

EXHIBIT 9

PART 4

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10 City of Grover Beach, City of Pismo Beach,
11 Oceano Community Services District

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

11 SANTA MARIA VALLEY WATER
12 CONSERVATION DISTRICT, a public
13 entity,

14 Plaintiff,

15 v.

16 CITY OF SANTA MARIA, et al.,

17 Defendants.

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28
AND ALL RELATED ACTIONS.

SANTA MARIA GROUNDWATER
LITIGATION, LEAD CASE No. CV 770214
(Consolidated with CV 784900, 784921,
784926, 785509, 785511, 785515, 785522,
785936, 786971, 787150, 787151, 787152,
990738, 990739)

SETTLEMENT AGREEMENT BETWEEN
NORTHERN CITIES, NORTHERN
LANDOWNERS, AND OTHER PARTIES

PARTIES AND EFFECTIVE DATE

This Agreement is entered into among the Cities of Arroyo Grande, Pismo Beach, Grover Beach and the Oceano Community Services District (collectively "Northern Cities"), owners/lessors of land located in the Northern Cities Area ("Northern Landowners"), and other parties who execute this Agreement. This Agreement is entered into as of April 30, 2002.

STIPULATIONS OF FACT

A. In 1997, the Santa Maria Valley Water Conservation District initiated this action, Santa Clara Superior Court Case Number CV 770214, consolidated with Case

1 Numbers 784900, 784921, 784926, 785509, 785511, 785515, 785522, 785936, 786971,
2 787150, 787151, 787152, 990738, and 990739 (the "Action"), to adjudicate groundwater rights
3 in the Santa Maria Groundwater Basin;

4 B. Numerous parties have filed complaints and/or cross-complaints in the
5 Action with respect to rights to produce water in the Santa Maria Groundwater Basin;

6 C. By Order dated December 21, 2001, the Court determined the geographic
7 area constituting the Santa Maria Groundwater Basin ("Basin") and ruled that the Northern
8 Cities Area (identified on the map attached hereto as Exhibit A) is within the Basin;

9 D. Under current water supply and demand conditions, the groundwater
10 basin in the Northern Cities Area is in rough equilibrium, and groundwater pumping in the
11 Northern Cities Area does not negatively affect water supplies in the remainder of the Basin;

12 E. For more than 30 years, there have been separate funding, management
13 and usage of groundwater in the Northern Cities Area from groundwater in the Santa Maria
14 Valley. For example, the Northern Cities and Northern Landowners have paid and are paying
15 tens of millions of dollars for the construction and retrofit of the Lopez Reservoir, which
16 benefits the Northern Cities Area; whereas the Twitchell Reservoir has been paid for by parties
17 in the Santa Maria Valley who benefit from it.

18 F. The Northern Cities and Northern Landowners have agreed among
19 themselves and do hereby reaffirm their agreement to cooperatively share and manage
20 groundwater resources in the Northern Cities Area in accordance with a "Gentlemen's
21 Agreement" that was originally developed in 1983 and amended thereafter. Said Agreement
22 confers no rights on any third parties;

23 G. It is in the interest of all of the parties to this litigation that the parties settle
24 their claims and potential claims on the basis of the continued separate funding, management,
25 and usage of the waters conserved by the Lopez Reservoir in the Northern Cities Area and by
26 the Twitchell Reservoir in the remainder of the Basin, to preserve and protect water resources
27 in those separate management areas.

28 H. This Settlement Agreement is also intended to provide the parties with

1 advance notice of changes in the groundwater conditions in the Northern Cities Area and
2 Nipomo Mesa, as water supplies and demands may change with time. (The Nipomo Mesa is
3 southeast of the Zone 3 Line, and north of the Santa Maria River.); and

4 I. The parties to this Settlement Agreement have agreed to settle and
5 resolve their cross-claims and potential cross-claims on the conditions set forth below:

6 **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS**

7 1. Separate Management Areas. Subject to the conditions set forth below,
8 water resources and water production facilities in the Northern Cities Area shall continue to be
9 independently managed by the Northern Cities, the San Luis Obispo County Flood Control and
10 Water Conservation District, and the Northern Landowners, with the intention of preserving the
11 long-term integrity of water supplies in the Northern Cities Area. For example, the Northern
12 Cities and Northern Landowners will not be responsible to pay for any of the costs of the
13 Twitchell Reservoir; and the parties outside of the Northern Cities Area (Zone 3) shall not be
14 responsible to pay any of the costs relating to the Lopez Reservoir.

15 2. Effects on Litigation. Except as provided below, the parties in the
16 Northern Cities Area, on the one hand, and the other parties hereto, on the other hand, agree
17 not to pursue or assert any claims against one another relating to water rights in the Santa
18 Maria Groundwater Basin. Each of the Northern Landowners who execute this Agreement will
19 be deemed to have been served by each of the water purveyor parties in this action who have
20 signed this Agreement with cross-complaints seeking declaratory and other relief in the form of
21 the cross-complaints previously filed by the City of Santa Maria; and each of the Northern
22 Landowners who execute this Agreement shall be deemed to have served and filed answers to
23 said cross-complaints denying all of their material allegations and asserting all available
24 affirmative defenses. The Northern Cities and Landowners shall continue to be subject to
25 reasonable discovery requests that are relevant to the remaining issues in the case.

26 3. Court Approval. This Settlement Agreement shall be submitted to the
27 Court for approval. If approved, this Settlement Agreement shall be included in and attached
28 as an exhibit to the final judgment in this Action, and the Northern Cities Area shall be treated

1 separately under the judgment in accordance with the provisions set forth herein. Paragraphs
2 4 and 7-20 of this Agreement shall take effect only upon Court approval of this Agreement.

3 4. Consent to Continuing Jurisdiction. Prior to this Agreement, there has
4 been no adjudication of the water rights of the Northern Cities, Northern Landowners, or any
5 other party, other than the determination of the boundaries of the Basin. Except ¶ 5 below,
6 nothing in this Agreement authorizes the Court to restrict or affect the right of any party to
7 pump, divert, use, or store groundwater or surface water without first according that party all of
8 its substantive, procedural, and due process rights under constitutional, statutory, and common
9 law requirements. Subject to the above and to the limitations of paragraphs 5-6 below, the
10 parties hereto agree that the Court reserves and retains full jurisdiction, power, and authority
11 over the Northern Cities Area, the Northern Cities, and the Northern Landowners, to enable the
12 Court, upon motion of any party, to make such further orders or directions (1) to interpret;
13 enforce, amend, or amplify any of the provisions of this Agreement; (2) to enforce, protect, or
14 preserve the rights of the respective parties, consistent with the rights herein decreed; or (3) to
15 issue such additional orders and/or injunctions to prevent injury to any party that might result
16 from any material adverse change in the availability or quality of the water supplies in the
17 Northern Cities Area, or the Nipomo Mesa Area, or any part of the Basin.

18 5. Reaffirmation of Gentlemen's Agreement. The Northern Cities and
19 Northern Landowners hereby reaffirm their Agreement to cooperatively share and manage
20 groundwater resources in the Northern Cities' Area in accordance with their AGREEMENT
21 REGARDING MANAGEMENT OF THE ARROYO GRANDE GROUNDWATER BASIN, aka
22 the "Gentlemen's Agreement." (A copy of the current version of this Agreement is attached
23 hereto as Exhibit B.) In particular, the Northern Cities and the Northern Landowners agree
24 with each other to continue to divide the safe yield of groundwater in the Northern Cities' Area,
25 including any increases or decreases of the safe yield, in accordance with ¶ 1 of Exhibit B
26 hereto. Said water-sharing Agreement and this paragraph 5 shall only be binding on and
27 enforceable by the Northern Cities and Northern Landowners.

28 6. No Effect on Water Rights. Except as provided in ¶ 5 above, nothing in

1 this Agreement shall be construed to create, eliminate, increase, or reduce any substantive
2 right of any party to pump, divert, use, or store groundwater or surface water; and nothing in
3 this Agreement shall be construed to prove or disprove, directly or indirectly, any element of
4 prescriptive rights to groundwater.

5 **TECHNICAL OVERSIGHT COMMITTEE**

6 7. Formation. A Technical Oversight Committee (TOC) shall be established
7 to carry out the ongoing monitoring and analysis program ("MAP," see below).

8 8. Composition. The TOC shall be comprised of two voting representatives
9 of the Northern Cities and two voting representatives of parties providing public water service
10 on the Nipomo Mesa ("Mesa Parties," which include the Nipomo Community Services District,
11 Rural Water Company and Southern California Water Company, and their successors or
12 assigns). At least one of the two representatives from the Northern Cities and the Mesa
13 Parties shall be technically qualified to carry out the MAP duties described below. The other
14 TOC representatives may be technical, policy, managerial, or legal in nature. The voting
15 representatives shall attempt to operate by consensus. However, if consensus cannot be
16 achieved, TOC decisions may be made by majority vote of the voting representatives.

17 9. Responsibility. The TOC shall implement and carry out the MAP.

18 10. Meetings. The TOC shall meet at least semi-annually for the first five (5)
19 years of implementing the MAP, and at least annually thereafter.

20 11. Procedures of the TOC. The TOC shall establish procedures for the
21 fulfillment of its responsibilities under this Agreement.

22 **MONITORING AND ANALYSIS PROGRAM**

23 12. Purpose and Legal Effect. A monitoring and analysis program (MAP) shall
24 be established to provide ongoing data collection and analysis of water supplies and demands
25 in the Northern Cities Area and the Nipomo Mesa. The purpose of the MAP is to regularly
26 assess the potential impact on the water supplies on either side of the Zone 3 boundary line
27 resulting from changing conditions regarding the water supplies and demands in the Northern
28 Cities Area and the Nipomo Mesa, and the resulting changes in the surface and groundwater

1 flow conditions adjacent to and across the Zone 3 boundary line.

2 13. The Water Management Plans and the Annual Reports (collectively
3 "Plans") prepared pursuant to this Agreement are for information purposes only. They shall
4 not independently create in the party(ies) preparing them any affirmative obligation to act, or
5 implement any part of the Plans, nor shall they independently provide any other party or the
6 Court any right to compel action or enforce any obligation. However, any party may challenge
7 the sufficiency of any Plan produced pursuant to this Agreement by showing that it has not
8 been completed in substantial compliance with the requirements of this Agreement, except that
9 any challenge to a Water Management Plan created pursuant to Paragraph 15 below may only
10 be undertaken in a proceeding and under the standards set forth under Water Code sections
11 10650, *et seq.*

12 14. The Parties shall be excused from the preparation of the Plans required in
13 this Agreement when the Court enters a final judgment in this litigation.

14 15. Water Supply Planning and Reports. Within two years after Court
15 approval of this Settlement, each of the Northern Cities and the Mesa Parties shall evaluate
16 their current and future water supplies and prepare a Water Management Plan. The Water
17 Management Plan shall generally include the content and analysis described in Water Code
18 sections 10630 through 10635, and shall also include an analysis of the ongoing availability of
19 groundwater in the Northern Cities Area given the changing urban and agricultural water
20 demands in the Northern Cities Area. Each of the Northern Cities and the Mesa Parties shall
21 update and revise their previously prepared Water Management Plans prior to December 31,
22 2006, and every five years thereafter; provided however, that this requirement to prepare a
23 Water Management Plan is not intended to expand or impose upon any party rights or
24 obligations with respect to such Water Management Plans, other than those specifically stated
25 in this Section. Copies of the Water Management Plans shall be provided to the Northern
26 Cities, the Mesa Parties, the Santa Maria Valley Water Conservation District and the City of
27 Santa Maria.

28 16. Monitoring and Data Collection. The TOC shall implement a MAP that

1 shall include the data collection and analysis elements described below, and any other
2 monitoring and analysis, if the TOC deems them appropriate and cost-effective to fulfill the
3 purpose of this Agreement. The data collection and database development shall be created so
4 that the data can be shared and transferred between the TOC members for review and
5 evaluation in electronic format. The MAP shall include the following elements.

6 a. Design. Within six months after Court approval of this Agreement,
7 the TOC shall review existing data to select existing wells to include in the MAP. The TOC
8 shall define the list of wells to be monitored and specific information to be obtained from each
9 well, such as groundwater levels and groundwater quality constituents. The MAP shall also
10 include data collection to provide for early detection of seawater intrusion and collection of
11 other related data (e.g., deliveries of supplemental water, precipitation, discharge of treated
12 waste water, etc.) as are necessary for preparation of the analyses and reports required by this
13 Agreement. To the extent practical to adequately meet the purpose of this Agreement, the
14 TOC shall use existing facilities, rather than new facilities, in the design of the MAP.

15 b. Data Collection. As soon as the design of the MAP is complete, the
16 TOC shall commence collection of groundwater monitoring data, with data collection to occur
17 at intervals determined by the TOC.

18 c. Changing Groundwater Use Patterns. The TOC may also monitor
19 the groundwater pumping patterns in the Northern Cities Area and the Nipomo Mesa. The
20 monitoring shall be based on either observed changes (municipal pumping) or estimated
21 changes (private or agricultural pumping). The TOC may review the changes in pumping to
22 assess the potential impacts on groundwater flow conditions along the Zone 3 boundary line
23 and include its findings in the Annual Report, described below.

24 d. MAP Assessment. Within two years of Court approval of this
25 Agreement, and annually thereafter, the TOC shall evaluate data from the monitoring program,
26 assess data gaps, and make recommendations to revise the monitoring program, including the
27 use of other wells or installation of new monitoring wells, as appropriate. The TOC may
28 recommend to the Northern Cities and the Mesa Parties or to the Court any additional

1 monitoring of hydrologic characteristics that may be prudent and cost-effective to meet the
2 goals of this Agreement, to provide a higher level of confidence in the data and analyses than
3 that which is based on existing wells, stream gages, etc.

4 17. Annual Report. Based upon the MAP and other relevant information, the
5 TOC shall annually prepare a Report on Water Supply and Groundwater Conditions (Annual
6 Report) for the Northern Cities Area and Nipomo Mesa. The Annual Report shall be filed with
7 the Court, posted on the Court's website, and served on the Northern Cities, the Mesa Parties,
8 the Santa Maria Valley Water Conservation District, and the City of Santa Maria. The first
9 Annual Report shall be completed, filed and served, as described in the previous sentence, on
10 or before the second (2nd) anniversary of this Court's approval of this Agreement, and
11 annually thereafter. The Annual Report shall assess the adequacy of the water supplies in
12 each area in comparison to the corresponding demands, and shall include an analysis and
13 discussion of the estimates of the volume of groundwater in storage, an updated water budget
14 assessment, and anticipated water supply constraints, if any.

15 18. Cost Sharing. Unless otherwise agreed, each of the Northern Cities and
16 the Mesa Parties shall bear their own costs in participating in the TOC, gathering and
17 analyzing data, and producing any written documents as may be required by this Agreement.
18 To the extent the construction of new facilities may be required to implement this Agreement,
19 the Northern Cities and the Mesa Parties shall develop an equitable cost sharing agreement.
20 The parties will use their best efforts to minimize the costs of compliance in undertaking the
21 obligations of this Agreement.

22 19. Cooperation of all Parties. All parties to this litigation and this Agreement
23 shall provide any documents, information, access to wells, and well data, and take any other
24 actions reasonably requested to implement the MAP, subject to prior protective orders and
25 reasonable confidentiality restrictions.

26 **ADVANCE NOTICE OF INCREASED WATER PRODUCTION**

27 20. The Mesa Parties, the Northern Cities, and the Northern Landowners shall
28 provide prior written notice to each other of their intent to drill new wells, materially increase

1 the production capacity of existing wells or take over the use of an existing well, if the well is to
2 be used for water production (not monitoring). The notice must be served prior to or
3 concurrent with the initiation of environmental review under the California Environmental
4 Quality Act (CEQA), if required, or at least ninety (90) days prior to the construction of a new
5 well or the takeover or increase in capacity of an existing well. This ninety (90) day notice
6 requirement shall not apply in the event of emergencies, such as replacement of a collapsed
7 well, in which case notice will be provided as promptly as possible. The notice should provide
8 a description of the location, intended capacity and use of the well.

9 **GENERAL PROVISIONS**

10 21. No Third Party Beneficiary. Nothing in this Agreement, whether express
11 or implied, shall confer any rights or remedies under this Agreement on any persons other than
12 the Parties to it and their respective successors and assigns. Nothing in this Agreement shall
13 relieve or discharge the obligation or liability of any third parties to any Party to this Agreement.

14 22. Legal Capacity. The Parties warrant that all necessary approvals and
15 authorizations have been obtained to bind them to all terms of this Agreement, and further
16 warrant that the persons signing have authority to sign on behalf of their respective Parties.

17 23. Amendment. No amendment to this Agreement will be binding unless it
18 is either signed by an authorized representative of all of the Parties or approved by the Court.

19 24. Governing Law. This Agreement will be construed in accordance with,
20 and governed by, the laws of the State of California as applied to contracts that are executed
21 and performed entirely in California.

22 25. Severability. If any provision of this Agreement is held invalid or
23 unenforceable by any court, it is the intent of the Parties that all other provisions of this
24 Agreement be construed so as to remain fully valid, enforceable, and binding on the Parties.

25 26. Counterparts. This Agreement may be executed in one or more
26 counterparts, each of which will be considered an original, but all of which together will
27 constitute one and the same instrument. Any party that is currently a party to this Action and
28 any Northern Landowner may become a party to this Agreement by agreeing in writing to be

1 bound by its terms at any time prior to the entry of judgment in this Action. Future signatories
2 to this Agreement shall sign the signature pages attached hereto as Exhibits C (for Northern
3 Landowners) or D (for other parties to this litigation) to confirm their acceptance of its terms.

4 27. Merger Clause. This Agreement supersedes and replaces all prior
5 settlement negotiations and agreements, written or oral. It is the complete, final, and exclusive
6 statement of the parties' agreement. The parties hereto acknowledge that no party, agent or
7 attorney of any party has made any promise, representation or warranty whatsoever, express
8 or implied, not contained herein, to induce them to execute this Agreement. Each party has
9 executed this Agreement in reliance on the advice of his/her or its own attorney.

