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2 **LEVENTHAL LAW FIRM**  
3 18565 Soledad Canyon Road, Suite 300  
4 Santa Clarita, California, 91351  
5 Telephone: 661-251-1000  
6 Facsimile: 661-251-4700  
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8 Attorneys for Moving Party  
9 DAVID LEVENTHAL, TRUSTEE OF THE ANTELOPE  
10 VALLEY WATER TRUST DATED MARCH 23, 2021  
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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;**

**DECLARATION OF DAVID LEVENTHAL  
(ATTORNEY FOR MOVANT) IN SUPPORT  
THEREOF**

Hearing Date:

Date: July 21, 2021

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 July 21, 2021 at 9:00 a.m. or as soon as the Santa Clara County  
5 Superior Court [for above-entitled Court located at 111 N Hill St Los Angeles CA] may hear the matter,  
6 Moving Party DAVID LEVENTHAL, TRUSTEE OF THE ANTELOPE VALLEY WATER TRUST  
7 DATED MARCH 23, 2021 will and hereby does move the Court for an order granting it leave to  
8 intervene in this Action and thereby become a Party to the December 23, 2015 Judgment and Physical  
9 Solution “(Judgment”) in the above-captioned Antelope Valley Groundwater 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 twenty (20) acre-feet of Permanent Production Right, from Calandri Farms, Inc.  
18 (which is already a Party to the Judgment);

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

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

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

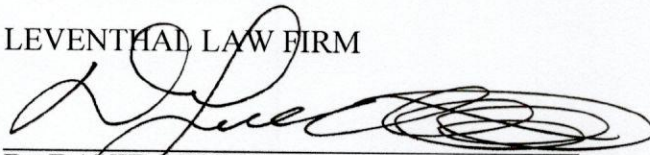
25 6. In addition to the above-noted reasons and procedures that were anticipated and  
26 incorporated into the Judgment itself; all of the requirements for both mandatory *and* permissive  
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1 intervention (as set forth in Code of Civil Procedure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

3 This Motion is based on the Declaration of David Leventhal, and the Memorandum of Point and  
4 Authorities, all of which are attached hereto; the Judgment itself (which specifically authorizes the filing  
5 of this Motion); all other pleadings and documents filed in this Action; together with any additional  
6 evidence and legal argument which may be presented at or prior to the hearing of this Motion.  
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8 Respectfully submitted,

9 LEVENTHAL LAW FIRM

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11 By DAVID LEVENTHAL, Esq.

12 Attorney for Movant

13 DAVID LEVENTHAL, TRUSTEE OF THE

14 ANTELOPE VALLEY WATER TRUST

15 DATED MARCH 23, 2021  
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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

This Motion stems from a routine agreement for the transfer of Production Rights.<sup>1</sup> The transfer has been approved by the Watermaster, subject to DAVID LEVENTHAL, TRUSTEE OF THE ANTELOPE VALLEY WATER TRUST DATED MARCH 23, 2021 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 DAVID LEVENTHAL, TRUSTEE OF THE ANTELOPE VALLEY WATER TRUST DATED MARCH 23, 2021 (“THE ANTELOPE VALLEY WATER TRUST”) 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 Parties.**

THE ANTELOPE VALLEY WATER TRUST was formed on March 23, 2021, as a holding trust for investing in Water Rights.

CALANDRI FARMS, INC. (the seller of the Water Rights that are the subject of this Motion) is a farming and investment company that is 100% owned by Mr. Brandon Calandri, who is a third-generation farmer in the Antelope Valley.

**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

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<sup>1</sup> 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 “Physical Solution”; which sets forth the factual and procedural history of this case, and a  
2 comprehensive ruling for allocation and administration of water and water rights in the Antelope Valley.  
3 The Court adopted the Physical Solution “as the Court’s own physical solution” and declared that it is  
4 binding upon all Parties as part of the Judgment.

5 By virtue of its prior intervention into this Action, CFI is one of the many Parties to the  
6 Judgment. By virtue of a prior water transfer (which was approved by the Watermaster), CFI owns  
7 Overlying Production Rights of no less than twenty (20) acre-feet. Pursuant to Section 15.3 of the  
8 Physical Solution, CFI may Carry Over the unproduced portion of its Production Rights for up to ten  
9 (10) Years. Pursuant to Section 5.1.1.3 of the Physical Solution, said Overlying Production Rights may  
10 be transferred pursuant to the provisions of Paragraph 16 of the Judgment.

