE WHEELER FARMS, INC. in this action. I have personal knowledge of the matters set forth herein, and if called as a witness, I could competently testify thereto.

2. I attended the October 28, 2020 Watermaster Board meeting via telephone conference call. After a thorough discussion and consideration of the matter, I personally heard that the foregoing Transfer Request was considered and ***unanimously approved by the Watermaster Board.*** In this regard, the Watermaster unanimously adopted *Resolution No. R-20-31, Approving Application for Transfer Pursuant to the Terms of the Judgment with Specified Conditions.* A true and correct copy of the unsigned Resolution R-20-31 is attached hereto as Exhibit "B" and is incorporated herein by this reference.

3. As a condition of final approval, the Watermaster also requested, and GWF agreed, to intervene as a Party to the Judgment. Although the Judgment specifies that intervention is required only prior to commencing Production; and the pending transaction is a transfer only, with no actual Production presently contemplated nor requested; GWF has agreed to intervene as a Party to the Judgment.

4. On November 6, 2020, I telephoned and spoke to Mr. Craig Parton, General Counsel for the Antelope Valley Watermaster. I informed Mr. Parton that I had completed this Motion and supporting documents, and I requested confirmation that he would be the person to sign the Watermaster's stipulation to this Motion. In response thereto, Mr. Parton informed me that I have his authority to represent to the Court that ***the Watermaster does hereby stipulate to entry of Orders granting GENE WHEELER FARMS, INC. leave to intervene in this Action.*** Mr. Parton also instructed me to prepare this Declaration, and thereby inform this Court that he does stipulate, on behalf of the Watermaster, to entry of Orders granting GWF leave to intervene in this Action, and thereby become a named Party to the Judgment herein. ***Mr. Parton informed me that my Declaration to this***

1 *effect, as an Officer of the Court, is sufficient to constitute the Watermaster's Stipulation to the relief*
2 *requested herein.*
3

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

6 Executed on November 6, 2020, at Santa Clarita, California.

7 DocuSigned by:

8 *David Leventhal*

9 DAVID LEVENTHAL
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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, P.O. Box 3025, Quartz Hill, California 93586 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 or TEMPORARY/ONE-TIME TRANSFER? Yes or No
IF TRANSFER DUE TO CHANGE IN LAND OWNERSHIP, PLEASE ATTACH DEED AS PROOF OF SALE OR A PRELIMINARY TITLE REPORT

Date Requested October 1, 2020 Amount Requested One acre-feet

If Temporary, Calendar Year(s) to be Used not temporary

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 Craig Van Dam Street Address 41240 11th Street West, Suite A

City Palmdale State CA Zip Code 93551

Phone 661-510-8205 email avfarming@yahoo.com

APN#(s) where transfer originates (i.e., production well location(s)) 3220-006-097; 3384-001-001; and 3384-001-003

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

TRANSFER TO (BUYER/TRANSFeree):

Name Gene Wheeler Farms, Inc. Street Address 444 West Avenue H6

City Lancaster State California Zip Code 93534

Phone 661-951-2100 email antonio@genewheelerfarms.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 AV Water Adjudication Judgment, Watermaster Rules, and all California laws before extracting this water.

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? ~~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: _____

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

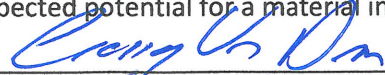
For Permanent Transfers, please provide a list of all parties with a recorded security interest, deed of trust or a lien in such real property or in crops growing or to be grown thereon, and attach copies of written notices to such parties and copies of return receipts. NONE

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.

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 10-1-2020

Signature of Transferee  Date 10-1-2020

To be completed by the Watermaster:

Watermaster Engineer Approval _____ Date _____

Watermaster Board Approval _____ Date _____

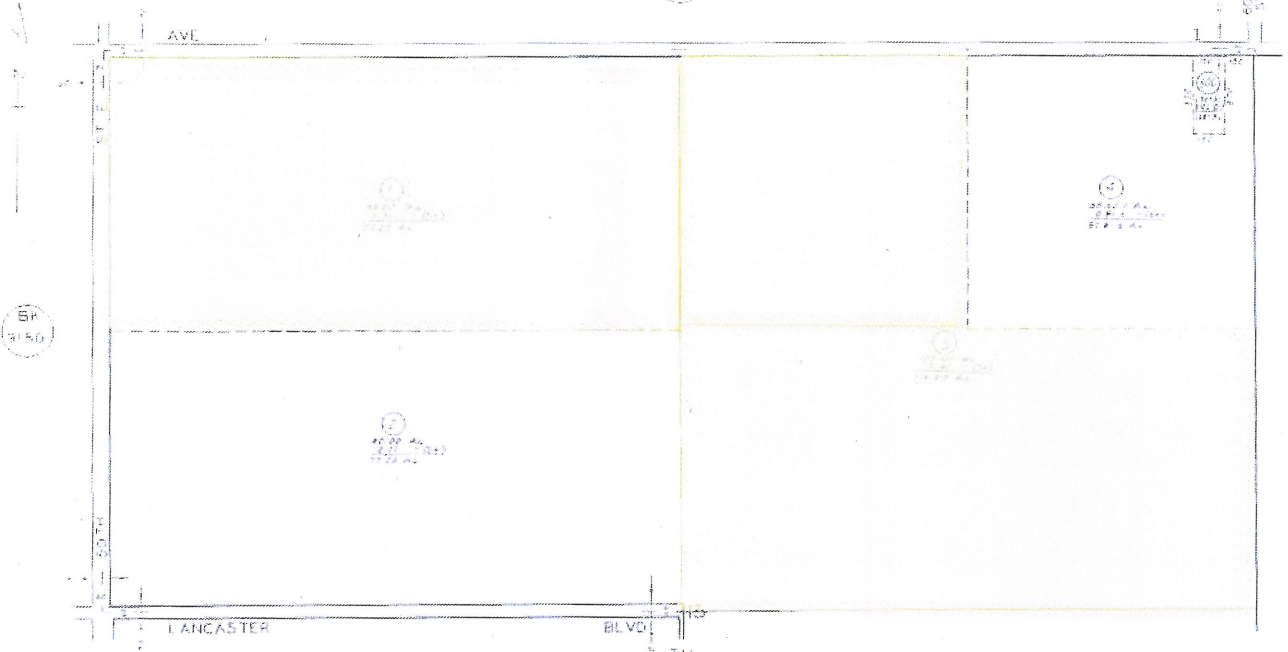
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3582



CODE
3435

FOR FURTHER ASSESSMENT SEE
2011-12

T. 7 N. R. 11 W

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

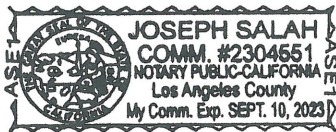
State of California

County of Los Angeles

On October 01, 2020 before me, Joseph Salah, a notary public
Date Here Insert Name and Title of the Officer

personally appeared Antonio Aguilar Zarate,
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Transfer Request Form

Document Date: October 01, 2020 Number of Pages: 3

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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

§

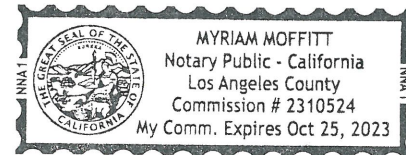
§

On October 2, 2020, before me, MYRIAM MOFFITT, a Notary Public, personally appeared CRAIG 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 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)



RESOLUTION NO. R-20-31

**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 Van Dam proposes to make permanent transfers of 1 acre-foot to Gene Wheeler Farms, Inc.; and

WHEREAS, Gene Wheeler Farms, Inc. is not a Party to the Judgment, and as such may not receive a transfer of Production Rights until he has successfully intervened as Party to the Judgment; 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) Gene Wheeler Farms, Inc. must each file a motion to intervene as Parties 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 Gene Wheeler Farms, Inc. 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.

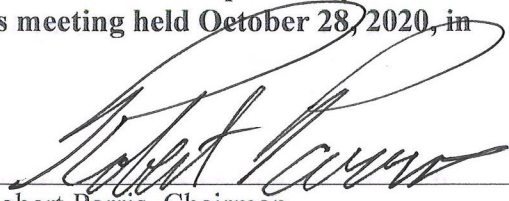
WHEREAS, the Watermaster Board has considered the findings and recommendations of the Watermaster Engineer set forth above and attached in Exhibit A and is prepared to approve the Applications pursuant to such conditions recommended by the Watermaster Engineer.

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-20-31 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held October 28, 2020, in Palmdale, California.

Date: 10/28/2020

ATTEST: Patricia Rose
Patricia Rose – Secretary


Robert Parris, Chairman

**Exhibit A Attachment to
Resolution No. R-20-31
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 Van Dam	Gene Wheeler Farms, Inc.	Permanent	1 (AF)	3220-006-097 3384-001-001 3384-001-003	No Extraction Point at this time