10 Dated: April __, 2002

CITY OF ARROYO GRANDE

11
12 By: _____
13 Title: _____

14 Dated: April __, 2002

CITY OF GROVER BEACH

15
16 By: _____
17 Title: _____

18 Dated: April __, 2002

CITY OF PISMO BEACH

19 By: Rudy Natali
20 Title: MAYOR

21 Dated: April __, 2002

OCEANO COMMUNITY SERVICES DISTRICT

22
23 By: _____
24 Title: _____
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27
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7 attorney of any party has made any promise, representation or warranty whatsoever, express
8 or implied, not contained herein, to induce them to execute this Agreement. Each party has
9 executed this Agreement in reliance on the advice of his/her or its own attorney.

10 Dated: April __, 2002

CITY OF ARROYO GRANDE

11
12 By: _____
13 Title: _____

14 Dated: April __, 2002

CITY OF GROVER BEACH

15
16 By: _____
17 Title: _____

18 Dated: April __, 2002

CITY OF PISMO BEACH

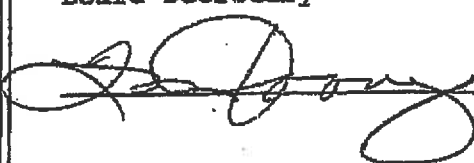
19
20 By: _____
21 Title: _____

22 Dated: ^{11/11} April 24, 2002

OCEANO COMMUNITY SERVICES DISTRICT

23 By: Bill Sanna
24 Title: President, Board of Directors

25 ATTEST:
Francis M. Cooney
26 Board Secretary

27 
28

1 bound by its terms at any time prior to the entry of judgment in this Action. Future signatories
2 to this Agreement shall sign the signature pages attached hereto as Exhibits C (for Northern
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7 attorney of any party has made any promise, representation or warranty whatsoever, express
8 or implied, not contained herein, to induce them to execute this Agreement. Each party has
9 executed this Agreement in reliance on the advice of his/her or its own attorney.

10 Dated: April __, 2002

CITY OF ARROYO GRANDE

12 By: _____
13 Title: _____

14 Dated: ~~XXXXXX~~ 2002
May 24, 2002

CITY OF GROVER BEACH

15 Attest: Donna L. McMahon
16 Donna L. McMahon
17 City Clerk

By: [Signature] (Stephen G. Lieberman)
18 Title: MAYOR

19 Dated: April __, 2002

CITY OF PISMO BEACH

20 By: _____
21 Title: _____

22 Dated: April __, 2002

OCEANO COMMUNITY SERVICES DISTRICT

23 By: _____
24 Title: _____

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5 settlement negotiations and agreements, written or oral. It is the complete, final, and exclusive
6 statement of the parties' agreement. The parties hereto acknowledge that no party, agent or
7 attorney of any party has made any promise, representation or warranty whatsoever, express
8 or implied, not contained herein, to induce them to execute this Agreement. Each party has
9 executed this Agreement in reliance on the advice of his/her or its own attorney.

10 Dated: ~~May~~ April 28, 2002

CITY OF ARROYO GRANDE

11 By: 
12 Title: Mayor

13

14 Dated: April __, 2002

CITY OF GROVER BEACH

15 By: _____
16 Title: _____

17

18 Dated: April __, 2002

CITY OF PISMO BEACH

19 By: _____
20 Title: _____

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22 Dated: April __, 2002

OCEANO COMMUNITY SERVICES DISTRICT

23 By: _____
24 Title: _____

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**AGREEMENT REGARDING
MANAGEMENT OF THE
ARROYO GRANDE GROUNDWATER BASIN**

A. Parties

This Agreement is entered into among the Cities of Arroyo Grande, Pismo Beach, Grover Beach and the Oceano Community Services District (collectively referred to hereinafter as "Parties" or "Urban Parties").

B. Recitals

WHEREAS, in January 1983, a Technical Advisory Committee consisting of representatives of Arroyo Grande, Grover City, Pismo Beach, Oceano Community Services District, Port San Luis Harbor District, the Farm Bureau, Avila Beach County Water District and the County of San Luis Obispo ("Committee") determined in reliance on the 1979 Report of the Department of Water Resources entitled Ground Water in the Arroyo Grande Area that the safe yield of the Arroyo Grande Groundwater Basin ("Basin") is 9,500 acre feet per year;

WHEREAS, in or about February 1983, the Parties agreed to enter into a voluntary groundwater management plan to provide for effective management of groundwater resources in the Basin through which each party was given sufficient water to meet its needs as then projected; such needs being met in part by the City of Arroyo Grande foregoing 358 acre feet per year of its historical use and the City of Pismo Beach foregoing 20 acre feet per year of its historical use;

WHEREAS, this management plan provided a reasonable division of the safe yield of the Basin without court imposed groundwater basin adjudication;

WHEREAS, on February 9, 1983, the terms of the management plan were incorporated into Resolution No. 83-1 of the South San Luis Obispo County Water Association Approving the Recommendations of the Committee relating to the Basin (the "Resolution");

WHEREAS, each of the Parties have adopted individual resolutions endorsing the provisions of the Resolution;

WHEREAS, the Parties have generally complied with the terms and conditions of the Resolution; and

WHEREAS, general compliance with the Resolution has proven to be a fair and efficient means of managing and protecting groundwater resources in the Basin as confirmed by the revised final draft report prepared by the Department of Water Resources entitled, Water Resources of Arroyo Grande and Nipomo Mesa, January 2000.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Division of Safe Yield.

a. The Parties agree to a division of the safe yield of the Basin as follows:

Applied Irrigation	5,300 acre feet
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Subsurface flow to ocean	200 acre feet
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Urban Use:

City of Arroyo Grande	1,202 acre feet
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City of Grover Beach	1,198 acre feet
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City of Pismo Beach	700 acre feet
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Oceano Community Services District	900 acre feet
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b. Any increase or decrease in the safe yield of the Basin attributable to changed operation of the Lopez Reservoir, or any other cause, shall first be divided between the Urban Parties and applied irrigation on a pro rata basis using the formula from the 1983 Gentlemen's Agreement, fifty-seven percent (57%) to applied irrigation and forty-three percent (43%) to the Urban Parties. Thereafter, the first 378 acre feet per year of any increase of safe yield allocated to the Urban Parties shall be divided between the City of Arroyo Grande and the City of Pismo Beach on a pro rata basis (95% to Arroyo Grande and 5% to Pismo Beach).

c. The entitlements of each respective Urban Party may be increased based upon the conversion of irrigated agricultural lands to urban use. An Urban Party to this Agreement may increase its entitlement for urban use by a factor of three (3) acre feet per acre per year minus the calculated urban usage per acre per year upon the conversion of irrigated agricultural land to urban usage. "Irrigated agricultural land" shall be that land within the corporate limits of the party that was identified as irrigated agricultural land in the 1979 Department of Water Resources Report entitled Ground Water in the Arroyo Grande Area. This agricultural conversion factor may be applied to all acreage converted to urban use from January 1, 1983, throughout the life of this Agreement. Such an agricultural conversion factor is in the best interests of the overall Basin in that it will not result in any decline in the groundwater service over time. The Parties agree that no water should be converted to urban use within the Basin without establishing that it was irrigated agricultural land as defined in the 1979 Department of Water Resources Report, Groundwater in the Arroyo Grande Area.

d. The Parties agree and understand that the safe yield figures utilized in this Agreement are a product of the 1979 Department of Water Resources Report regarding the Arroyo Grande Basin as adjusted by the 1983 ad hoc Technical Advisory Committee and that the division of the resources is based upon the historical use of each party and a practical accommodation of each Party's needs as they existed at the time of the adoption of the 1983

agreement. It is agreed that the Parties will meet and confer on issues related to safe yield and division of existing water resources upon the final adoption of the new Arroyo Grande Basin study performed by the Department of Water Resources, which is currently in draft.

2. Shared Information and Monitoring: The Urban Parties to this Agreement shall freely share information with each other regarding each of their respective uses of groundwater in the Basin, including all pumping data such as amounts of water extracted, well static water levels, and water quality. The Urban Parties to this Agreement shall meet on a quarterly basis to share this information and to discuss water usage and impacts upon the Basin. The Parties shall conduct a review of water usage and the impacts on Basin hydrology in 2010 and 2020.

3. Term:

a. This Agreement shall bind the Parties indefinitely absent a significant change of circumstances as to available water, water quality, or hydrogeology of the Arroyo Grande Basin. A significant change of circumstances shall allow any Party to opt out of this Agreement if the significant change of circumstances put that Party at risk of not being able to meet its potable water needs.

b. Significant changed circumstances shall include changes within the Basin or outside of the Basin, including but not restricted to, a change in the Lopez Reservoir safe yield or an increase in Lopez Reservoir discharges for conservation purposes that threatens the ability of the Urban Parties to obtain their contractual allotments under their Lopez agreements, or a significant change in groundwater yields or quality, or a reduction in foreign water imported by any Urban Party. The Parties recognize that rainfall within the watershed is the most significant factor affecting the yield of Lopez Reservoir and the Basin.

c. The Parties shall revisit the issue of the allocation of groundwater resources within the Arroyo Grande Basin in 2010 and 2020 in the context of the review provided for in section 2 of this Agreement. The Parties shall make new allocations of groundwater resources at that time if circumstances justify it and if no harm will result to other groundwater users. Priority shall be given to reallocation of historical use of groundwater to Arroyo Grande and Pismo Beach that those agencies chose not to pursue in the entering into of the original Gentlemen's Agreement in 1983 should such new allocations be made.

d. A Party may opt out of this Agreement if significant changed circumstances arise as defined in this section. Such a party shall give all other parties to the agreement not less than six months written notice of its intention to opt out. The written notice shall describe in detail the significant changed circumstances upon which the Party bases its election to opt out of the Agreement.

4. Mediation Agreement: The Parties agree to mediate any disputes that arise out of the Parties' performance under this Agreement, or the interpretation of the terms of this Agreement, prior to instituting any litigation against or between any other Party to this Agreement. Should a Party institute litigation without first offering in good faith to mediate any such dispute, any Party may move for an order compelling mediation and staying the proceedings in the litigation until

after mediation has been completed. The prevailing party on a motion to compel mediation shall be entitled to recover its attorney's fees against any resisting party or any party who filed litigation without first making a good faith attempt to mediate the dispute. This mediation requirement shall not apply where the health and safety of any of the Parties, or any of the Parties' residents, is threatened and they must seek, and have obtained, preliminary relief for the purposes of preserving health and safety.

5. No Third Party Beneficiaries: The Parties are entering into this Agreement in order to reasonably allocate existing groundwater resources between themselves and not to benefit any third parties. This agreement shall only be enforceable between the Parties themselves. This Agreement does not create any right enforceable by any person or entity that is not a party to this Agreement.

6. General Provisions:

a. The Parties warrant that all necessary approvals and authorizations have been obtained to bind them to all terms of this Agreement, and further warrant that the persons signing have authority to sign on behalf of their respective Parties.

b. Written notice under this Agreement shall be given by placing such notice in the first class mail, postage prepaid, or by hand delivery to the current address of the office of any Party to this Agreement.

c. No amendment to this Agreement will be binding on any of the Parties unless it is in writing and signed by an authorized representative of all of the Parties.

d. This Agreement will be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

e. If any provision of this Agreement is held invalid or unenforceable by any final judgment, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

f. This Agreement may be executed simultaneously in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

g. The Parties represent that prior to the execution of this Agreement, they consulted independent legal counsel of their own selection regarding the substance of this Agreement.

WHEREFORE, the Parties publicly consent to the terms and conditions of this Agreement by executing the same as set forth below.

Dated: May 30, 2002.

City of Arroyo Grande

By: 

Print Name and Title: MICHAELA LADY, MAYOR

Dated: June 10, 2002.

City of Pismo Beach

By: 

Print Name and Title: MAYOR RUDY NATOLI

Dated: May 21, 2002.

City of Grover Beach

Attest: 

Donna L. McMahon
City Clerk

By: 

Print Name and Title: MAYOR

Dated: April 24, 2002.

Oceano Community Services District

Attest:

By: 

Print Name and Title: Board President


Francis M. Cooney, Board Secretary

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EXHIBIT C – NORTHERN LANDOWNER SIGNATURE PAGE FOR
SETTLEMENT AGREEMENT

1. I am the owner and/or lessor (*circle one or both*) of at least ten acres of agricultural land in the Northern Cities Area (the area so designated on Exhibit A to this Settlement Agreement).

2. Describe the parcel(s) of agricultural land that you own or lease:

- (a) Address(es): _____
- (b) Assessor's Parcel Number(s): _____
- (c) Number of acres of agricultural land that you own or lease: _____
- (d) Approximate number of acre-feet of water pumped annually: _____

3. I have read this Settlement Agreement. I have obtained such legal advice or other counsel regarding its terms as I deem appropriate. I understand and agree to its terms.

Dated: _____, 2002

Print Name of Owner/Lessor: _____

Title of Signer: _____

Signature: Signature Page Filed with Court

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**EXHIBIT D – SIGNATURE PAGE FOR OTHER PARTIES – WATER PURVEYORS
AND LANDOWNERS OUTSIDE NORTHERN CITIES AREA**

1. I am a party to the Santa Maria Groundwater Litigation, or the legal representative of such a party.

2. I have read this Settlement Agreement. I have obtained such legal advice or other counsel regarding its terms as I deem appropriate. I understand and agree to its terms.

Dated: _____, 2002.

Print Name of Party(ies): _____

Title of Signer: _____

Signature: Signature Page Filed with Court

Exhibit 1F

Santa Maria Valley Public Water Purveyor Water Management Agreement

The original signature page of this agreement for Southern California Water Company was filed with the Court on or about September 1, 2005. The original signature page for the City of Guadalupe was filed on or about September 6, 2005. The original signature page for the City of Santa Maria was previously hand-delivered to the Court.

SANTA MARIA VALLEY PUBLIC WATER PURVEYOR WATER MANAGEMENT
AGREEMENT

The CITY OF SANTA MARIA ("Santa Maria"), the CITY OF GUADALUPE ("Guadalupe"), and SOUTHERN CALIFORNIA WATER COMPANY ("SCWC") enter into this SANTA MARIA VALLEY PUBLIC WATER PURVEYOR WATER MANAGEMENT AGREEMENT ("Agreement") on this ____ day of _____. Santa Maria, Guadalupe and SCWC are referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Santa Maria is a Charter City, providing potable water service to customers within and adjacent to its municipal boundaries.

B. Guadalupe is a general law city, providing potable water service to customers.

C. SCWC is an investor-owned public utility within the meaning of Public Utilities Code section 2400 *et seq.* and operates pursuant to the California Public Utility Act, Public Utilities Code section 200 *et seq.* SCWC provides potable water service to customers within its certificated service area in Santa Barbara County, generally referred to as the "Santa Maria Customer Service Area," which includes four unincorporated areas of Santa Barbara County, commonly known as "Orcutt," "Tanglewood," "Lake Marie," and "Sisquoc," and one unincorporated area in San Luis Obispo County, commonly referred to as the "Nipomo Mesa."

D. On July 20, 2004, Santa Maria and SCWC entered into a Water Management Agreement ("2004 Agreement"), which formalized certain efforts to coordinate the provision of potable water service within their respective service areas. The 2004 Agreement is incorporated herein by reference and remains in full force and effect and is attached as Exhibit A.

E. The Parties have historically relied on local groundwater to provide potable water service to their respective customers and hold rights to pump groundwater ("Groundwater Rights") from the Santa Maria Groundwater Basin ("Basin").

F. The Parties also each hold contracts to receive water from the State Water Project ("SWP Entitlement," collectively, and "Santa Maria SWP Entitlement," "Guadalupe SWP Entitlement," or "SCWC SWP Entitlement," individually). Santa Maria's contract is for 17,800

acre feet, SCWC's contract is for 550 acre feet and Guadalupe's contract is for 610 acre feet. Collectively, the SWP Entitlement totals 18,960 acre-feet per year.

G. The Parties are also litigants in the Santa Maria groundwater basin (*Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.*, Superior Court, County of Santa Clara, Lead Case No. CV 770214 ("Basin Adjudication")).

H. The Parties, along with a large number of other litigants, intend to enter into a stipulation ("Stipulation") which will settle the Basin Adjudication among the stipulating parties.

I. This Agreement is that agreement described as Exhibit F in the Stipulation.

NOW THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, the Parties agree as follows:

Section 1. Definitions. The terms used in this Agreement shall have the same definition as provided in the Stipulation, unless expressly provided otherwise in this Agreement.

Section 2: Purpose. The purpose of this Agreement is to provide the mechanism through which the Parties shall meet their obligations as intended in the Stipulation, through that certain agreement designated as Exhibit F.

Section 3: Term. This Agreement shall be effective concurrently with and on the same terms as the Stipulation, and shall remain in effect concurrent with the Stipulation.

Section 4: Twitchell Yield.

4.1 Division. The Parties agree that the 80% of the 32,000 acre-feet of Twitchell Yield shall be allocated as follows: Santa Maria 14,300 acre-feet; Guadalupe 1,300 acre-feet and SCWC 10,000 acre-feet. The Parties acknowledge that the remaining 20% of the Twitchell Yield (6,400 acre-feet) is allocated to the Overlying Owners within the District who are Stipulating Parties, subject to the terms of the Stipulation.

4.2 Transfer of Twitchell Yield. The Parties agree that any proposed transfer of Twitchell Yield to one of the Parties shall be made available to all Parties. Each Party shall be given 30 days advance notice to elect to participate in any proposed transfer. The amount of transferred Twitchell Yield shall be divided between the Parties participating in the transfer in proportion to those Parties' then existing Twitchell Yield. If only one Party participates in the transfer, that Party shall be entitled to the full amount of transferred Twitchell Yield.

Section 5. Twitchell Management Authority.

5.1 All decision making of the TMA shall be conducted, to the extent reasonably practical, on a consensus basis. Provided, however, if consensus cannot be achieved, TMA decisions shall be made by majority vote. Unless otherwise specified, the weight of each Party's voting rights shall be equivalent to its then-existing Twitchell Yield.

5.2 The Parties will work with the other Twitchell Participants to develop rules and regulations governing the TMA.

5.3 Budget. Each Stipulating Party holding Twitchell Yield shall be obligated to fund the TMA in proportion to that Party's then existing Twitchell Yield.