11 **C. Factual Background.**

12 On June 4 2021, CFI and THE ANTELOPE VALLEY WATER TRUST entered into a “Water  
13 Rights Transfer Agreement”, pursuant to which CFI proposes to transfer to THE ANTELOPE VALLEY  
14 WATER TRUST twenty (20) acre-feet of Permanent Production Rights.

15 On June 7, 2021, CFI and THE ANTELOPE VALLEY WATER TRUST also executed and  
16 tendered a joint “Transfer Request Form” to the Antelope Valley Watermaster, requesting its approval  
17 of the proposed transaction.

18 During the course of its standard due diligence, the Watermaster and its Engineer confirmed that  
19 CFI possesses the right to use or permanently transfer at least twenty (20) acre-feet of Permanent Water  
20 Rights, and that CFI possess power and standing to transfer said Permanent Water Rights to THE  
21 ANTELOPE VALLEY WATER TRUST.

22 Full and proper notice of the foregoing Transfer Request was provided to all Parties via: (i) email  
23 from the Watermaster to all Parties that have provided an email address, plus all non-parties that have  
24 requested notice of applications and proceedings; (ii) posting the Watermaster Board Agenda, which  
25 included the subject Transfer Request, on the Watermaster website; and (iii) posting the Watermaster  
26 Board Agenda on the bulletin board in the lobby of the Watermaster offices. ***No objections to this***  
27 ***Transfer Request were filed by any Party to the Adjudication, nor by any other member of the public.***  
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1 On June 30, 2021, at its regular monthly meeting, the foregoing Transfer Request was considered  
2 and ***unanimously approved by the Watermaster Board.*** In this regard, the Watermaster unanimously  
3 adopted *Resolution No. R-21-22, Approving Application for Transfer Pursuant to the Terms of the*  
4 *Judgment with Specified Conditions.* Among other things, the Watermaster determined in its Resolution  
5 that: (i) there remains at least twenty (20) acre-feet of Permanent Production Rights available for use or  
6 transfer; (ii) CFI possesses the right and power to transfer the Production Rights; and (iii) the transfer of  
7 Production Rights results in no Material Injury to the Basin.

8 As a condition of final approval, the Watermaster also requested, and THE ANTELOPE  
9 VALLEY WATER TRUST agreed, to intervene as a Party to the Judgment. Although the Judgment  
10 specifies that intervention is required only prior to commencing Production; and the pending transaction  
11 is a transfer only, with no actual Production presently contemplated nor requested; THE ANTELOPE  
12 VALLEY WATER TRUST has agreed to intervene as a Party to the Judgment.

13 Prior to filing this Motion, THE ANTELOPE VALLEY WATER TRUST consulted with the  
14 Watermaster Engineer and sought and procured the Watermaster's stipulation to this proposed  
15 intervention.

16 THE ANTELOPE VALLEY WATER TRUST therefore filed the instant Motion to Intervene in  
17 the Judgment. As noted above, ***the Watermaster has stipulated to THE ANTELOPE VALLEY***  
18 ***WATER TRUST's intervention into the Judgment.***

### 20 **III. LEGAL ARGUMENT**

#### 21 **A. The Judgment Specifically Provides for Intervention by Parties Who Propose to** 22 **Acquire a Production Right.**

23 When the Physical Solution was drafted and adopted, the Court anticipated that it would  
24 inevitably be necessary to include additional persons as named Parties to the judgment. The Court  
25 therefore provided the mechanism to achieve this result, via Section 20.9 of the Judgment, which  
26 provides as follows:  
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1       **20.9 Intervention After Judgment.** Any Person who is not a Party or successor to  
2 a Party and *who proposes to ... acquire a Production Right* ... is required to seek to  
3 become a Party subject to this Judgment though a noticed motion to intervene in this  
4 Judgment prior to commencing Production. Prior to filing such a motion, a proposed  
5 intervenor shall consult with the Watermaster Engineer and seek the Watermaster's  
6 stipulation to the proposed intervention. ... Thereafter, if approved by the Court, such  
7 intervenor shall be a Party bound by this Judgment." (*Emphasis added*).

8       The foregoing language is applicable in the instant case, because THE ANTELOPE VALLEY  
9 WATER TRUST proposes to "acquire a Production Right"; thereby placing it neatly into the category of  
10 persons that were specifically expected to intervene into this Action, and thereby become a Party bound  
11 by the Judgment.