5.3.1 The TMA shall establish its members' funding obligations through a duly adopted budget, which shall project the TMA funding needs in 3-5 year increments, as it deems necessary to meet its obligations to preserve Twitchell Yield. Any TMA budget shall be adopted at least 18 months in advance of its intended implementation to provide adequate time for SCWC to secure PUC approval to fulfill its financial obligations as a member of the TMA. The Parties will to work cooperatively to achieve consensus on the TMA operating budget. If Santa Maria and SCWC are unable to agree on the operating budget, SCWC shall grant Santa Maria a proxy for purposes of the TMA vote on the operating budget. If SCWC grants such a proxy and an operating budget is subsequently approved, SCWC retains the right to challenge any such operating budget through the Court's reserved jurisdiction provided in the Stipulation. SCWC's obligations with respect to any such operating budget is subject to final approval by the PUC.

5.3.2 Consistent with Section V(D)(3)(c) of the Stipulation, the TMA's annual budget for the first five years following PUC approval of the Stipulation shall be as provided in Exhibit B to this Agreement. As provided in Exhibit B, the TMA budget shall include anticipated costs necessary to fund:

5.3.2.1 The Management Area Engineer activities for the Valley Management Area, including the implementation of the Valley Management Area Monitoring Program and the associated preparation of the Annual Report; and

5.3.2.2 The preparation and implementation of the Twitchell Project Manual; and

5.3.2.3 The funding of Twitchell Project operations and capital funds that the TMA determines are necessary to preserve the Twitchell Yield. The requirements for the Twitchell operational fund shall take into account the amount collected by the District from its current operation and maintenance assessment. The Twitchell capital fund shall consist of any unused revenues from the Twitchell operating fund, plus other funds necessary to implement approved Capital Improvement Projects.

5.4 Capital Improvement Projects.

5.4.1 The Parties agree that if one Party proposes a TMA Capital Improvement Project, that Party shall make available to the other Parties the opportunity to participate in the funding of the TMA Capital Improvement Project in proportion to the Parties' share of Twitchell Yield.

5.4.1.1 If a Party chooses not to participate in the funding of the TMA Capital Improvement Project, and that Party's participation is required to implement the Project, the Parties may petition the Court to resolve the issue on an expedited basis.

5.4.1.2 If a Party chooses not to participate in the funding of the TMA Capital Improvement Project, and that Party's participation is not required to implement the Project, the Party or Parties choosing not to participate in the Project shall grant the Party proposing the Project a proxy for purposes of the TMA vote to approve the Project, so long as the proposed Project will not adversely affect a Party's share of Twitchell Yield or otherwise cause material injury to a Party.

5.4.1.3 If fewer than all Parties participate in the funding of a TMA Capital Improvement Project, the Parties who participate in the funding of the Project shall be entitled to the benefits received from the Project in proportion to their financial contribution.

5.4.2 If an emergency situation exists such that a TMA Capital Improvement Project is necessary to abate the emergency, the Parties may petition the Court for an order approving the Project on an expedited basis.

Section 6. New Urban Uses - SCWC. The 2004 Agreement is expressed modified only as follows:

6.1 All new customers of SCWC, or existing customers proposing to increase their water use through a change in land use requiring a discretionary land use permit or other form of land use entitlement, as specified in Section X(D)(2) of the Stipulation ("SCWC Project

Proponents") shall provide Supplemental Water to offset the demand associated with that prospective use, through the protocol provided in the 2004 Agreement. The entities that have entered into the Reservation/Purchase Agreements identified on Exhibit C to this Agreement and Exhibit B to the 2004 Agreement are deemed to have satisfied the requirements of this Section and are exempt from the requirements of Section 6.2, below.

6.2 In addition to the fee paid to secure Supplemental Water pursuant to the 2004 Agreement, an additional 20% shall be charged to the SCWC Project Proponent by Santa Maria and shall be placed into either the Twitchell operational fund or the Twitchell capital fund. That incremental charge deposited in the applicable fund, shall be deemed a SCWC contribution to offset any SCWC TMA funding requirements.

Section 7. New Urban Uses – Guadalupe.

7.1 Guadalupe and Santa Maria agree that it is within their mutual interests to cooperate and coordinate their efforts to provide retail water service within their respective service areas.

7.2 Guadalupe and Santa Maria mutually acknowledge the benefits of importing SWP supplies to augment their use of local groundwater.

7.3 It is to the mutual advantage of Guadalupe and Santa Maria to have several alternatives for making use of their SWP Entitlements, Return Flows and Twitchell Yield to create flexibility, reliability, and cost effectiveness in their water supply systems. Santa Maria and Guadalupe shall each have the right to use the other's unused Twitchell Yield in any given year if needed.

7.4 Guadalupe and Santa Maria agree to work cooperatively to provide a reliable and cost effective mechanism through which Santa Maria and Guadalupe can maximize the use of their respective SWP supplies and Return Flows within the Basin. Santa Maria agrees not to oppose any effort by Guadalupe that is based on reliable data to increase the fixed percentage of Guadalupe's SWP Return Flow.

7.5 Santa Maria agrees to work cooperatively with Guadalupe to provide Guadalupe with additional SWP supplies. Guadalupe shall compensate Santa Maria through a specified dollar amount or through an exchange of water resources, as Guadalupe and Santa Maria deem appropriate. As further consideration, Santa Maria shall have a right of first refusal to purchase any SWP Return Flows that Guadalupe elects to sell from its existing SWP Entitle-

ment, and any future SWP Entitlement, that are not for use within or adjacent to Guadalupe's service area.

Section 8. Representations or Warranties of Guadalupe. Guadalupe makes the following representations, warranties and covenants to SCWC and Santa Maria:

8.1 Power and Authority to Execute and Perform this Agreement. Guadalupe has the power and authority to enter into this Agreement and to perform its obligations and all necessary approvals and authorizations have been obtained.

8.2 Enforceability. This Agreement constitutes a legal, valid and binding obligation of Guadalupe, and is enforceable against Guadalupe in accordance with its terms.

Section 9. Representations or Warranties of Santa Maria. Santa Maria makes the following representations, warranties and covenants to SCWC and Guadalupe:

9.1 Power and Authority to Execute and Perform this Agreement. Santa Maria has the power and authority to enter into this Agreement and to perform its obligations and all necessary approvals and authorizations have been obtained.

9.2 Enforceability. This Agreement constitutes a legal, valid and binding obligation of Santa Maria, and is enforceable against Santa Maria in accordance with its terms.

Section 10. Representations or Warranties of SCWC. SCWC makes the following representations, warranties and covenants to Santa Maria and Guadalupe:

10.1 Power and Authority to Execute and Perform this Agreement. SCWC is a corporation duly formed and in good standing in the State of California. Subject to California Public Utility Commission approval, expressly including the ability to recover the costs of implementing this agreement through its authorized regulated utility rates, SCWC has the corporate power and authority to enter into this Agreement and to perform its obligations and all necessary corporate approvals and authorizations have been obtained.

10.2 Enforceability. Subject to California Public Utility Commission approval as provided in section 10.1, this Agreement constitutes a legal, valid and binding obligation of SCWC, enforceable against SCWC in accordance with its terms.

Section 11. Remedies Not Exclusive. Remedies provided in this Agreement for enforcement of its terms are intended and shall be construed as cumulative rather than exclusive and shall not be deemed to deprive any Party from also using any other remedies provided by this Agreement or by law.

Section 12. Subject to Applicable Law. The Parties acknowledge and agree that this Agreement and the rights and obligations of the Parties shall be subject to the laws governing municipal corporations as they now exist and as they may be amended or codified by the Legislature of the State of California.

Section 13. Integration. This Agreement shall be integrated with, and interpreted in companion with the 2004 Agreement, the Stipulation, and the final judgment entered in the Basin Adjudication that is based upon the Stipulation. These set of agreements contain the entire understanding between SCWC, Santa Maria and Guadalupe with respect to the subject matter, and supersede all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between SCWC, Santa Maria and Guadalupe. This Agreement cannot be amended except in writing signed by all Parties.

Section 14. No Waiver. Any failure or delay on the part any Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

Section 15. Notices. All notices or other communications required or desired to be given pursuant to this Agreement shall be in writing and shall be hand-delivered, or mailed by certified mail, return receipt requested, or sent by a reputable overnight courier service providing delivery confirmation. Each such notice or communication shall be deemed to be duly given when hand-delivered, or three (3) days after being mailed in any depository maintained by the United States Postal Service, with prepaid postage, certified, return receipt requested or one (1) day after being deposited for next day delivery with Federal Express or other reputable overnight courier. Each such notice or communication shall be addressed to the Parties at their respective addresses set forth next to their signatures below, or such other address as a Party notifies the other in writing.

Section 16. Headings; Section References. Captions and headings appearing in this Agreement are inserted solely as reference aids for the ease and convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

Section 17. Separability. If any provision of this Agreement is finally determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to

the extent reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

Section 18. Binding Effect Assignment. This Agreement shall only be binding on and inure to the benefit of the Parties, and their respective successors and permitted assigns. No Party shall assign this Agreement except with the prior written approval of the other Parties. Any unauthorized attempt to assign this Agreement shall be null and void. Notwithstanding the foregoing, SCWC shall have the right to assign this Agreement to any affiliate.

Section 19. Attorneys Fees. In the event that any action or proceeding is brought to enforce one or more of the terms of this Agreement, to restrain an alleged violation of this Agreement, or to determine the validity of this Agreement or any part, the prevailing Party in any such action or proceeding shall be entitled to recover from the other its reasonable costs and attorneys' fees, in addition to any other remedies available to it in law or equity. If all Parties are successful in one or more causes of action during any such proceeding, the costs and fees shall be apportioned as determined by the Court.

Section 20. Force Majeure. If by reason of acts of God, earthquakes, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state, or local law, order, rule, or regulation, any Party is prevented from complying with any condition of this Agreement, then while so prevented the condition shall be suspended and the Party shall be relieved of the obligation of complying with such covenant and shall not be liable for damages for failure to comply with it. Any obligation of any Party shall be extended for as long as it is so prevented from complying with any condition or covenant in the Agreement.

Section 21. Dispute Resolution, Governing Law and Venue. This Agreement is a contract governed in accordance with the laws of the State of California. The Parties agree that if any dispute arises with respect to any provision of this Agreement, the Parties shall meet and confer in an attempt to resolve any such disputes. If, after 90 days, the meet and confer process is unsuccessful, the dispute shall be presented for Court review and determination pursuant to the Court's reserved jurisdiction and judicial review provisions provided in the Stipulation.

Section 22. Counterparts. This Agreement may be signed in any number of counterparts, including counterparts by facsimile signature, each of which shall be deemed an original,

but all of which shall together constitute one and the same instrument. The original signature pages shall be filed with the Court as Exhibit F to the Stipulation.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF SANTA MARIA:

City of Santa Maria
a California municipal corporation

By: _____
Name: _____
Title: _____
Address: _____
Fax: _____
Phone: _____

Attest:

By: _____
_____, City Clerk

SCWC:

Southern California Water Company,
a California corporation

By: Denise L. Kruger
Name: Denise L. Kruger
Title: Senior Vice President of Operations
Address: 3035 Prospect Park, Suite 60
Rancho Cordova, CA 95670
Fax: (916) 853-3674
Phone: (916) 853-3606

APPROVED AS TO FORM:

By: Robert J. Saperstein
Robert J. Saperstein,
Hatch & Parent
Attorneys for SCWC

APPROVED AS TO FORM:

By: _____
Eric Garner,
Best Best & Krieger
Attorneys for City of Santa Maria


(Signatures continued on following page)

but all of which shall together constitute one and the same instrument. The original signature pages shall be filed with the Court as Exhibit F to the Stipulation.

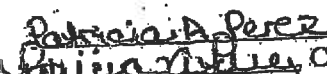
IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF SANTA MARIA:

City of Santa Maria
a California municipal corporation

By: 
Name: Larry Lavagnino
Title: Mayor
Address: 110 E. Cook St. Rm. 1
Santa Maria, CA 93454
Fax: (805) 349-0567
Phone: (805) 925-0951 x204

Attest:

By: 
Patricia A. Perez City Clerk
Chief Deputy

APPROVED AS TO FORM:

By: _____
Eric Garner,
Best Best & Krieger
Attorneys for City of Santa Maria

SCWC:

Southern California Water Company,
a California corporation

By: _____
Name: Denise L. Kruger
Title: Senior Vice President of Operations
Address: 3035 Prospect Park, Suite 60
Rancho Cordova, CA 95670
Fax: (916) 853-3674
Phone: (916) 853-3606


APPROVED AS TO FORM:

By: _____
Robert J. Saperstein,
Hatch & Parent
Attorneys for SCWC


(Signatures continued on following page)

CITY OF GUADALUPE

City of Guadalupe,
a California municipal corporation

By: 
Name: Carolyn Galloway-Cooper
Title: city Administrator
Address: 918 Obispo street
Guadalupe, CA 93434
Fax: 805 343-5512
Phone: 805 343-1340

Attest:

By: 
BRENDA HEST, City Clerk

APPROVED AS TO FORM:


By: 
Mark J. Mulkerin,
Burke, Williams & Sorensen, LLP
Attorneys for Guadalupe

EXHIBIT A
to
STIPULATION EXHIBIT F

WATER MANAGEMENT AGREEMENT

This Water Management Agreement ("Agreement") is made and entered into this ~~30th~~ day of ~~July~~ 2004, by and between the CITY OF SANTA MARIA ("City"), a California municipal corporation, and SOUTHERN CALIFORNIA WATER COMPANY, a California corporation ("SCWC"). The City and SCWC are referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. The City is a Charter City. The City provides potable water service to customers within the greater Santa Maria area of Santa Barbara County.

B. SCWC is an investor-owned public utility within the meaning of Public Utilities Code Section 2400, *et seq.* and operates pursuant to the California Public Utility Act, Public Utilities Code Section 200, *et seq.* SCWC provides potable water service to customers within its certificated service area in Santa Barbara County, generally referred to as the "Santa Maria Customer Service Area", which includes four unincorporated areas of Northern Santa Barbara County, commonly known as "Orcutt," "Tanglewood," "Lake Marie," and "Sisquoc," and one unincorporated area in San Luis Obispo County, commonly referred to as the "Nipomo Mesa."

C. The City and SCWC have historically cooperated and coordinated their efforts to provide retail water service within their respective service areas.

D. Both the City and SCWC have historically relied on local groundwater to provide potable water service to their respective customers and both hold rights to pump groundwater ("Groundwater Rights") from the Santa Maria Groundwater Basin ("Basin").

E. The City and SCWC also each hold contracts to receive water from the State Water Project ("SWP Entitlement," collectively, and "City SWP Entitlement" or "SCWC SWP Entitlement," individually). Collectively, their contract entitlements total 18,350 acre-feet per year.

F. Both the City and SCWC are legally entitled to retain and recapture that portion of their respective SWP Entitlement that recharges the Basin after the consumptive use of the SWP Entitlement ("Return Flows").

G. The City and SCWC mutually acknowledge the benefits of importing SWP supplies to augment their use of local groundwater.

H. It is to the mutual advantage of the City and SCWC to have several alternatives for making use of their SWP Entitlements, Return Flows and Groundwater Rights, to create flexibility, reliability and cost-effective redundancy in their water supply systems.

I. The County of Santa Barbara ("County") regulates the land use activities within Orcutt. In 1997, the County adopted the Orcutt Community Plan ("OCP"), which establishes, among other things, certain policies regarding water supplies to be secured for new development projects in Orcutt ("Project" or "Projects"). The OCP was amended in 2001. In particular, the OCP requires that the water demand associated with Projects be offset by "supplemental" water supplies that do not result in further overdraft of the Basin ("OCP Water Policies").

J. As of the date of this Agreement, SCWC has fully reserved the SCWC SWP Entitlement for the benefit of Projects (See Section 3 below). In addition, without significant investment in and construction of additional capital facilities and/or the access to City facilities as provided in this Agreement, SCWC is unable to take delivery of the full extent of its SCWC SWP Entitlement.

K. Without the construction of additional capital facilities that extend the SCWC SWP turnout from Tanglewood to Orcutt, SCWC is unable to take delivery of any additional alternative sources of water that may comply with the OCP Water Policies, except as provided in this Agreement.

L. The City has elected to make available to certain Project proponents within Orcutt supplemental water supplies that will satisfy the OCP Water Policies applicable to Projects. (See City Resolution 2003-150, attached as Exhibit "A" ("Resolution 2003-150").)

M. SCWC and the City are also parties to litigation regarding water rights in the Santa Maria groundwater basin (*Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.*, Superior Court, County of Santa Clara, Lead Case No. CV 770214 ("Basin Adjudication"))

N. The Parties intend that this Agreement provide a reliable and cost effective mechanism through which the City and SCWC can maximize the use of their respective SWP supplies within the Basin, while making the most efficient use of existing facilities to take delivery of the Parties' respective SWP supplies.

O. The Parties also intend that this Agreement establish a mechanism through which potential new SCWC customers in Orcutt may access supplemental water through the City, consistent with the OCP Water Policies.

NOW THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, the Parties agree as follows:

Section 1. Purpose. The purposes of this Agreement are to: (a) provide a reliable and cost effective mechanism through which the City and SCWC can maximize the use of their respective SWP supplies within the Basin, (b) make the most efficient use of existing facilities to take delivery of the Parties' respective SWP supplies, (c) secure a reliable means of accessing Supplemental Water (defined below), and (d) fairly allocate the costs of obtaining and using Supplemental Water within the Basin. Nothing in this Agreement shall be interpreted to impose on either Party any obligation that might arise out of the final judgment entered in the Basin Adjudication, other than as expressly provided in this Agreement.

Section 2. Term.

2.1 This Agreement shall be effective on the date first written above ("Effective Date") and shall continue to February 25, 2038, and thereafter shall remain in effect for so long as both the City and SCWC remain SWP contractors ("Term").

2.2 While the Parties contend PUC approval of this Agreement is not required, should the PUC rule that PUC approval is required and that approval of the Agreement as written is denied, the Parties shall make every reasonable effort to modify the Agreement in a manner that the PUC will approve and that also preserves its original, essential terms.

Section 3. Right to Acquire Water.

3.1 The Parties acknowledge that given the limits of existing facilities, SCWC is unable to take full delivery of the SCWC SWP Entitlement through its existing SWP facilities because the water demand in the area with direct access to the SCWC SWP Entitlement (Tanglewood) is significantly less than the full SCWC SWP Entitlement. Further, SCWC has fully committed to those Projects listed in Exhibit "B" ("Committed Projects") SCWC's SWP Entitlement and the use of SCWC's existing facilities to make use of the SCWC SWP Entitlement reserved to the benefit of the Committed Projects. To take delivery of the entirety of the SCWC SWP Entitlement, SCWC must either construct additional capital facilities to extend the

SWP turnout from Tanglewood to Orcutt, and/or obtain the rights to rely on the interconnection between the SCWC and City systems, as provided in this Agreement.

3.2 SCWC agrees that, given its geographic proximity to and existing interconnection with SCWC, the City provides the best, most cost effective, and logical source of Supplemental Water for the benefit of Projects in Orcutt to which SCWC would provide retail potable water service.

3.3 For the purpose of this Agreement, "Supplemental Water" shall mean a portion of the yield of the SWP Entitlement held by the City, or a portion of the historic groundwater rights to the Basin held by the City in accordance with the final judgment entered in the Basin Adjudication.

3.4 In working with Project proponents, SCWC agrees that prior to accepting any water that is intended to satisfy the OCP Water Policies, other than the SCWC SWP Entitlement, Supplemental Water and that obtained under Section 7.1, SCWC shall:

3.4.1 Refer to the City any Project proponent that requests water service from SCWC that is also subject to the OCP Water Policies; and

3.4.2 Allow sufficient time for the City and the Project proponent to attempt to make arrangements consistent with the OCP Water Policies, this Agreement and other applicable considerations.

3.5 The City shall make available Supplemental Water to Projects in Orcutt pursuant to Resolution 2003-150 or a substantially similar policy. The City shall not unreasonably withhold Supplemental Water from Projects in Orcutt.

3.6 If any portion of SCWC's SWP Entitlement becomes uncommitted (i.e., a Committed Project is not approved for development or if the County adjusts upward the reliability factor it applies to SCWC SWP Entitlement), SCWC shall use the uncommitted SCWC SWP Entitlement as specified in this Section 3.6 and the Parties shall undertake the following:

3.6.1 SCWC shall provide written notice to the City of the availability of the SCWC SWP Entitlement ("Notice of Availability"), specifying the quantity of SCWC SWP Entitlement that has become available. Within 45 days of the Notice of Availability, the City shall pay to SCWC \$22,000 per acre foot, adjusted annually based on the consumer price index (Los Angeles-Riverside-Orange County), for the SCWC SWP Entitlement specified in the Notice of Availability. Upon provision of payment to SCWC, the City, at its sole discretion, may make

available to Project(s) in Orcutt, as otherwise provided in this Agreement; this SCWC SWP Entitlement as though it is Supplemental Water. SCWC shall continue to use the SCWC SWP Entitlement as though it is fully committed for the benefit of Projects in Orcutt.

3.7 SCWC shall be relieved of its obligation to refer the Project proponent to the City as provided in subsection 3.4, during any period which:

3.7.1 The City determines that the City has no additional Supplemental Water available for use in Orcutt, or the County determines that the City has no additional Supplemental Water available for use in Orcutt. If the Parties disagree with the County's determination, the Parties agree to use their reasonable best efforts to convince the County that the City does have available Supplemental Water.

3.8 After January 1, 2014, SCWC shall be relieved of its obligation to refer the Project Proponent to the City as provided in subsection 3.4, if one or more of the following conditions applies:

3.8.1 A source of water becomes available to SCWC for use in the Basin at a cost less than the cost of the City's Supplemental Water, on a per acre foot basis;

3.8.2 The Parties agree to meet and confer in good faith to attempt to resolve any issues that arise pursuant to this Section 3.8 prior to SCWC seeking an alternative source of water.

3.9 The Parties acknowledge and agree that this Agreement is not a mechanism through which SCWC may use the City's water distribution system to access alternative sources of water, either directly or indirectly, except as expressly provided in this Agreement.

Section 4. Interconnection. The Parties have previously established an interconnection between their respective water distribution facilities, consisting of a two-way meter, meter vault and appurtenances located inside the meter vault ("Interconnection"). The Interconnection is located at Miller Street and Santa Maria Way. The maintenance, repair and improvements to the Interconnection shall be managed as follows:

4.1 The Parties shall share equally the costs of all maintenance and repairs on the Interconnection. SCWC shall be responsible for physically implementing the ongoing maintenance and repair of the Interconnection, subject to the City's prior review of the maintenance and repair plans.

4.2 The Parties shall share the costs of any needed improvements to the Interconnection one-fourth (1/4) by the City and three-fourths (3/4) by SCWC. Unless otherwise arranged between the Parties, SCWC shall be responsible for physically implementing any improvements to the Interconnection. The City shall provide prior input and approval of any improvements to the Interconnection.

4.3 Both the City and SCWC shall have reasonable access to the meter at the Interconnection.

Section 5. Delivery of Water Through the Interconnection. Either Party may take delivery of water through the Interconnection subject to the following conditions (for the purpose of this Agreement, the Party taking delivery shall be referred to as the "Receiving Party" and the Party supplying the water shall be referred to as the "Supplying Party"):

5.1 As a Receiving Party, SCWC shall have a first priority right to use the Interconnection to take delivery each Year (defined below) of only that amount of SCWC SWP Entitlement that SCWC cannot take delivery of through SCWC's own facilities. In addition, each Year, SCWC's receipt of water through the Interconnection pursuant to this Section shall be limited to that quantity of SCWC's SWP Entitlement SCWC has made available for the City's receipt during that Year, at the City's SWP turnout within the City. The City may impose reasonable limitations on the rate of water SCWC takes through the Interconnection subject to this subsection 5.1.

5.2 Subject to SCWC's use of the Interconnection as provided in Section 5.1, either Party may use the Interconnection to take delivery of water by providing the Supplying Party at least 48 hours advance notice of the quantity and rate at which water will be taken.

5.3 Other than as provided in subsection 5.1, the Supplying Party may impose reasonable limitations on the rate and quantity of water to be taken through the Interconnection. Each Party is under an affirmative obligation to accommodate reasonable requests for use of the Interconnection, subject to SCWC's priority right provided in Section 5.1. Unless otherwise agreed between the Parties, the use of the Interconnection other than as provided in Section 5.1 shall be interim and temporary in nature.

5.4 Payment for receipt of water through the Interconnection shall be made in accordance with Section 6.

Section 6. Payments for Delivered Water. The Receiving Party shall pay to the Supplying Party for receipt of water through the Interconnection, as follows:

6.1 Section 5.1 deliveries. For use of the Interconnection as provided in Section 5.1, SCWC shall pay to the Central Coast Water Authority ("CCWA") all costs associated with making available to the City, at the City's SWP turnout within the City, that quantity of the SCWC SWP Entitlement equivalent to that amount of water SCWC intends to receive through the Interconnection. Payment shall be made in accordance with applicable CCWA policies.

6.2 Section 5.2 deliveries. For delivery of water obtained through the Interconnection pursuant to Section 5.2, the Receiving Party shall pay the Supplying Party a per acre-foot charge equivalent to the Supplying Party's cost of producing the water for that Year. The Supplying Party shall determine cost of producing water and shall provide the Receiving Party with an itemized statement summarizing those costs. The Parties agree to meet and confer in good faith regarding any dispute in determining the cost of producing water.

6.3 Neither Party shall be obligated to pay any charge, other than as provided in this Section.

6.4 For the purpose of this Agreement, a "Year" shall refer to a water year commencing on October 1 and ending in the subsequent year on September 30. The Payments required in Section 6.2 shall be made annually, on or before November 1 of each Year, based on actual metered receipt of water through the Interconnection.

Section 7. Additional Supplemental Water. In exchange for the commitments in Section 3 and as an element of consideration for those commitments, the City hereby provides to SCWC, upon the Effective Date, the right to take delivery of 20 acre-feet of Supplemental Water annually for the Term of this Agreement, at no cost to SCWC. The City provides these 20 acre-feet of Supplemental Water under the same terms and conditions provided in Resolution 2003-150. If the County determines that Supplemental Water provided pursuant to Resolution 2003-150 does not satisfy the OCP Water Policies, the City shall provide SCWC at no cost, 20 acre-feet per year of water through the Interconnection, in addition and subject to the same priority as that amount of water SCWC can obtain under Section 5.1. SCWC shall have the right to use 20 acre-feet of water provided in this Section 7 for the benefit of any residential Project.

Section 8. Service Area Integrity. Nothing in this Agreement is intended nor shall it be interpreted to waive either Party's rights to provide water service to current or future areas within or adjacent to their existing service areas. Should the City seek to acquire (by any means) any portion of, or all of the SCWC certificated service area in SCWC's Santa Maria Customer Service Area, the City shall pay as fair compensation, the greater of 10 times the SCWC rate base or the court-approved fair compensation.

Section 9. Representations or Warranties of City. The City makes the following representations, warranties and covenants to SCWC:

9.1 **Power and Authority to Execute and Perform this Agreement.** The City has the power and authority to enter into this Agreement and to perform its obligations and all necessary approvals and authorizations have been obtained.

9.2 **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of the City, and is enforceable against the City in accordance with its terms.

Section 10. Representations or Warranties of SCWC. SCWC makes the following representations, warranties and covenants to City:

10.1 **Power and Authority to Execute and Perform this Agreement.** SCWC is a corporation duly formed and in good standing in the State of California. Subject to the conditions of Section 2.2, SCWC has the corporate power and authority to enter into this Agreement and to perform its obligations and all necessary corporate approvals and authorizations have been obtained. The City agrees that nothing in this representation, warranty or covenant shall be interpreted or applied to negate the City's indemnity obligations provided in Section 12.

10.2 **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of SCWC, enforceable against SCWC in accordance with its terms.

Section 11. Termination. This Agreement shall terminate as described in Section 2. If this Agreement is terminated prior to the expiration of the Term, its termination shall not impact: (a) any other agreements regarding Supplemental Water between the City and Project proponents, and SCWC and Project proponents, (b) the provision of water to SCWC pursuant to Section 7 and (c) the payments and associated commitments, if any, regarding the SCWC SWP Entitlement between the City and SCWC made pursuant to Section 3.6.

Section 12. Indemnity.

12.1 The City shall hold harmless, defend and indemnify SCWC, its directors, employees, agents, successors and assigns (all of which are herein referred to as the "SCWC Indemnified Parties") from and against all liabilities, obligations, claims, damages, losses, actions, judgments, suits, costs and expenses, including but not limited to reasonable attorneys' fees (collectively, "Damages"), which may be imposed on, incurred by, or asserted against the SCWC Indemnified Parties as a result of or arising out of the restrictions placed on SCWC's access to Supplemental Water as provided in Section 3, and/or the implementation of this Agreement as of the Effective Date as provided in Section 2. This indemnification shall survive termination of the Agreement.

12.2 Promptly following notice of any claim for which SCWC is indemnified, SCWC shall notify the City of such claim in writing. The City shall thereafter defend against such claim, in consultation with SCWC, in a manner the Parties mutually deem appropriate, including settlement on such terms as SCWC and the City both approve. The City and SCWC shall mutually select counsel. SCWC may also elect to have separate representation at its sole discretion and cost. If the City fails to promptly defend such claim, SCWC may defend the claim in any manner it deems appropriate and with counsel of its choice, including without limitation, settlement of the claim on terms SCWC deems appropriate, and to pursue such remedies as may be available to SCWC against the City.

Section 13. Remedies Not Exclusive. Remedies provided in this Agreement for enforcement of its terms are intended and shall be construed as cumulative rather than exclusive and shall not be deemed to deprive either Party from also using any other remedies provided by this Agreement or by law.

Section 14. No Transfer of Water Rights or Contracts. The rights granted pursuant to this Agreement constitute the right to take delivery of water only and shall not be interpreted as a sale, transfer, or assignment of either Party's water rights or contract entitlements.

Section 15. Subject to Applicable Law. The Parties acknowledge and agree that this Agreement and the rights and obligations of the Parties shall be subject to the laws governing municipal corporations as they now exist and as they may be amended or codified by the Legislature of the State of California.

Section 16. Entire Agreement. This Agreement contain the entire understanding between SCWC and the City with respect to the subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between SCWC and the City. This Agreement cannot be amended except in writing signed by both Parties.

Section 17. No Waiver. Any failure or delay on the part either Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

Section 18. Notices. All notices or other communications required or desired to be given pursuant to this Agreement shall be in writing and shall be hand-delivered, or mailed by certified mail, return receipt requested, or sent by a reputable overnight courier service providing delivery confirmation. Each such notice or communication shall be deemed to be duly given when hand-delivered, or three (3) days after being mailed in any depository maintained by the United States Postal Service, with prepaid postage, certified, return receipt requested or one (1) day after being deposited for next day delivery with Federal Express or other reputable overnight courier. Each such notice or communication shall be addressed to the Parties at their respective addresses set forth next to their signatures below, or such other address as a Party notifies the other in writing.

Section 19. Headings; Section References. Captions and headings appearing in this Agreement are inserted solely as reference aids for the ease and convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

Section 20. Separability. If any provision of this Agreement is finally determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to the extent reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

Section 21. Binding Effect Assignment. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and permitted assigns. Neither Party shall assign this Agreement except with the prior written approval of the other Party. Any

unauthorized attempt to assign this Agreement shall be null and void. Notwithstanding the foregoing, SCWC shall have the right to assign this Agreement to any affiliate.

Section 22. Attorneys Fees. In the event that any action or proceeding is brought to enforce one or more of the terms of this Agreement, to restrain an alleged violation of this Agreement, or to determine the validity of this Agreement or any part, the prevailing Party in any such action or proceeding shall be entitled to recover from the other its reasonable costs and attorneys' fees, in addition to any other remedies available to it in law or equity. If both Parties are successful in one or more causes of action during any such proceeding, the costs and fees shall be apportioned as determined by the court.

Section 23. Force Majeure. If by reason of acts of God, earthquakes, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state, or local law, order, rule, or regulation, either Party is prevented from complying with any condition of this Agreement, then while so prevented the condition shall be suspended and the Party shall be relieved of the obligation of complying with such covenant and shall not be liable for damages for failure to comply with it. Any obligation of either Party shall be extended for as long as it is so prevented from complying with any condition or covenant in the Agreement.

Section 24. Governing Law and Venue. This Agreement is a contract governed in accordance with the laws of the State of California. THE PARTIES HEREBY AGREE THAT VENUE FOR ANY ACTION BROUGHT TO ENFORCE THE TERMS OF THIS AGREEMENT SHALL BE IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF SANTA BARBARA, CALIFORNIA, AND CONSENT TO THE JURISDICTION THEREOF.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY:

City of Santa Maria
a California municipal corporation

By:

Name: L. J. Lavagnino

Title: Mayor

SCWC:

Southern California Water Company,
a California corporation

By:

Name: Denise L. Kruger

Title: Senior Vice President of Operations

Address: 110 E. Cook Street
Santa Maria, CA 93454

Fax: (805) 349-0657
Phone: (805) 925-0951, ext. 200

Address: 3035 Prospect Park, Suite 60
Rancho Cordova, CA 95670

Fax: (916) 853-3674
Phone: (916) 853-3606

APPROVED AS TO FORM:

Best Best & Krieger LLP

By:


Eric Garner, Partner

ATTEST:

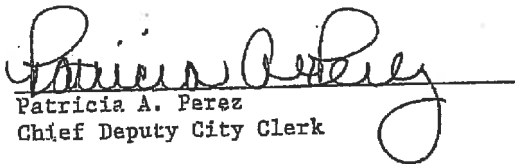

Patricia A. Perez
Chief Deputy City Clerk

EXHIBIT A

RESOLUTION NO. 2003 - 150

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA MARIA, CALIFORNIA APPROVING THE SALE OF UP
TO 400 ACRE-FEET ANNUALLY OF SUPPLEMENTAL STATE
WATER PROJECT YIELD AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AGREEMENTS FOR THE SALE OF
UP TO 400 ACRE-FEET ANNUALLY OF SUPPLEMENTAL
STATE WATER PROJECT YIELD**

WHEREAS, the City of Santa Maria ("City") holds contracts to receive water from the State Water Project ("Project"), and can import up to 17,820 acre feet of water per year from the Project; and

WHEREAS, the City also holds rights to pump groundwater from the Santa Maria Valley Groundwater Basin ("Basin"); and

WHEREAS, the County of Santa Barbara ("County") regulates the land use activities within the Orcutt area. In 1997, the County adopted the Orcutt Community Plan ("OCP"), which establishes, among other things, certain policies regarding water supplies to be secured for new development projects in Orcutt. The OCP requires that the water demand associated with projects be offset by "supplemental" water supplies that do not result in further overdraft of the Basin; and

WHEREAS, the City has water available for use in the Oroutt area pursuant to the OCP, that is surplus to that needed to serve the City's current and long-term future anticipated demands; and

WHEREAS, "Supplemental Water" shall mean a portion of the yield of the SWP entitlement held by the City, or a portion of the historic groundwater rights to the Basin held by the City in accordance with the final judgment entered in *Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.*, Superior Court, County of Santa Clara, Lead Case No. CV 770214; and

WHEREAS, the sale of up to 400 acre-feet of Project water will not change the existing setting and will not affect the net amount of water that will be extracted from the Basin; and

WHEREAS, the City is willing to enter into agreements to provide up to 400 acre-feet annually of supplemental water to individual property owners for the benefit of the individual property owners and their associated Projects.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria as follows:

1. The City Council approves the sale of up to 400 acre-feet annually of Supplemental water.

2. The City Manager is authorized and directed to execute agreements substantially in the form provided for the sale of up to 400 acre-feet of Supplemental water per year for municipal use for the purpose of satisfying the Oroutt Community Plan's policies regarding water supplies.

3. City staff is hereby authorized to make minor changes to the final agreement and directed to file any and all notices that may be required by law.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria held August 5, 2003.

/S/ L. J. LAVAGNINO


Mayor

ATTEST:

/s/PATRICIA A. PEREZ

City Clerk

APPROVED AS TO FORM:

BY: 
CITY ATTORNEY

CONTENTS:

BY: 
DEPARTMENT HEAD

BY: 
CITY MANAGER

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF SANTA MARIA)


I, RHONDA M. GARIETZ, Deputy City Clerk of the City of Santa Maria and ex officio Clerk of the City Council DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 2003-150 which was duly and regularly introduced and adopted by said City Council at a regular meeting held August 5, 2003, by the following vote:

AYES: Councilmembers Mariscal, Orach, Patino, Trujillo and Mayor Lavagnino.

NOES: None.

ABSENT: None.

ABSTAIN: None.