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

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

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

21       THE ANTELOPE VALLEY WATER TRUST intervention is also necessary and appropriate  
22 under *California Code of Civil Procedure* Section 387. Section 387 provides that a Court *shall* permit a  
23 nonparty to intervene in an action or proceeding when that party claims an interest relating to the  
24 property that is the subject of the action, when the disposition of the action may impair or impede that  
25 person's ability to protect that interest, and when that interest is not adequately represented by an  
26 existing party. A Court *may* also permit intervention upon timely application by nonparty that has an  
27 interest in the subject matter of the litigation that may be affected, when the intervention will not enlarge  
28 the issues in the litigation and when the reasons for the intervention outweigh any opposition by the  
parties presently in the action. (Cal Code Civ. Proc. § 387 subd. (d); *US Ecology, Inc. v. State of*

1 *California* (2001) 92 Cal App.4<sup>th</sup> 113, 139; *Timberidge Enterprises Inc. v. City of Santa Rosa* (1978) 86  
2 Cal.App.3d 873, 881.)

3 In the instant case, both of the above tests are satisfied. Mandatory intervention is applicable  
4 because: (i) THE ANTELOPE VALLEY WATER TRUST claims an interest in the water Production  
5 Rights which are the subject of the Transfer Requests; (ii) intervention is presently deemed necessary by  
6 the Watermaster for the parties to transfer, own, and/or use the Production Rights; and (iii) no current  
7 party represents the interests of the Movant.

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

14 The intervention statute is designed to promote fairness and to ensure maximum involvement by  
15 all responsible, interested in affected parties. *Mary R. v. B. & R. Corp* (1983) 149 Cal.App.3d 308, 314.  
16 The statute “should be liberally construed in favor of intervention.” *Lindelli v. Town of San Anselmo*  
17 (2006) 139 Cal.App.4<sup>th</sup> 1499, 1505. The Judgment, which controls, recognizes these principles through  
18 Sections 20.9, which expressly provide for intervention *after* entry of the Judgment in order to account  
19 for persons who “propose to ... acquire a Production Right” after the date of the Judgment.

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

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

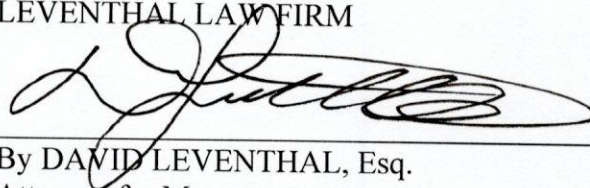
27 **IV. PRAYER**



1 Movant respectfully requests that this Court grant its Motion to intervene and thereby become a  
2 Party bound by the Judgment, pursuant to Section 20.9 of the Judgment.  
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4 Respectfully submitted,

5 LEVENTHAL LAW FIRM

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7 By DAVID LEVENTHAL, Esq.

8 Attorney for Movant

9 DAVID LEVENTHAL, TRUSTEE OF THE ANTELOPE  
10 VALLEY WATER TRUST DATED MARCH 23, 2021  
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DECLARATION OF DAVID LEVENTHAL

I, DAVID LEVENTHAL, declare as follows:

1. I am the Trustee of THE ANTELOPE VALLEY WATER TRUST DATED MARCH 23, 2021 (hereinafter referred to as "THE ANTELOPE VALLEY WATER TRUST"), the Movant herein. I have the authority to make this declaration as the Custodian of Records of THE ANTELOPE VALLEY WATER TRUST and hereby certify the authenticity of the records attached hereto. I am also an attorney, duly licensed to practice law in the State of California, and I am the attorney for 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. In my employment with THE ANTELOPE VALLEY WATER TRUST, 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 THE ANTELOPE VALLEY WATER TRUST. As to those documents compiled by or received from others, I hereby state that such records were placed in the proper files of THE ANTELOPE VALLEY WATER TRUST at or near the time of receipt by a person employed by THE ANTELOPE VALLEY WATER TRUST who had a duty to so act. As to those documents prepared by THE ANTELOPE VALLEY WATER TRUST, I state from my own knowledge that each record or document was prepared by a person employed by THE ANTELOPE VALLEY WATER TRUST, 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 THE ANTELOPE VALLEY WATER TRUST was prepared by a person employed by THE ANTELOPE VALLEY WATER TRUST who had personal knowledge of the event being recorded and who had a duty to so act.

3. On June 4, 2021, CFI and THE ANTELOPE VALLEY WATER TRUST entered into a "Water Rights Transfer Agreement", pursuant to which CFI proposes to transfer to THE ANTELOPE VALLEY WATER TRUST twenty (20) acre-feet of Permanent Production Rights.