Deputy City Clerk of the City of Santa Maria
and ex officio Clerk of the City Council

EXHIBIT B

SCWC SWP ENTITLEMENT: PROJECT LIST

PROJECT	TYPE	QUANTITY
Oak Knolls South	Residential	3.36 af
Mesa Verde	Residential	33 af
Orthodox Church	Commercial	1.6 af
Fundamental Baptist Church	Commercial	0.6 af
Orcutt Marketplace	Commercial	37 af
Rice Ranch	Residential	350 af
Eskridge Lot Split	Residential	0.5 af
Diamante Estates	Residential	9 af
Hummel Village/Senior Housing	Commercial/Residential	3.5 af
TOTAL		438.6*af

* Because the County of Santa Barbara considers State Water Project water less than 100% reliable, the County applies a reliability factor to the SCWC SWP Entitlement. For the purposes of the projects on this Exhibit B, the County has adopted a 79% reliability factor for the SCWC SWP Entitlement. Based on this reliability factor, the County considers the entirety of the SCWC SWP Entitlement fully committed.

EXHIBIT B
to
STIPULATION EXHIBIT F

DRAFT: Subject to Ratification by the TMA

Exhibit B

**SANTA MARIA VALLEY PUBLIC WATER PURVEYOR WATER
MANAGEMENT AGREEMENT**

**Twitchell Management Authority
Annual Budget
Applicable for 2006-2011**

Item	Amount
Administration	\$50,000
Management Area Engineer	\$100,000
Twitchell Operation (including Twitchell Project Manual)	\$300,000
Monitoring	\$100,000
Program/Annual Report	
Reserves	\$100,000

EXHIBIT C
to
STIPULATION EXHIBIT F

SUPPLEMENTAL WATER PURCHASE AGREEMENTS

City of Santa Maria and OakGlen General Partnership dated July 31, 2003 – Project known as OakGlen – 22 afy.

City of Santa Maria and Ronald Chappell and Raymond Gonzales dated July 31, 2003 – Project known as 1374 Solomon – 1 afy.

City of Santa Maria and SB Clark LLC dated July 31, 2003 – Project known as Clark Ranch Estates – 200 afy.

City of Santa Maria and Wellmack dated August 18, 2003 – Project known as Jensen's Crossing/Cobblestone Creek – 59 afy.

City of Santa Maria and Harpstone Partnership LP dated August 18, 2003 – Project known as Harp Springs – 26.5 afy.

City of Santa Maria and Stonegate Development LP dated August 18, 2003 – Project StoneGate – 11 afy.

City of Santa Maria and Old Mill Orcutt Venture, LLC dated August 18, 2003 – Project known as Old Mill – 26 afy.

City of Santa Maria and Andy Fetyko dated January 15, 2004 – Project known as Keysite 10 – 10 afy.

City of Santa Maria and Steve LeBard and Debbie LeBard dated February 11, 2004 – Project known as LeBard Project – 2 afy.

City of Santa Maria and Knollwood Properties LP dated March 23, 2004 – Project known as Knollwood Meadows Phase II – 10 afy.

City of Santa Maria and Walter Mendoza dated May 19, 2003 – 1 afy.

City of Santa Maria and Darren Hulstine dated November 17, 2004 – Property located at 1430 Solomon Road – 1 afy.

City of Santa Maria and Cameron Realty Partners dated July 28, 2004 – Project known as Keysite 10 – 10 afy.

City of Santa Maria and David Daniels undated – Project known as 520 W. Rice Ranch Road – ½ afy.

City of Santa Maria and Chris Henderson dated November 30, 2004 – Project known as 295 Siles Lane -- +/- ½ afy.

City of Santa Maria and Simonsen & Associates dated March 1, 2005 – Project known as

Hummel Village II – 3.01 afy.

City of Santa Maria and East Clark Avenue Partnership undated but returned signed on May 9, 2005 – Project known as 250 E. Clark Avenue – 4 afy.

City of Santa Maria and Thor Gjerdrum dated May 12, 2005 – Project known as Rice Oak -- .75 afy

Exhibit 1G

ENDORSED
FILED

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

DEPARTMENT 17

JUN 28 2000

STEPHEN V. LOVE
Chief Executive Officer
Superior Court of the County of Santa Clara
By Dep. Cl.

SANTA MARIA VALLEY WATER
CONSERVATION DISTRICT, a public
entity,

Plaintiff,

vs.

CITY OF SANTA MARIA, et al.,

Defendant

) SANTA MARIA GROUNDWATER
) LITIGATION

) Case No. CV770214

) ORDER CONCERNING ELECTRONIC
) SERVICE OF PLEADINGS AND
) ELECTRONIC POSTING OF DISCOVERY
) DOCUMENTS

) Consolidated Cases:
) CV784900; CV784921; CV784926;
) CV785509; CV785511; CV785515;
) CV785522; CV785936; CV786971;
) CV787150; CV787151; CV787152
) San Luis Obispo County Superior
) Court Cases: 990738 and 990739

And Related Cross-Actions and Actions Consolidated For
All Purposes

I. INTRODUCTION

A. The Court, through its Complex Civil Litigation Pilot Project, will host a Website to provide:

1. Electronic service on the parties of pleadings, discovery requests, discovery responses, and other documents to be served, and electronic access by the parties to all such pleadings, requests, responses, and other documents served;
2. Electronic production of documents, and electronic access by the parties to all such documents produced; and
3. A place for the electronic posting of deposition transcripts (as made available by

1 the attorneys) and transcripts of Court proceedings (when they are brief) and
2 access to such transcripts by the parties.

3 B. The Website address is http://www.sccomplex.org. A dedicated link to the Santa Maria
4 Groundwater Litigation is contained on the home page of this site.

5 C. The Court's Website will be maintained, and the tasks required of the Website will be
6 conducted by, the Court's outside Website Vendor:

7 Andy Jamieson
8 Global Transactions, Inc.
9 519 17th St., Oakland, CA 94612
10 Telephone: 510-548-9050
11 Email: ajam@glotans.com

12 D. This Order supercedes and entirely replaces parts VII ("Document Repository") and
13 VIII ("Filing and Service of Papers") of the Court's Case Management Order No. 4. All
14 other parts of Case Management Order No. 4 remain unaffected.

15 E. The term "Document Repository" as used in Case Management Order No. 4 shall mean
16 the Court's Website.

17 II. SERVICE LISTS

18 A. The firm of Hatch & Parent shall compile an initial service list consisting of the service
19 addresses of all parties to the case.

20 B. On or before July 7, 2000, all parties shall submit to Hatch & Parent the address at
21 which they wish to receive service. Service addresses may be submitted electronically
22 to: GLane@HatchParent.com, or by facsimile to Gina Lane, Hatch & Parent, 805-965-
23 4333.

24 Parties must elect one of the following three service options. All parties who are able
25 must opt for email service.

1. Parties receiving service electronically shall provide a current electronic mail
address, and a backup facsimile number.

1 2. Parties without email who elect fax service shall provide a current facsimile
2 number.

3 3. Other parties receiving service by U.S. Mail shall provide a current U.S. Mail
4 address.

5 The court will notify email recipients that a document has been posted; parties must
6 serve other parties by fax and mail.

7 C. On or before July 10, 2000, Hatch & Parent shall transmit the initial electronic,
8 facsimile and U.S. Mail service lists to the Website Vendor, based on the addresses
9 submitted by the parties.

10 D. All parties are obligated to check their email addresses on the website and notify the
11 vendor immediately of any errors.

12 E. New parties, upon making their first appearance in this case, will be required to elect
13 their preferred method of service (i.e. electronic, facsimile, or U.S. Mail).

14 F. Parties making any additions, corrections or changes to the electronic, facsimile, or U.S.
15 Mail service lists after June 26, 2000, shall submit their changes directly to the Website
16 Vendor. The Website Vendor shall post and keep current the electronic, facsimile, and
17 U.S. Mail service lists on the Website.

18 G. Once a party posts a document, the court, through its website, will make email service.
19 The parties are under a continuing obligation to make fax and mail service of the notice
20 of posting in the normal manner.

21 ///

22 ///

23 ///

24 ///

25 ///

1 III. PLEADING DOCUMENTS

2 A. POSTING OF PLEADING DOCUMENTS

- 3 1. Commencing on July 11, 2000, all parties, including parties who elect service
4 options two (2) and three (3), will be required to serve all Pleading Documents¹
5 by posting them on the Website. Parties without Internet access will have to
6 seek it out at the public library or at copy stores.
- 7 2. Instructions for posting will be provided on the Website itself. Documents
8 posted shall be catalogued according to the instructions provided. The posting
9 party shall provide: its name, the complete title of the document, and the date of
10 posting. All Pleading Documents will be posted to the Website in xml text
11 format (with a copy in PDF format being optional). All Adobe Acrobat
12 resources can be obtained from www.abode.com.
- 13 3. Once a Pleading Document has been posted to the Website, no change shall be
14 made to that document by any party. No Pleading Document posted to the
15 Website shall be removed from the Website except upon further Order of the
16 Court.
- 17 4. Exhibits attached to Pleading Documents shall be submitted as image file
18 attachments in .GIF or .JPG form.
- 19 5. For all Pleading Documents in this case served prior to July 11, 2000, the
20 serving party shall post a copy of that document to the Website no later than
21 August 10, 2000.

22 ///

23 _____

24 1 "Pleading Document" means: pleadings or any other documents produced in the course of this
25 action and required to be filed with the Court, including, but not limited to: (1) all
complaints, cross-complaints and answers, including amendments thereto; (2) all demurrers,
opposition to demurrers and replies; (3) all writ petitions and orders thereon; (4) all
motions, oppositions to motions and replies; (5) all proposed orders; (6) all expert
designations; and (7) all trial briefs.

1 6. Nothing in this Order modifies the manner of obtaining personal jurisdiction
2 (through service of process) over a party who has not appeared in these
3 consolidated actions. Service of process shall proceed in the regular manner
4 provided under California law.

5 B. ELECTRONIC SERVICE AND CONFIRMATION OF RECEIPT

- 6 1. The Website will be configured to transmit automatically an electronic "Notice
7 of Availability" to all parties on the electronic service list notifying them that a
8 Pleading Document has been served on them and is available for their review on
9 the Website.
- 10 2. Any party posting a Pleading Document on the Website who does not receive
11 electronic notice indicating that service of their document has been made shall,
12 within 12 hours of its posting, notify the Website Vendor of this problem.
- 13 3. All Parties electronically served shall confirm receipt of electronic service by
14 replying to the electronic mail "Notice of Availability" message received by no
15 later than 5:00 p.m. on the next business day following posting of the document
16 served, not including weekends and holidays. (For instance, an electronic
17 "Notice of Availability" transmitted at 4:59 p.m. on a Thursday must be
18 confirmed by 5:00 p.m. on Friday. Electronic Notice of Availability transmitted
19 at 5:01 p.m. on a Thursday must be confirmed by 5:00 p.m. on the following
20 Monday.) To confirm receipt, simply select "Reply" and then "Send."
- 21 4. Parties who fail to confirm receipt of electronic service within the time period
22 specified above will automatically receive a "Notice of Availability" by
23 facsimile from the Court's Website Vendor. A party's repeated failure to timely
24 confirm receipt of electronic service will be reported to the Court, and the court
25

1 will require the party to personally appear to explain his failure to comply with
2 the court's electronic service requirements.

3 C. FACSIMILE AND U.S. MAIL SERVICE

4 1. Commencing on July 11, 2000, in addition to posting all Pleading Documents on
5 the Website, all parties shall serve, by facsimile and U.S. Mail as applicable, a
6 "Notice of Availability" on all parties electing to receive service by facsimile or
7 U.S. Mail shall be sufficient to constitute service of the Pleading Document
8 itself.

9 2. The "Notice of Availability" shall contain; (1) the serving party's name and
10 contact information; (2) the title of the document posted on the Website; and (3)
11 the date of posting; and shall indicate that the document served is available for
12 viewing on the Website.

13 D. PROOF OF SERVICE

14 3. All Pleading Documents posted to the Website shall contain a Proof of
15 Service. The Proof of Service shall be sufficient if it indicates: (1) the
16 title of the Pleading Document posted; (2) the date and time of posting;
17 (3) that a "Notice of Availability" has been faxed to all parties on the
18 Website's current facsimile service list; and (4) that a "Notice of
19 Availability" has been mailed to all parties on the Website's current U.S.
20 Mail service list.

21 ///

22 ///

23 ///

24 ///

25 ///

1 IV. DISCOVERY DOCUMENTS

2 A. POSTING OF DISCOVERY DOCUMENTS

- 3 1. Commencing on July 11, 2000, Discovery Documents² that are written requests
4 for discovery or written responses to those requests shall be posted to the
5 Website and served in the same manner as Pleading Documents. For all
6 Discovery Documents that are written requests for discovery or written
7 responses to those requests that are produced prior to July 11, 2000, the
8 producing party shall post a copy of that document to the Website no later than
9 August 10, 2000.
- 10 2. Commencing on July 11, 2000, Discovery Documents that are deposition
11 transcripts (including exhibits), whether party or non-party, shall be posted to the
12 Website and served by the noticing party in the same manner as Pleading
13 Documents. Deposition transcripts shall be posted promptly after receipt of the
14 transcript. For all Discovery Documents that are deposition transcripts
15 (including exhibits) that are produced prior to July 11, 2000, the noticing party
16 shall post a copy of that document to the Website no later than August 10, 2000.
- 17 3. Commencing on July 11, 2000, documents produced in response to a demand for
18 inspection and copying of documents shall be produced by the
19 producing/responding party as follows:
- 20 a. All parties are required to produce documents electronically.
- 21 b. To ensure quality control and uniformity of imaging and indexing, all
22 parties are required to utilize the Document Services Vendor approved
23

24
25 ²"Discovery Documents" means: non-pleading, discovery documents, including, but limited to:
(1) all written discovery requests; (2) all written responses to discovery requests; (3)
documents produced in response to requests or demands for production of documents; (4) all
deposition transcripts; (5) all privilege logs; and (6) all trial exhibits.

1 by the Court: APS, 3485 Sacramento Drive, Suite H, San Luis Obispo,
2 California 93401, (805) 545-9100. All parties shall contact APS directly
3 to establish their individual accounts with the Document Services
4 Vendor.

5 c. Documents produced by a party shall be provided to the Document
6 Services Vendor not later than 15 days after the date of service of the
7 written response (unless another time is set by agreement of the parties
8 or by Order of Court).

9 d. Upon production of document(s) to the Document Services Vendor, the
10 producing/responding party shall post on the Website a "Notice of
11 Submission of Discovery Documents to the Document Services Vendor"
12 indicating: (1) the name of the producing/responding party; (2) the name
13 of the propounding party; (3) the title of the document requesting the
14 production; and (4) the date of the production.

15 e. The Document Services Vendor will apply a standard indexing protocol
16 (including electronic "Bates" stamping and bibliographic fields).

17 f. The Document Services Vendor will transmit electronic images of the
18 documents produced directly to the Website Vendor. The Website
19 Vendor will then post those documents to the Website on behalf of the
20 producing/responding party, and will notify the producing/responding
21 party of this fact.

22 g. Documents previously produced shall be submitted to the Document
23 Services Vendor on or before July 17, 2000.

24 B. COSTS

- 25 1. Each party producing Discovery Documents shall be responsible for the
scanning/imaging and indexing costs charged by the Document Services Vendor

1 for those services, and any and all costs associated with transmitting these
2 documents to the Website Vendor, as described below.

- 3 2. A party utilizing the Document Services Vendor for any other services (e.g.,
4 obtaining electronic images of produced documents on CD Rom) shall be
5 responsible for all costs associated with those other services.
- 6 3. For non-party document productions, the requesting party shall be responsible
7 for posting the documents and for the costs charged by the Document Services
8 Vendor to scan/image and index the documents.

9 C. PROTECTIVE ORDERS

- 10 1. The Court's standard procedures shall apply to any party seeking to protect or
11 limit disclosure of information in a Discovery Document. In lieu of posting of
12 electronic images for documents subject to Court-ordered protection or
13 limitations on disclosure, the Website shall contain a listing of the document and
14 identifying information (including at least the title and description of the
15 document), information on the nature of the protection or limitation ordered by
16 the Court, and information on how to obtain the document.

17 V. FILING OF DOCUMENTS WITH THE COURT AND EFFECTIVE DATE OF
18 SERVICE

- 19 A. Notwithstanding the procedures for posting Pleading Documents on the Website
20 provide by this Order, no party is relieved of its responsibility to file any and all
21 documents required by law with this Court.
- 22 B. All Pleading Documents and any other documents required to be filed with the Court
23 may be filed with the Court by facsimile.
- 24 C. For purposes of a party's obligation to produce and/or serve upon another party a
25 document, that party shall be deemed to have produced/served the document on the date
on which the document was posted to the Website or submitted to the Document

Services Vendor (as applicable). Documents posted to the Website or submitted to the Document Services Vendor after the close of a business day (5:00 p.m.) shall be deemed to have been produced/served on the next business day.

D. For purposes of a party's obligation to respond to any document served on him, service by electronic posting, facsimile and U.S. Mail in accordance with this Order shall be deemed to be service by facsimile transmission in accordance with Code of Civil Procedure section 1013(e), and the time obligations and duties of the parties shall be governed as if such service had been made by facsimile transmission.

E. All parties are under a continuing obligation to post all Pleading Documents and Discovery Documents to the Website, in the manner described in this Order.

VI. STAY

A. The stay on responsive pleadings imposed by the court at the May 12, 2000 hearing is lifted. Responsive pleadings are due July 17, 2000 and shall be posted in accordance with section III.A.2. of this order.

Dated this 27th day of June, 2000



CONRAD L. RUSHING
Judge of the Superior Court

Exhibit 1H

RECORDING REQUESTED BY:

XYZ CORPORATION

WHEN RECORDED MAIL TO:

**CITY OF SANTA MARIA
A California municipal corporation
110 E. Cook Street
Santa Maria, CA 903454**

**THIS SPACE RESERVED FOR RECORDER ONL
(Gov. Code 27361.6)**

NOTICE OF AGREEMENT BY STIPULATION

THIS NOTICE ("Notice") is authorized and required to be recorded in Santa Barbara County by order of the Superior Court of the County of Santa Clara and Government Code Section 27201.

Effective _____, 2005 the Clerk of the Court for Santa Clara County has entered a written stipulation in the matter of *Santa Maria Valley Water Conservation District v. City of Santa Maria*, Santa Clara County Superior Court, Lead Case No. CV 770214 (hereinafter "Stipulation") affecting the use of water rights in the Santa Maria Groundwater Basin as more particularly described in the Stipulation. A copy of the Stipulation is on file with and may be viewed at the Santa Clara County Superior Court, City of Santa Maria, City of Guadalupe, and County of Santa Barbara. The below stated Stipulating Party and it's real property located in Santa Barbara County bound by the terms of the Stipulation is identified in Exhibit "A" attached hereto and incorporated herein.

**XYZ CORPORATION
A California corporation**

By:
Name:
Title:

EXHIBIT "A"

STIPULATING PARTY AND PROPERTY DESCRIPTION **(Santa Barbara County)**

<u>Stipulating Party</u>	<u>Property Description</u>
XYZ Corporation	(APN 101-040-014) NW ¼ of SW ¼, Section 1, R 29E, T 30S, MDB&M (APN 101-040-019) As described in that certain recorded instrument No. 123, Recorded June 29, 2001, Book 123, Page 111, Santa Barbara County Recorder.

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

)
) ss.
)

On the ____ day of _____, 2005, before me, the below-named Notary Public, personally appeared _____

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

RECORDING REQUESTED BY:

XYZ CORPORATION

WHEN RECORDED MAIL TO:

**NIPOMO COMMUNITY SERVICES
DISTRICT**

**A California CSD
148 South Wilson Street
Nipomo, CA 93444**

**THIS SPACE RESERVED FOR RECORDER ONL
(Gov. Code 27361.6)**

NOTICE OF AGREEMENT BY STIPULATION

THIS NOTICE ("Notice") is authorized and required to be recorded in San Luis Obispo County by order of the Superior Court of the County of Santa Clara and Government Code Section 27201.

Effective _____, 2005 the Clerk of the Court for Santa Clara County has entered a written stipulation in the matter of *Santa Maria Valley Water Conservation District v. City of Santa Maria*, Santa Clara County Superior Court, Lead Case No. CV 770214 (hereinafter "Stipulation") affecting the use of water rights in the Santa Maria Groundwater Basin as more particularly described in the Stipulation. A copy of the Stipulation is on file with and may be viewed at the Santa Clara County Superior Court, Nipomo Community Services District, Oceano Community Services District, City of Arroyo Grande, City of Grover Beach, City of Pismo Beach, and County of San Luis Obispo. The below stated Stipulating Party and it's real property located in San Luis Obispo County bound by the terms of the Stipulation are identified in Exhibit "A" attached hereto and incorporated herein.

**XYZ CORPORATION
A California corporation**

**By:
Name:
Title:**

EXHIBIT "A"

STIPULATING PARTY AND PROPERTY DESCRIPTION **(San Luis Obispo County)**

<u>Stipulating Party</u>	<u>Assessors Parcel Number</u>
XYZ Corporation	(APN 101-040-014) NW ¼ of SW ¼, Section 1, R 29E, T 30S, MDB&M (APN 101-040-019) As described in that certain recorded instrument No. 123, Recorded June 29, 2001, Book 123, Page 111, San Luis Obispo County Recorder.

STATE OF CALIFORNIA

)
) ss.
)

COUNTY OF SAN LUIS OBISPO

On the ____ day of _____, 2005, before me, the below-named Notary Public, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

Exhibit 2

Non-Stipulating Landowner Group Parties and Wineman Parties

Note: The Assessor Parcel Number (APN) and ownership information is derived from the stipulation entered into on February 28, 2006 by the Landowner Group (LOG), Wineman Parties and the Public Water Producers as to the overlying parcels of property owned by the LOG and Wineman Parties at the time of Phase IV of the trial. (Property Ownership Stipulation, Phase IV Trial, February 28, 2006.) The applicable Phase IV Trial Exhibit No. for each overlying parcel is provided.

Litigation Group: Wineman, et al.

Owner, per Deed provided on 2/28/06	Owner as of 2/28/06 Stipulation	APN	Phase IV Trial Exhibit No.	Deed No. ¹
James M. Acquistapace and Tracy L. Acquistapace, Trustees of the Acquistapace 2004 Family Trust under the Declaration of Trust dated March 25, 2004	Acquistapace, James M. and Tracey L., Trustees of the Acquistapace 2004 Family Trust	128-094-034	Exh. 30	2004-116736 (SB)
Adam Agricultural Limited Partnership	Adam Agricultural Limited Partnership	117-160-041	Exh. 6, 23	98-6980 (SB)
Adam Agricultural Limited Partnership	Adam Agricultural Limited Partnership	117-170-060 117-170-064	Exh. 6, 23	98-006978 (SB)

¹ Property in San Luis Obispo County is indicated by "(SLO)" after the deed number; property in Santa Barbara County is indicated by "(SB)" after the deed number."

December 21, 2007

Owner, per Deed provided on 2/28/06	Owner as of 2/28/06 Stipulation	APN	Phase IV Trial Exhibit No.	Deed No. ¹
Same	Adam Agricultural Limited Partnership; Acquistapace, James M.; and Acquistapace, Mili and Acquistapace, Barbara, as Trustees of the Acquistapace 2003 Family Trust dated December 31, 2003	113-080-010 113-080-022	Exh. 6	98-006980 (SB) 2004-6956 (SB) 2005-20121 (SB)
Same	Adam, George J.; Adam, John F. Jr.; and Adam, Dena Acquistapace, as Trustees; Adam, Mark S.; Adam, Mark K.; and Cruden, Christine M.	117-160-033	Exh. 9a	92-003154 (SB)
Same	B. Pezzoni Estate Company	113-190-006 113-200-003 113-200-004	Exhs. 12-13	Book 144, Page 479 and 534 (1914), and Book 58, Page 351 (1896) of Deeds
Same	Clark, Richard L. and Janet A., Trustees of the Rick and Janet Family Trust dated September 24, 1986	117-170-063	Exh. 24A	2005-0123547
Same	Clark, Richard L. and Janet A., Trustees of the Rick and Janet Family Trust dated September 24, 1986	128-094-038 128-094-039	Exh. 15	96-046840 (SB) 96-046845 (SB) 96-046840 (SB) 96-046845 (SB)

December 21, 2007

Owner, per Deed provided on 2/28/06	Owner as of 2/28/06 Stipulation	APN	Phase IV Trial Exhibit No.	Deed No. ¹
Same	Wineman, Edward S.; Brooks, Carol; Hanson, Fred W., and Hanson, Nancy W. - as Trustees of the Hanson Revocable Trust; and Helen J. Freeman	117-200-030 117-191-050	Exh. 27	98-049296 90-066154
Same	Wineman, Edward S.; Brooks, Carol; Hanson, Fred W., and Hanson, Nancy W. - as Trustees of the Hanson Revocable Trust; and Helen J. Freeman	117-200-032 117-191-008	Exh. 28	94-012663
Same	Hanson, Fred W. and Nancy W., Co-Trustees of the Hanson Revocable Trust	117-091-050	Exh. 27	Quitclaim Deed dated 4/97

December 21, 2007

Landowner Group Parties (LOG)

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G109-G112

<http://www.sccomplex.org/docfiles/X8CFA4A6E9B0.pdf>

Santa Barbara 1975-14582

113 070 023, 113 070 025, 113 070 030

George R. Niedens and Nancy C. Niedens, as Co-Trustees Under that Declaration of Trust Dated August 16, 1972 Wherein the Survivor is First Successor

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G118

<http://www.sccomplex.org/docfiles/NB8FAD2C2C19.pdf>

Santa Barbara 1993-028545

128 094 035, 128 094 036, 128 094 037

Alamo West, a General Partnership

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G126

<http://www.sccomplex.org/docfiles/TA0FAE04ED9D.pdf>

Santa Barbara 1995-001382

129 010 032

Plantel Nurseries, Inc., A California Corporation

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G129

<http://www.sccomplex.org/docfiles/TA0FAE04ED9D.pdf>

Santa Barbara 1996-000229

129 100 015, 129 100 036

Plantel Nurseries, Inc., A California Corporation

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G138 to G141
<http://www.sccomplex.org/docfiles/G42FAF639433.pdf>
Santa Barbara 1997-071138
128 093 009, 128 093 012, 128 093 027, 128 094 025, 128 094 026,
128 094 027, 128 094 028
Santa Maria Berry Farms LLC, A Limited Liability Company

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G149-G149.5
<http://www.sccomplex.org/docfiles/F13FBB08054D2.pdf>
Santa Barbara 2001-0018695
117 020 047, 117 170 029
Iceberg Holdings LP., a California Limited Partnership

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G151
<http://www.sccomplex.org/docfiles/F13FBB08054D2.pdf>
Santa Barbara 1998-102461
107 070 009, 107 070 046, 109 200 033
Iceberg Holdings LP., a California Limited Partnership

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G153
<http://www.sccomplex.org/docfiles/F13FBB08054D2.pdf>
Santa Barbara 1998-102460
117 170 002
Iceberg Holdings LP., a California Limited Partnership

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G155-G158
<http://www.sccomplex.org/docfiles/F13FBB08054D2.pdf>
Santa Barbara 1998-102459
111 240 005, 111 240 007, 111 240 024
Iceberg Holdings LP., a California Limited Partnership

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G182
<http://www.sccomplex.org/docfiles/F2901A67B967.pdf>
Santa Barbara 1992-101289
117 020 043
Howard Freeman Mehlschau and Donna Gene Mehlschau Trustees U/D/T dated
June 26, 1992 F/B/O the Mehlschau Family Trust

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G185
<http://www.sccomplex.org/docfiles/F2901A67B967.pdf>
San Luis Obispo 1992-073777
091 301 042
Howard Freeman Mehlschau and Donna Gene Mehlschau Trustees U/D/T dated
June 26, 1992 F/B/O the Mehlschau Family Trust

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G188-G189
<http://www.sccomplex.org/docfiles/F2901A67B967.pdf>
Santa Barbara 1992-101290
117 020 042
Howard Freeman Mehlschau and Donna Gene Mehlschau Trustees U/D/T dated
June 26, 1992 F/B/O the Mehlschau Family Trust

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G193
<http://www.sccomplex.org/docfiles/E5E022773070.pdf>
Santa Barbara 2005-0112330
113 200 014, 113 210 012
Lawrence J. Ferini and Traci L. Ferini, Trustees of the Ferini 2005 Family Trust,
dated October 24, 2005

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G200
<http://www.sccomplex.org/docfiles/CA4022F41136.pdf>
Santa Barbara 2002-0089429
113 130 009, 113 130 013
Ferini-Crews-Ferini, LLC, a California manager-managed limited liability company

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G205
<http://www.sccomplex.org/docfiles/A390238D11EF.pdf>
Santa Barbara 2005-0098279 and
113 120 032
Nadine L. Ferini, Alberta J. Lefler and Darlene V. Krouse, Co-Trustees of The Nadine L. Ferini Survivor's Trust dated February 28, 2004, as to 50% of an undivided 50% interest (being an undivided 25% interest); and Nadine L. Ferini, Alberta J. Lefler and Darlene V. Krouse, Co-Trustees of The Ferini Credit Trust dated February 28, 2004, as to 50% of an undivided 50% interest (being an undivided 25% interest); as tenants-in-common

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G211
<http://www.sccomplex.org/docfiles/A390238D11EF.pdf>
Santa Barbara 2005-00112328
113 120 032
Lawrence J. Ferini and Traci L. Ferini, Trustees of the Ferini 2005 Family Trust, dated October 24, 2005, as to an undivided fifty percent (50%) interest

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G215
<http://www.sccomplex.org/docfiles/TEC0242C9DD3.pdf>
Santa Barbara 2005-0119317
128 099 005
IJC, Inc.

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G220

<http://www.sccomplex.org/docfiles/WDC024C4AF82.pdf>

Santa Barbara 1990-023939

107 150 001, 109 200 028

Gerald W. Shipsey, John F. Adam, JR., William P. Adam, JR., Miriam L.

Schnebly and Mary Ann Fumia, as successor Trustees under that certain "Adam

Family Trust Agreement" dated January 20, 1966

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G226

<http://www.sccomplex.org/docfiles/WEB0255D3B10.pdf>

Santa Barbara 2003-0152514

117 020 048

Jerry Yeates and Constance M. Yeates are the co-trustees of the EGST EE Trust

F80 James R. Adam Jr., created under the James R. Adam Family Trust UDTA

dated July 31, 1978 and of the EGST EE Trust FBO Constance M. Yeates created

under the James R. Adam Family Trust UDTA dated July 31, 1978. Trust UDTA

dated July 31, 1978 as to an undivided one-half interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G234

<http://www.sccomplex.org/docfiles/J290261966BC.pdf>

Santa Barbara 2005-0059183

117 170 065

Kieran L. Adam, a married man as his sole and separate property, an

undivided fifteen percent (15%) interest, to Dominic L. Adam, a married man

as his sole and separate property, an undivided fifteen percent (15%) interest, to

Peter L. Adam, a married man as his sole and separate property, an undivided

fifteen percent (15%) interest, and to Richard E. Adam Jr. a married man as

his sole and separate property, an undivided fifteen percent (15%) interest

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G235

<http://www.sccomplex.org/docfiles/J290261966BC.pdf>

Santa Barbara 1996-055894

117 170 065

Richard E. Adam and Bernadette F. Adam, Trustees of the Richard E. Adam Family Loving Trust w/d/t dated June 2, 1993

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G230

<http://www.sccomplex.org/docfiles/WEB0255D3B10.pdf>

Santa Barbara 2000-0064697

117 170 052

Constance M. Yeates and Robert E. Crandall, Co-Trustees of the EGST EE Trust FBO James R. Adam Jr. created under the James Adam Family Trust UDTA dated July 31, 1978 as to an undivided one-half interest and Constance M. Yeates and Robert E. Crandall, Co-Trustees of the EGST EE Trust FBO Constance M. Yeates created under the James R. Adam Family Trust UDTA dated July 31, 1978, as to an undivided one-half interest.

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G231

<http://www.sccomplex.org/docfiles/WEB0255D3B10.pdf>

Santa Barbara 2000-0064697

117 170 062

Constance M. Yeates and Robert E. Crandall, Co-Trustees of the EGST EE Trust FBO James R. Adam Jr. created under the James Adam Family Trust UDTA dated July 31, 1978 as to an undivided one-half interest and Constance M. Yeates and Robert E. Crandall, Co-Trustees of the EGST EE Trust FBO Constance M. Yeates created under the James R. Adam Family Trust UDTA dated July 31, 1978, as to an undivided one-half interest.

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G246

<http://www.sccomplex.org/docfiles/H3E02A829873.pdf>

Santa Barbara 2000-0064698

117 170 062

Constance M. Yeates and Robert E. Crandall, Co-Trustees of the EGST EE Trust FBO James R. Adam Jr. created under the James Adam Family Trust UDTA dated July 31, 1978 as to an undivided one-half interest and Constance M. Yeates and Robert E. Crandall, Co-Trustees of the EGST EE Trust FBO Constance M. Yeates created under the James R. Adam Family Trust UDTA dated July 31, 1978, as to an undivided one-half interest.

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G250

<http://www.sccomplex.org/docfiles/H3E02A829873.pdf>

Santa Barbara 2000-0064699

117 170 062

Constance M. Yeates and Robert E. Crandall, Co-Trustees of the EGST EE Trust FBO James R. Adam Jr. created under the James Adam Family Trust UDTA dated July 31, 1978 as to an undivided one-half interest and Constance M. Yeates and Robert E. Crandall, Co-Trustees of the EGST EE Trust FBO Constance M. Yeates created under the James R. Adam Family Trust UDTA dated July 31, 1978, as to an undivided one-half interest.

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G257-G259

<http://www.sccomplex.org/docfiles/TC02B9F09A0.pdf>

Santa Barbara 1997-065697

113 200 011

U.S. Trust Company of California, N.A., as Trustee of the Vecchioli Family Trust, established under the Restated Provisions of the Declaration of Trust of Andre LeRoy, dated April 4, 1980, as approved, ordered and filed by the Superior Court of the State of California, in and for the County of San Mateo, Case No. 85333, on June 20, 1997

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G263-G264

<http://www.sccomplex.org/docfiles/TC02B9F09A0.pdf>

Santa Barbara 1997-065685

117 191 005, 117 191 006, 117 191 007, 117 191 014

U.S. Trust Company of California, N.A., as Trustee of the Vecchioli Family Trust, established under the Restated Provisions of the Declaration of Trust of Andre LeRoy, dated April 4, 1980, as approved, ordered and filed by the Superior Court of the State of California, in and for the County of San Mateo, Case No. 85333, on June 20, 1997

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G267-G268

<http://www.sccomplex.org/docfiles/TC02B9F09A0.pdf>

Santa Barbara 1997-065675

113 140 001, 113 140 010

U.S. Trust Company of California, N.A., as Trustee of the Vecchioli Family Trust, established under the Restated Provisions of the Declaration of Trust of Andre LeRoy, dated April 4, 1980, as approved, ordered and filed by the Superior Court of the State of California, in and for the County of San Mateo, Case No. 85333, on June 20, 1997

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G284.5

<http://www.sccomplex.org/docfiles/johnston/060221/folder3/G280-290.pdf>

Santa Barbara 2005-0015824

129 170 010, 129 170 016

CMT, LLC a California Limited Liability Company

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G299-G301

<http://www.sccomplex.org/docfiles/johnston/060221/folder3/G291-303.pdf>

Santa Barbara 1975-14578

113 070 026

J.J.C. of Santa Maria, Inc., a California corporation

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G304
<http://www.sccomplex.org/docfiles/johnston/060221/folder3/G304-311.pdf>
Santa Barbara 1996-030432
113 090 020
Teixeira Brothers L and Partnership

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G314
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>
Santa Barbara 1993-041063
113 050 052
J.C. Teixeira and Elsie G. Teixeira, trustees of the S.C. and Elsie Teixeira Living Trust dated August 31, 1983, as to an undivided 95% interest, Norman J. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, Allan C. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, Marvin C. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, Glenn J. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, and Dean M. Teixeira, a married man as his sole and separate property, as to undivided 1% interest

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G321
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>
Santa Barbara 2000-0039413
113 050 052
Norman J. Teixeira, Allan C. Teixeira, Marvin C. Teixeira, Glenn I Teixeira and Dean M. Teixeira. Co-Trustees of the Elsie G. Teixeira Children's Trust I dated October 19, 1999, as to an undivided 9.73 interest

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G324

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 2002-0012000

113 050 052

Norman J. Teixeira, Allan C. Teixeira, Marvin C. Teixeira, Glenn J. Teixeira and Dean M. Teixeira, Co-Trustees of the Elsie G. Teixeira Children's Trust I dated October 19, 1999