4. On June 7, 2021, CFI and THE ANTELOPE VALLEY WATER TRUST also executed and tendered a joint "Transfer Request Form" to the Antelope Valley Watermaster, requesting its

1 approval of the proposed transaction. A true and correct copy of the Transfer Request Form is attached  
2 hereto as Exhibit “A” and is incorporated herein by this reference.

3 5. During the course of its standard due diligence, the Watermaster and its Engineer  
4 confirmed that CFI possesses the right to use or permanently transfer at least twenty (20) acre-feet of  
5 Permanent Water Rights.

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

13 7. I attended the June 30, 2021 Watermaster Board meeting via telephone conference call.  
14 After a thorough discussion and consideration of the matter, I personally heard that the foregoing  
15 Transfer Request was considered and ***unanimously approved by the Watermaster Board.*** In this regard,  
16 the Watermaster unanimously adopted *Resolution No. R-21-22, Approving Application for Transfer*  
17 *Pursuant to the Terms of the Judgment with Specified Conditions.* A true and correct copy of the  
18 unsigned Resolution is attached hereto as Exhibit “B” and is incorporated herein by this reference. I  
19 shall lodge the signed Resolution with this Court prior to the hearing date of this Motion. Among other  
20 things, the Watermaster determined in its Resolution that: (i) there remains at least one acre-feet of  
21 Permanent Production Rights available for use or transfer; (ii) CFI possesses the right and power to  
22 transfer the Production Rights; and (iii) the transfer of Production Rights results in no Material Injury to  
23 the Basin.

24 8. As a condition of final approval, the Watermaster also requested, and THE ANTELOPE  
25 VALLEY WATER TRUST agreed, to intervene as a Party to the Judgment. Although the Judgment  
26 specifies that intervention is required only prior to commencing Production; and the pending transaction  
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1 is a transfer only, with no actual Production presently contemplated nor requested; THE ANTELOPE  
2 VALLEY WATER TRUST has agreed to intervene as a Party to the Judgment.

3 9. Prior to filing this Motion, THE ANTELOPE VALLEY WATER TRUST consulted with  
4 the Watermaster Engineer and sought and procured the Watermaster's stipulation to this proposed  
5 intervention.

6 10. THE ANTELOPE VALLEY WATER TRUST has therefore filed the instant Motion to  
7 Intervene in the Judgment. As noted above, *the Watermaster has stipulated to THE ANTELOPE*  
8 *VALLEY WATER TRUST's intervention into the Judgment.*

9 11. I am aware that the Watermaster's approval of these transactions is conditioned upon  
10 THE ANTELOPE VALLEY WATER TRUST intervening to become a Party to the Judgment.

11 12. THE ANTELOPE VALLEY WATER TRUST desires to intervene into this Action and  
12 become a Party to the Judgment herein, and I respectfully request that this Court enter an Order to that  
13 effect.

14 13. During the Watermaster hearing, I spoke to Mr. Craig Parton, General Counsel for the  
15 Antelope Valley Watermaster. I informed Mr. Parton that I had completed this Motion and supporting  
16 documents, and I requested confirmation the Watermaster stipulate to this Motion. In response thereto,  
17 Mr. Parton informed me that I have his authority to represent to the Court that *the Watermaster does*  
18 *hereby stipulate to entry of Orders granting DAVID LEVENTHAL, TRUSTEE OF THE*  
19 *ANTELOPE VALLEY WATER TRUST DATED MARCH 23, 2021 leave to intervene in this Action.*

20 Mr. Parton also instructed me to prepare this Declaration, and thereby inform this Court that he does  
21 stipulate, on behalf of the Watermaster, to entry of Orders granting THE ANTELOPE VALLEY  
22 WATER TRUST leave to intervene in this Action, and thereby become a named Party to the Judgment

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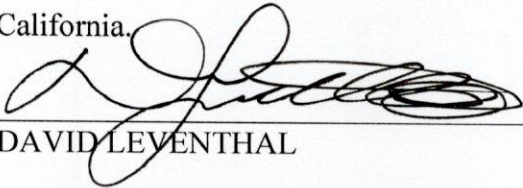
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1 herein. *Mr. Parton informed me that my Declaration to this effect, as an Officer of the Court, is*  
2 *sufficient to constitute the Watermaster's Stipulation to the relief requested herein.*  
3

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 June 30, 2021, at Santa Clarita, California.