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G331

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082256

113 050 052

Norman J. Teixeira and Evelyn M. Teixeira, trustees of the Norman and Evelyn Teixeira Living Trust dated February 28, 1984, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G335

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082257

113 050 052

Allan C. Teixeira and Cecilia T. Teixeira, trustees of the Allan and Cecilia Teixeira Living Trust dated June 17, 1983, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G339

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082258

113 050 052

Marvin C. Teixeira and Paulette M. Teixeira, trustees of the Marvin and Paulette Teixeira Living Trust dated August 8, 1983, an undivided 14% interest

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G343

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082259

113 050 052

Glenn J. Teixeira and Karen S. Teixeira, trustees of the Glenn and Karen Teixeira Living Trust dated May 19, 1989, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G347

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082260

113 050 052

Dean M. Teixeira and Nancy M. Teixeira, trustees of the Dean and Nancy Teixeira Living Trust dated November 24, 1986, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G358

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>

Santa Barbara 2000-0039412

113 050 052

Norman J. Teixeira, Allan C. Teixeira. Marvin C. Teixeira, Glenn J. Teixeira and Dean M. Teixeira, Co-Trustees Of The Elsie G. Teixeira Children's Trust I dated October 19, 1999

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G314

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1993-041063

129 210 003

J.C. Teixeira and Elsie G. Teixeira, trustees of the S.C. and Elsie Teixeira Living Trust dated August 31, 1983, as to an undivided 95% interest, Norman J. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, Allan C. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, Marvin C. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, Glenn J. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, and Dean M. Teixeira, a married man as his sole and separate property, as to undivided 1% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G322

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 2000-0039413

129 210 003

Norman J. Teixeira, Allan C. Teixeira, Marvin C. Teixeira, Glenn J. Teixeira and Dean M. Teixeira. Co-Trustees of the Elsie G. Teixeira Children's Trust I dated October 19, 1999, as to an undivided 9.73 interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G324

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 2002-0012000

129 210 003

Norman J. Teixeira, Allan C. Teixeira, Marvin C. Teixeira, Glenn J. Teixeira and Dean M. Teixeira, Co-Trustees Of The Elsie G. Teixeira Children's Trust I dated October 19, 1999

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G331

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082256

129 210 003

Norman J. Teixeira and Evelyn M. Teixeira, trustees of the Norman and Evelyn

Teixeira Living Trust dated February 28, 1984, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G335

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082257

129 210 003

Allan C. Teixeira and Cecilia T. Teixeira, trustees of the Allan and Cecilia

Teixeira Living Trust dated June 17, 1983, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G339

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082258

129 210 003

Marvin C. Teixeira and Paulette M. Teixeira, trustees of the Marvin and Paulette

Teixeira Living Trust dated August 8, 1983, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G343

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082259

129 210 003

Glenn J. Teixeira and Karen S. Teixeira, trustees of the Glenn and Karen Teixeira

Living Trust dated May 19, 1989, an undivided 14% interest

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G347

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082260

129 210 003

Dean M. Teixeira and Nancy M. Teixeira, trustees of the Dean and Nancy

Teixeira Living Trust dated November 24, 1986, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G359

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>

Santa Barbara 2000-0039412

129 210 003

Norman J. Teixeira, Allan C. Teixeira. Marvin C. Teixeira, Glenn J. Teixeira And

Dean M. Teixeira, Co-Trustees Of The Elsie G. Teixeira Children's Trust I dated
October 19, 1999

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G314

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1993-041063

117 160 046

J.C. Teixeira and Elsie G. Teixeira, trustees of the S.C. and Elsie Teixeira Living

Trust dated August 31, 1983, as to an undivided 95% interest, Norman J. Teixeira,
a married man as his sole and separate property, as to an undivided 1% interest,

Allan C. Teixeira, a married man as his sole and separate property, as to an

undivided 1% interest, Marvin C. Teixeira, a married man as his sole and separate

property, as to an undivided 1% interest, Glenn J. Teixeira, a married man as his

sole and separate property, as to an undivided 1% interest, and Dean M. Teixeira,

a married man as his sole and separate property, as to undivided 1% interest

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G331
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>
Santa Barbara 1994-082256
117 160 046
Norman J. Teixeira and Evelyn M. Teixeira, trustees of the Norman and Evelyn
Teixeira Living Trust dated February 28, 1984, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G335
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>
Santa Barbara 1994-082257
117 160 046
Allan C. Teixeira and Cecilia T. Teixeira, trustees of the Allan and Cecilia
Teixeira Living Trust dated June 17, 1983, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G339
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>
Santa Barbara 1994-082258
117 160 046
Marvin C. Teixeira and Paulette M. Teixeira, trustees of the Marvin and Paulette
Teixeira Living Trust dated August 8, 1983, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G343
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>
Santa Barbara 1994-082259
117 160 046
Glenn J. Teixeira and Karen S. Teixeira, trustees of the Glenn and Karen Teixeira
Living Trust dated May 19, 1989, an undivided 14% interest

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G347

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082260

117 160 046

Dean M. Teixeira and Nancy M. Teixeira, trustees of the Dean and Nancy

Teixeira Living Trust dated November 24, 1986, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G359

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>

Santa Barbara 2000-0039412

117 160 046

Norman J. Teixeira, Allan C. Teixeira, Marvin C. Teixeira, Glenn J. Teixeira And

Dean M. Teixeira, Co-Trustees Of The Elsie G. Teixeira Children's Trust I dated
October 19, 1999

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G362

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>

Santa Barbara 2000-0039413

117 160 046

Norman J. Teixeira, Allan C. Teixeira, Marvin C. Teixeira, Glenn I Teixeira and

Dean M. Teixeira. Co-Trustees of the Elsie G. Teixeira Children's Trust I dated
October 19, 1999, as to an undivided 9.73 interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G365

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>

Santa Barbara 2002-0012000

117 160 046

Norman J. Teixeira, Allan C. Teixeira, Marvin C. Teixeira, Glenn J, Teixeira and

Dean M. Teixeira, Co-Trustees of the Elsie G. Teixeira Children's Trust I dated
October 19, 1999

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G368
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>
Santa Barbara 2002-0048046
117 160 046
Norman J. Teixeira and Evelyn M. Teixeira, As Co-Trustees of the Teixeira
Living Trust Dated February 28, 1984

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G371
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>
Santa Barbara 2002-0048047
117 160 046
Allan C. Teixeira and Cecilia T. Teixeira, as Co-Trustees of the Teixeira Living
Trust Dated June 17, 1983

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G374
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>
Santa Barbara 2002-0048048
117 160 046
Marvin C. Teixeira and Paulette M. Teixeira, as Co-Trustees of the Teixeira
Living Trust Dated August 8, 1983

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G377
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>
Santa Barbara 2002-0048049
117 160 046
Glenn Teixeira and Karen S. Teixeira, as Co-Trustees of the Glenn and Karen S.
Teixeira Living Trust Dated February 23, 1993

December 21, 2007

Legal description(s) from Trial Exhibit page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

Page 53

http://www.sccomplex.org/docfiles/cov/mar2006/vol2/G-2_117-160-

[046_113-050-051partf.pdf](http://www.sccomplex.org/docfiles/cov/mar2006/vol2/G-2_117-160-046_113-050-051partf.pdf)

Santa Barbara 1979-58570

117 160 046

Allan C. Teixeira and Cecilia Teixeira, Husband and Wife as Joint Tenants as to an Undivided 1/5 Interest, Norman J. Teixeira and Evelyn M. Teixeira, Husband and Wife as Joint Tenants as to an Undivided 1/5 Interest, Marvin C. Teixeira and Paulette M. Teixeira, Husband and Wife as Joint Tenants as to an Undivided 1/5 Interest, Dean M. Teixeira and Nancy Teixeira, Husband and Wife as Joint Tenants as to an Undivided 1/5 Interest, and Glenn J. Teixeira, an Unmarried Man as to an Undivided 1/5 Interest"

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G315

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1993-041063

113 050 051

J.C. Teixeira and Elsie G. Teixeira, trustees of the S.C. and Elsie Teixeira Living Trust dated August 31, 1983, as to an undivided 95% interest, Norman J. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, Allan C. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, Marvin C. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, Glenn J. Teixeira, a married man as his sole and separate property, as to an undivided 1% interest, and Dean M. Teixeira, a married man as his sole and separate property, as to undivided 1% interest

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G332

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082256

113 050 051

Norman J. Teixeira and Evelyn M. Teixeira, trustees of the Norman and Evelyn

Teixeira Living Trust dated February 28, 1984, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G336

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082257

113 050 051

Allan C. Teixeira and Cecilia T. Teixeira, trustees of the Allan and Cecilia

Teixeira Living Trust dated June 17, 1983, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G340

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082258

113 050 051

Marvin C. Teixeira and Paulette M. Teixeira, trustees of the Marvin and Paulette

Teixeira Living Trust dated August 8, 1983, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G344

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>

Santa Barbara 1994-082259

113 050 051

Glenn J. Teixeira and Karen S. Teixeira, trustees of the Glenn and Karen Teixeira

Living Trust dated May 19, 1989, an undivided 14% interest

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G348
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G312-348.pdf>
Santa Barbara 1994-082260
113 050 051
Dean M. Teixeira and Nancy M. Teixeira, trustees of the Dean and Nancy
Teixeira Living Trust dated November 24, 1986, an undivided 14% interest

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G358
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>
Santa Barbara 2000-0039412
113 050 051
Norman J. Teixeira, Allan C. Teixeira, Marvin C. Teixeira, Glenn J. Teixeira and
Dean M. Teixeira, Co-Trustees of the Elsie G. Teixeira Children's Trust I dated
October 19, 1999

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G361
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>
Santa Barbara 2000-0039413
113 050 051
Norman J. Teixeira, Allan C. Teixeira, Marvin C. Teixeira, Glenn I Teixeira and
Dean M. Teixeira, Co-Trustees Of The Elsie G. Teixeira Children's Trust I dated
October 19, 1999, as to an undivided 9.73 interest

Legal description(s) from Trial Exhibit 2A page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G364
<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>
Santa Barbara 2002-0012000
113 050 051
Norman J. Teixeira, Allan C. Teixeira, Marvin C. Teixeira, Glenn J, Teixeira and
Dean M. Teixeira, Co-Trustees of the Elsie G. Teixeira Children's Trust I dated
October 19, 1999

December 21, 2007

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G368

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>

Santa Barbara 2002-0048046

113 050 051

Norman J. Teixeira and Evelyn M. Teixeira, as Co-Trustees of the Teixeira

Living Trust Dated February 28, 1984

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G371

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>

Santa Barbara 2002-0048047

113 050 051

Allan C. Teixeira and Cecilia T. Teixeira, as Co-Trustees of the Teixeira Living

Trust Dated June 17, 1983

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G374

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>

Santa Barbara 2002-0048048

113 050 051

Marvin C. Teixeira and Paulette M. Teixeira, as Co-Trustees of the Teixeira

Living Trust Dated August 8, 1983

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G377

<http://www.sccomplex.org/docfiles/johnston/060221/folder4/G349-381.pdf>

Santa Barbara 2002-0048049

113 050 051

Glenn Teixeira and Karen S. Teixeira, as Co-Trustees of the Glenn and Karen S.

Teixeira Living Trust Dated February 23, 1993

December 21, 2007

Legal description(s) from Trial Exhibit page:

Location on Court Web site:

Page 53
http://www.sccomplex.org/docfiles/cov/mar2006/vol2/G-2_117-160-046_113-050-051partf.pdf

Associated Trial Exhibit 2A Document#:

Santa Barbara 1979-58570

Associated Trial Exhibit 2A APN(s):

113 050 051

Associated Trial Exhibit 2A Owner(s):

Allan C. Teixeira and Cecilia Teixeira, Husband and Wife As Joint Tenants as to an Undivided 1/5 Interest, Norman J. Teixeira and Evelyn M. Teixeira, Husband and Wife As Joint Tenants as to an Undivided 1/5 Interest, Marvin C. Teixeira and Paulette M. Teixeira, Husband and Wife as Joint Tenants as to an Undivided 1/5 Interest, Dean M. Teixeira and Nancy Teixeira, Husband and Wife as Joint Tenants as to an Undivided 1/5 Interest, and Glenn J. Teixeira, An Unmarried Man as to an Undivided 1/5 Interest"

Legal description(s) from Trial Exhibit 2A page:

G389-G391

Location on Court Web site:

<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G382-411.pdf>

Associated Trial Exhibit 2A Document#:

Santa Barbara 2002-0027379

Associated Trial Exhibit 2A APN(s):

128 097 003, 128 097 004, 128 097 005, 128 097 006, 128 097 007

Associated Trial Exhibit 2A Owner(s):

Glenn and Karen S. Teixeira, Co-Trustees of the Glenn and Karen S. Teixeira Living Trust Dated February 23, 1993, as amended and restated

Legal description(s) from Trial Exhibit 2A page:

G394-G396

Location on Court Web site:

<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G382-411.pdf>

Associated Trial Exhibit 2A Document#:

Santa Barbara 2002-0027377

Associated Trial Exhibit 2A APN(s):

128 097 003, 128 097 004, 128 097 005, 128 097 006, 128 097 007

Associated Trial Exhibit 2A Owner(s):

Allan C. Teixeira and Cecilia T. Teixeira as Co-Trustees of the Allan C. and Cecilia T. Teixeira Living Trust Dated June 17, 1983

December 21, 2007

Exhibit 2
25 of 36

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G399-G401

<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G382-411.pdf>

Santa Barbara 2002-0027381

128 097 003, 128 097 004, 128 097 005, 128 097 006, 128 097 007

Marvin C. Teixeira and Paulette M. Teixeira as Co-Trustees of the Marvin C. and

Paulette M. Teixeira Living Trust Dated August 8, 1983

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G404-G406

<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G382-411.pdf>

Santa Barbara 2002-0027382

128 097 003, 128 097 004, 128 097 005, 128 097 006, 128 097 007

Norman J. Teixeira and Evelyn M. Teixeira as Co-Trustees of the Norman J. and

Evelyn M. Teixeira Living Trust Dated February 28, 1984

Legal description(s) from Trial Exhibit 2A page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G409-G411

<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G382-411.pdf>

Santa Barbara 2002-0027385

128 097 003, 128 097 004, 128 097 005, 128 097 006, 128 097 007

Dean M. Teixeira, Trustee of the Dean M. and Nancy M. Teixeira Living Trust

Dated November 24, 1986

Legal description(s) from Trial Exhibit 2B page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G413

<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G412-422.pdf>

San Luis Obispo 1995-043849

091 101 009

Ball Horticulture Company, an Illinois corporation

Legal description(s) from Trial Exhibit 2B page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G415

<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G412-422.pdf>

San Luis Obispo 1992-066606

091 101 011

Ball Tagawa Growers, a Partnership

December 21, 2007

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G425
<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G423-431.pdf>
San Luis Obispo 2002-106523
091 181 019
Rene T. Van Wingerden and June B. Van Wingerden, Trustees U/D/T dated
November 28, 1995 F/B/O the R & J Van Wingerden Family Trust

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G428
<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G423-431.pdf>
San Luis Obispo 2000-057848
091 181 045, 091 181 046
Rene T. Van Wingerden and June B. Van Wingerden, Trustees U/D/T dated
November 28, 1995 F/B/O the R & J Van Wingerden Family Trust

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G436
<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G432-452.pdf>
San Luis Obispo 2000-014397
091 211 012, 091 211 019
Dobbe Enterprises, a California Limited Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G439
<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G432-452.pdf>
San Luis Obispo 1987-24675
091 201 068
Dobbe Enterprises, a California Limited Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G447
<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G432-452.pdf>
San Luis Obispo 1987-24666
091 192 028
Dobbe Enterprises, a California Limited Partnership

December 21, 2007

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G448
<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G432-452.pdf>
San Luis Obispo 1987-24674
091 192 020
Dobbe Enterprises, a California Limited Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G454
<http://www.sccomplex.org/docfiles/johnston/060221/folder5/G453-459.pdf>
San Luis Obispo 1999-069894
091 283 042, 091 283 042, 092 142 009
Holger Andersen and Leatrice P. Andersen, as Trustees of the Holger and Leatrice Andersen Revocable Trust dated September 28, 1999

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G461
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G460-462.pdf>
San Luis Obispo 2004-055383
091 283 028
Robin J. Shroyer and Benjamin L. Trogdon, trustees of the Robin J. Shroyer and Benjamin L. Trogdon Living Trust

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G466
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G463-466.pdf>
San Luis Obispo 1998-028950
091 283 031
Robert Nicholson, a single man

December 21, 2007

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G467
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G467-469.pdf>
San Luis Obispo 1998-019416
091 281 068
Jeffrey E. Corey as Trustee and his Successors as Trustees, of the Jeffrey E.
Corey Revocable Trust, a Trust Agreement dated March 16, 1998

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G471
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G470-475.pdf>
San Luis Obispo 2003-028291
091 281 077
Jafoodi Properties, L.P., a California Limited Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G474
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G470-475.pdf>
San Luis Obispo 2003-028290
091 281 071
Jafoodi Properties, L.P., a California Limited Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G477
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G476-479.pdf>
San Luis Obispo 1992-073777
091 301 042
Howard Freeman Mehlschau and Donna Gene Mehlschau, Trustees U/D/T dated
June 26, 1992 F/B/O the Mehlschau Family Trust

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G482-G483
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G480-489.pdf>
San Luis Obispo 2003-132925
092 021 005, 092 021 009
Frank Leigh Church Trustee of the Barbara B. Church Revocable Trust under the
Declaration of Trust dated January 30, 1998

December 21, 2007

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G490
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G490-493.pdf>
San Luis Obispo 2000-059066
092 021 034
Henry J. Macagni and Shirley M. Macagni, Trustees of the Macagni Trust dated
October 5, 2000

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G491
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G490-493.pdf>
San Luis Obispo 2000-023902
092 021 034
Gary Macagni, Trustee of the Macagni Trust dated March 23, 2000

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G494
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G494-497.pdf>
San Luis Obispo 1976-38840
091 311 019
Koch California Ltd, a California Corporation

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G498
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G498-501.pdf>
San Luis Obispo 1979-34804
092 021 039
J.J.C. of Santa Maria, Inc., a California corporation

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G504
<http://www.sccomplex.org/docfiles/johnston/060221/folder6/G502-507.pdf>
San Luis Obispo 2000-028833
092 031 020, 092 031 021
Freitas Farms, LLC, a California Limited liability company

December 21, 2007

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#: <http://www.sccomplex.org/docfiles/johnston/060221/folder6/G508-513.pdf>
Associated Trial Exhibit 2A APN(s): San Luis Obispo 1999-052301
Associated Trial Exhibit 2A Owner(s): 092 061 006, 092 211 001
Daniel E. Silva and Socorro M. Silva, husband and wife, as joint tenants

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#: <http://www.sccomplex.org/docfiles/johnston/060221/folder7/G514-521.pdf>
Associated Trial Exhibit 2A APN(s): Santa Barbara 2004-0022466
Associated Trial Exhibit 2A Owner(s): 101 010 008
William E. Jones and Sharon E. Jones, husband and wife, as Joint Tenants, as to an undivided forty-four percent (44%); and Robert Wayne Jones, an unmarried man, as to an undivided fifty-six percent (56%) interest, as Tenant in Common

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#: <http://www.sccomplex.org/docfiles/johnston/060221/folder7/G522-525.pdf>
Associated Trial Exhibit 2A APN(s): Santa Barbara 2003-0155760
Associated Trial Exhibit 2A Owner(s): 129 090 013, 129 090 016, 129 090 017
Plantel Nurseries, Inc., A California Corporation

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#: <http://www.sccomplex.org/docfiles/johnston/060221/folder7/G526-530.pdf>
Associated Trial Exhibit 2A APN(s): Santa Barbara 1991-003946
Associated Trial Exhibit 2A Owner(s): 113 120 007, 113 120 009
Thomas G. Adam, a married man, as to an undivided 50% interest.