7   
8 DAVID LEVENTHAL  
9



## 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](mailto:info@avwatermaster.net)

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

PERMANENT TRANSFER? Yes ~~XXXX~~ or TEMPORARY/ONE-TIME TRANSFER? ~~XXXX~~ No

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

Date Requested June 7, 2021 Amount Requested 20 (twenty) per year acre-feet

If Temporary, Calendar Year(s) to be Used \_\_\_\_\_

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

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

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

Name Calandri Farms, Inc. Street Address 41228 12th Street West, Suite D

City Palmdale State California Zip Code 93551

Phone 661-946-9022 email brandon@calandrisonrise farms.com

APN#(s) where transfer originates (i.e., production well location(s)) \_\_\_\_\_

No extraction point was identified when Seller acquired subject water rights.

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

No extraction point was identified when Seller acquired subject water rights.

#### TRANSFER TO (BUYER/TRANSFeree):

DAVID LEVENTHAL, TRUSTEE OF THE ANTELOPE VALLEY WATER TRUST DATED MARCH 23, 2021  
Name VALLEY WATER TRUST DATED MARCH 23, 2021 Street Address 18565 Soledad Canyon Road, Suite 300

City Santa Clarita State California Zip Code 91351

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

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 None at this time. Buyer will comply with all laws, rules and regulations before extracting or using any water procured hereby.

(Transferred water retains its original water type – e.g., transferred Carry Over Water remains Carry Over water)



**WATER QUALITY AND WATER LEVELS (not required if transfer is in association of change of land ownership)**

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

If yes, please explain: n/a

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

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

If yes, please explain: n/a

**MAPS**

➔ Please include a map of the area where the water was used by the Transferor and a map of the area where the water is intended to be used by the Transferee. Include locations of production facilities involved in or affected by the Transfer. This map can include all possible locations of past source and use and future source and use. **None at this time.**

**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 [Signature]

Date 6/7/2021

Signature of Transferee [Signature]

Date 06-07-2021

**To be completed by the Watermaster:**

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

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



## ACKNOWLEDGMENT

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 )

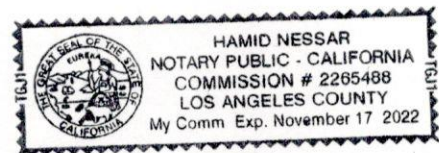
On 06/07/2021 before me, Hamid Nessar, a Notary Public  
(insert name and title of the officer)

personally appeared David Leventhal,  
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  (Seal)



*Transfer Request Form.*

**EXHIBIT A**

**RESOLUTION NO. R-21-22****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”), Calandri Farms Inc. proposes to make permanent transfer of 20 acre-feet to David Leventhal, Trustee of the Antelope Valley Water Trust Dated March 23,2021; and

WHEREAS, David Leventhal, Trustee of the Antelope Valley Water Trust Dated March 23,2021 is not a Party to the Judgment, and as such David Leventhal, Trustee of the Antelope Valley Water Trust Dated March 23,2021 may not receive a transfer of Production Rights until he successfully intervenes as Parties to the Judgment; and

WHEREAS, no point of extraction is identified by David Leventhal, Trustee of the Antelope Valley Water Trust Dated March 23,2021, 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 Applications and, if the Board chooses to approve the Applications, recommends that approval be subject to the following conditions, as noted on Exhibit A:

- (1) David Leventhal, Trustee of the Antelope Valley Water Trust Dated March 23,2021 must file a motion to intervene as Party to the Judgment no later than thirty (30) days after the date of this Resolution;
- (2) the proposed transfers shall be of no force or effect until David Leventhal, Trustee of the Antelope Valley Water Trust Dated March 23,2021 has successfully intervened as a Party to the Judgment;

**EXHIBIT B**

- (3) the Production Right to be transferred to David Leventhal, Trustee of the Antelope Valley Water Trust Dated March 23, 2021 shall not be utilized by David Leventhal, Trustee of the Antelope Valley Water Trust Dated March 23, 2021 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; and
- (4) 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-21-22 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held June 30, 2021, in Palmdale, California.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Parris, Chairman

ATTEST: \_\_\_\_\_  
Patricia Rose – Secretary

## **EXHIBIT B**

**EXHIBIT A Attachment to  
Resolution No. R-21-22  
Approving Applications for Transfers  
Pursuant to the Terms of the Judgment**

<b>Original Producer</b>	<b>Transferee</b>	<b>Type of Transfer</b>	<b>Amount</b>	<b>Original Parcel(s) (APN#)</b>	<b>Parcels Water Transferred to (APN#)</b>
Calandri Farms Inc.	David Leventhal, Trustee of the Antelope Valley Water Trust Dated March 23,2021	Permanent	20 (AF)	Unknown	Unknown

**EXHIBIT B**