December 21, 2007

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G532-G534
<http://www.sccomplex.org/docfiles/johnston/060221/folder7/G531-536.pdf>
Santa Barbara 2000-0032016
129 151 036
Gary Teixeira and Wendy Teixeira, Husband and Wife, as Joint Tenants

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G540
<http://www.sccomplex.org/docfiles/johnston/060221/folder7/G537-544.pdf>
Santa Barbara 1990-076920
113 080 019, 113 100 012, 113 100 027
Arthur R. Tognazzini Family Farms, a California Limited Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G545-G548
<http://www.sccomplex.org/docfiles/johnston/060221/folder7/G545-551.pdf>
Santa Barbara 1984-044366
Santa Barbara 113 030 002, San Luis Obispo 092 004 007
Central Pacific, a General Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G554
<http://www.sccomplex.org/docfiles/johnston/060221/folder7/G552-564.pdf>
Santa Barbara 1997-009167
113 100 025
Teixeira Brothers Land Partnership, a California General Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G566
<http://www.sccomplex.org/docfiles/johnston/060221/folder7/G565-569.pdf>
San Luis Obispo 2002-040482
090 041 032
Glenn Teixeira Co-Trustee of the Glenn and Karen S. Teixeira Living Trust dated February 23, 1993

December 21, 2007

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G571
<http://www.sccomplex.org/docfiles/johnston/060221/folder8/G570-577.pdf>
San Luis Obispo 2003-090197
091 281 074
Andreas Koch, Trustee of Trust A – The Survivor's Trust created by the Koch Family Trust under the Declaration and Trust Agreement dated March 9, 1988

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G573
<http://www.sccomplex.org/docfiles/johnston/060221/folder8/G570-577.pdf>
San Luis Obispo 2003-090198
091 281 031, 091 281 075
Andreas Koch, Trustee of Trust A – The Survivor's Trust created by the Koch Family Trust under the Declaration and Trust Agreement dated March 9, 1988, as to an undivided 50% interest, and Andreas Koch, Trustee of the Trust B – The residual Trust created by the Koch Family Trust under the Declaration and Trust Agreement dated March 9, 1988, as to an undivided 50% interest

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G584
<http://www.sccomplex.org/docfiles/johnston/060221/folder8/G582-588.pdf>
San Luis Obispo 2002-045132
092 011 009, 092 021 004
Teixeira Investments, LP, a California limited Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G589-G591
<http://www.sccomplex.org/docfiles/johnston/060221/folder8/G587-614.pdf>
San Luis Obispo 1995-055839
092 011 019, 092 011 020, 092 021 020, 092 021 025, 092 021 026, 092 021 040, 092 021 043, 092 021 044, 092 021 047, 092 021 048
Teixeira Brother L and Partnership, a California General Partnership

December 21, 2007

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G593
<http://www.sccomplex.org/docfiles/johnston/060221/folder8/G587-614.pdf>
San Luis Obispo 1995-055839
092 021 023, 092 021 027, 092 021 028, 092 021 038, 092 391 019, 092 401 007,
092 401 008
Teixeira Brother L and Partnership, a California General Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G596.1
<http://www.sccomplex.org/docfiles/johnston/060221/folder8/G587-614.pdf>
San Luis Obispo 1980-20626
092 021 033
Teixeira Brother L and Partnership, a California General Partnership

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G616
<http://www.sccomplex.org/docfiles/johnston/060221/folder9/G615-629.pdf>
San Luis Obispo 1993-012580
092 191 002
Myrna Novo Leclair, a married woman, as her sole and separate property

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G621
<http://www.sccomplex.org/docfiles/johnston/060221/folder9/G615-629.pdf>
San Luis Obispo 1993-012580
092 191 002
Ethel Novo, a married woman, as her sole and separate property

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G635
<http://www.sccomplex.org/docfiles/johnston/060221/folder9/G630-640.pdf>
San Luis Obispo 2001-100238
092 191 003
Norman J. Teixeira, Allan C Teixeira, Marvin C. Teixeira, Glenn J. Teixeira and
Dean M. Teixeira, Co-Trustees of the Elsie G. Teixeira Children's Trust I Dated
October 19, 1999

December 21, 2007

Legal description(s) from Trial Exhibit 2B page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G642

<http://www.sccomplex.org/docfiles/johnston/060221/folder9/G641-644.pdf>

San Luis Obispo 1992-073778

090 331 004

Howard Freeman Mehlschau and Donna Gene Mehlschau, Trustees U/D/T dated June 26, 1992 F/B/O the Mehlschau Family Trust

Legal description(s) from Trial Exhibit 2B page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G647

<http://www.sccomplex.org/docfiles/johnston/060221/folder9/G645-661.pdf>

San Luis Obispo 2002-0027380

113 050 014

Marvin C. Teixeira and Paulette M. Teixeira as Co-Trustees of the Marvin C. And Paulette M. Teixeira Living Trust Dated August 8, 1983

Legal description(s) from Trial Exhibit 2B page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G650

<http://www.sccomplex.org/docfiles/johnston/060221/folder9/G645-661.pdf>

San Luis Obispo 2002-0027378

113 050 014

Glenn and Karen S. Teixeira. Co-Trustees of the Glenn and Karen S. Teixeira Living Trust Dated February 23, 1993

Legal description(s) from Trial Exhibit 2B page:

Location on Court Web site:

Associated Trial Exhibit 2A Document#:

Associated Trial Exhibit 2A APN(s):

Associated Trial Exhibit 2A Owner(s):

G653

<http://www.sccomplex.org/docfiles/johnston/060221/folder9/G645-661.pdf>

San Luis Obispo 2002-0027383

113 050 014

Norman J. Teixeira and Evelyn M. Teixeira as Co-Trustees of the Norman J. and Evelyn M. Teixeira Living Trust Dated February 28, 1984

December 21, 2007

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G656
<http://www.sccomplex.org/docfiles/johnston/060221/folder9/G645-661.pdf>
San Luis Obispo 2002-0027384
113 050 014
Allan C. Teixeira and Cecilia T. Teixeira as Co-Trustees of the Allan C. and
Cecilia T. Teixeira Living Trust Dated June 17, 1983

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G659
<http://www.sccomplex.org/docfiles/johnston/060221/folder9/G645-661.pdf>
San Luis Obispo 2002-0027386
113 050 014
Dean M. Teixeira, Trustee of the Dean. M. and Nancy M. Teixeira Living Trust
Dated November 24, 1986

Legal description(s) from Trial Exhibit 2B page:
Location on Court Web site:
Associated Trial Exhibit 2A Document#:
Associated Trial Exhibit 2A APN(s):
Associated Trial Exhibit 2A Owner(s):

G662
<http://www.sccomplex.org/docfiles/johnston/060221/folder9/G661-667.pdf>
San Luis Obispo 1986-84683
092 011 017, 092 011 018
Teixeira Brother Land Partnership, a California General Partnership

December 21, 2007

Exhibit 3

Defaulting Parties

Note: Exhibit 3 lists those parties against whom default judgment is entered pursuant to section 585 of the Code of Civil Procedure, and also those parties against whom judgment is entered pursuant to Code of Civil Procedure section 594. (Notice of Phase V Trial and Pre-Trial Order, Mar. 21, 2006.)

Defaulting Parties (Code of Civil Procedure § 585)

Party Name	Named/ Served	Appeared
Ainscough, Arthur	X	
Alcantar, Fabian	X	
Alcantar, Lourdes	X	
Alcantar, Martha	X	
Alcantar, Pedro ¹	X	
Allan-Santos Family Trust ²	X	
Allen Hancock Jr. College District	X	
Ames, Dorothy	X	
Ames, Paul W.	X	
Anderson, David C.	X	

¹ This party has been dismissed by Nipomo Community Services District (NCSD).

² This party has been dismissed by Southern California Water Company (now Golden State Water Company) (GSWC), Rural Water Company (RWC), and the City of Santa Maria.

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Party Name	Named/ Served	Appeared
Andres, Beverly A., Trust	X	
Asmusen, Fred	X	
Asmusen, Judy	X	
Bantz, John E.	X	
Bauer, Harry J.	X	
Bauer, Helen L.	X	
Bautista, Javier ³	X	
Bautista, Teresa	X	
Blanco, Henry	X	
Borg, Roger E., Trustee	X	
Bozenich Partnership	X	
Bozenich, Gary N., Tre	X	
Brown, Alfred L.	X	
Brown, Elaine S.	X	
Brown, Pauline J.	X	
Cagliero Trust	X	
Calderon, Juan Carlos	X	
Calderon, Rosalina	X	
Capanna, Anthony	X	
Carriage Homes	X	
Casmalia Community Services District	X	
Castellanos, Andrew, Trustee of the Castellanos Family Trust	X	

³ This party has been dismissed by NCSD and the City of Santa Maria.

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Party Name	Named/ Served	Appeared
Castellanos, Andrew	X	
Castellanos, Ophela	X	
Castellanos, Ophelia, Trustee	X	
Castellanos Partnership	X	
Castillo, Raymond, Trustee	X	
Ceglia, Philip	X	
Cervantes, Antonio	X	
Cervantes, Engracia	X	
Chaloupka, Hilda M.	X	
Chaloupka, Howard O.	X	
Chan, Ting-Fung	X	
Charles A. Pratt Construction Co., Inc.	X	
Christenson, Brian	X	
Christenson, Lisa	X	
Ciavarelli, Marlene	X	
Ciavarelli, Richard	X	
Clement, Rebecca	X	
Colandrea, A.J.	X	
Cole, Joan ⁴	X	
Cole, Richard R.	X	
Cooper, Charles R.	X	
Cooper, Charles R., Trustee	X	

⁴ This party has been dismissed by NCSD, GSWC, and RWC.

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Party Name	Named/ Served	Appeared
Corbellini, Ida	X	
Corporate International Investors	X	
Coudriet, Joanne	X	
Crandall, Teresa Ann	X	
Crandall, Todd	X	
Cutler, Edward H.	X	
Cutler, Rosalee	X	
Cutler, Jack E.	X	
Cutler, Sherrie L.	X	
Dana, Leonard E., Trustee	X	
Diaz, Arelia C.	X	
Diaz, Jose C.	X	
Elkhorn Homeowners Association	X	
Elliott, Susan J.	X	
Ellis, James	X	
Ellis, Roberta	X	
Ervin, Barbara ⁵	X	
Farao, Diane P.	X	
Farao, Manuel B.	X	
Fernandez, Alicia M.	X	
Ferrara, Deborah	X	
Ferrara, James	X	
Fort, Nettie, Trustee	X	

⁵ This party has been dismissed by NCSD, GSWC, and RWC.

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Party Name	Named/ Served	Appeared
Fox, Carla	X	
G N Investments, LLC	X	
G N Properties, LLC	X	
Gamboa, Desiderio	X	
Gamboa, Eduardo	X	
Gamboa, Jeff	X	
Gamboa, Steven	X	
Garibay, Eftlen	X	
Garibay, Evelia	X	
Garson-moynagh, Roberta L.	X	
Gin, Melvin M.	X	
Glanville, Gordon B.	X	
Glenn, Janet A.	X	
Gonzales, Felipe, Trustee	X	
Gordon Sand Company	X	
, Garcia, Alfred E.	X	
Gresser, Jack C.	X	
Guevara, Luis	X	
Gutierrez, Peter	X	
Gutierrez, Rosa	X	
Haddox, Hazel E.	X	
Haddox, Hazel E., Trustee	X	
Hampton, Richard E., Trust	X	
Hampton, Terry, Trustee	X	

December 21, 2007

Party Name	Named/ Served	Appeared
Hartman, Ervin, Trust	X	
Harvey, Jill	X	
Hawkins, Bonnie J.	X	
Hawkins, Roger V.	X	
Hearn, Hardy	X	
Hearn, Judith	X	
Heath, Barbara	X	
Heath, Joel H.	X	
Heath, Margaret	X	
Heath, Paul	X	
Henderson, Edward E.	X	
Henderson, Mary F.	X	
Hetrick Water Company	X	
Holder, Donald K.	X	
Holder, Kristin K.	X	
Ikola, Roger A.	X	
Ingle, Ann V.	X	
Ingle, Ted C.	X	
Iniguez, Jose M.	X	
Iniguez, Rosalba D.	X	
International Church of Foursquare Gospel	X	
Investors of America	X	
Jensen Family Trust	X	
Jones, Ralph L. and Edla J., Trust	X	

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Party Name	Named/ Served	Appeared
Kim, Dong	X	
Kim, Jook S.	X	
Kirk, David M. ⁶	X	
Kirk, David M. and Lorna, Trust ⁷	X	
Kirk, Lorna ⁸	X	
Knight, Julie L.	X	
Knight, Robert L.	X	
Kolikant, Penina	X	
Koski, Constance	X	
Koski, Daniel	X	
Kraus, Janet	X	
Kundaria, B. D. ⁹	X	
Lane, Cheryl A.	X	
Lane, Larry L.	X	
Lan-Vested Securities Company	X	
Lem, Hoy ¹⁰	X	
Lem, Hoy, Trustee ¹¹	X	
Lewis, Gregory Dean	X	
Life Steps Foundation, Inc.	X	

- ⁶ This party has been dismissed by the City of Santa Maria.
⁷ This party has been dismissed by the City of Santa Maria.
⁸ This party has been dismissed by the City of Santa Maria.
⁹ This party has been dismissed by the City of Santa Maria.
¹⁰ This party has been dismissed by NCSD.
¹¹ This party has been dismissed by GSWC, RWC, and the City of Santa Maria.

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Party Name	Named/ Served	Appeared
Lopez, David G.	X	
Lopez, Loni J.	X	
Lovett, Taka	X	
Los Rubios Ranch	X	
Luh Family Trust	X	
Machamer, F. George	X	
Maldonado, Arnulfo	X	
Maldonado, Margarita Q.	X	
Mancinello, Bruno	X	
Marshall, Robert	X	
McGovran, April D.	X	
McGovran, Dwayne	X	
Miller, Marcia K.	X	
Miller, William E.	X	
Mitchell, Harriett	X	
Mitchell, Ralph	X	
McGovran, April	X	
Morrison, M.J.	X	
Munzer, William J., Trustee	X	
Murphy, Sharon L.	X	
Murphy, Steven A.	X	
Musalo, Barbara	X	
Musalo, Ralph	X	
Nipomo Group, A California General Partnership	X	

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Party Name	Named/ Served	Appeared
Nolan, Beaman	X	
Oakridge Park Estates	X	
Okeefe, Mary	X	
Omberg, Edward R.	X	
Omberg, Sharon R.	X	
Ortega, Diane L.	X	
Ortega, Natalie M.	X	
Ortega, Richard J.	X	
Ortiz, Cathie C.	X	
Payne, Leslie	X	
Payne, Mark	X	
Petersen, Dorothy	X	
Phelan Land Co.	X	
Phelan, Colleen J., Trustee	X	
Pismo Beach Mobile Home Park, Inc.	X	
Pond, Eddie	X	
Pond, Jeanne ¹²	X	
Power of God Christian Center	X	
Ramey, Genine A.	X	
Ramey, Jesse A.	X	
Rancho Guadalupe, LLC	X	
Rees, Thomas Jr.	X	
Reeser, Robert ¹³	X	

¹² This party has been dismissed by the City of Santa Maria.

December 21, 2007

Party Name	Named/ Served	Appeared
Ricker, Alice J. ¹⁴	X	
Ricker, John J. ¹⁵	X	
Robinson, James	X	
Rodriguez, Guadalupe	X	
Rodriguez, Jesus	X	
Ross, Michael, Trust	X	
Rubio, Amador	X	
Salazar, June	X	
Santa Maria Cemetery District	X	
Santa Maria Solid Waste District ¹⁶	X	
Santa Maria Enterprises, Inc.	X	
Santa Maria Valley Cooling Co.	X	
Sawyer, Willis B., Trust	X	
SCPI	X	
Severn, Cheryl L.	X	
Severn, Raymond S.	X	
Simonini, Fran	X	
Simonini, Rick	X	
Skaggs, Wesley	X	
Solid Rock Group LLC	X	
Sorensen, Phyllis A., Trust (Phyllis A. Sorensen, Trustee)	X	

¹³ This party has been dismissed by the City of Santa Maria.

¹⁴ This party has been dismissed by the City of Santa Maria.

¹⁵ This party has been dismissed by the City of Santa Maria.

¹⁶ This party has been dismissed by the City of Santa Maria.

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Exhibit 3

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Party Name	Named/ Served	Appeared
South County Sanitary District	X	
State of California Grandmothers Club	X	
Tang, Hsin	X	
Tanner, Jacqueline C., Trust	X	
Tanner, Jacqueline	X	
Taylor, Philip A.	X	
Tognazzini, Dora	X	
Tognazzini, Teri J., Trust	X	
Tract 458	X	
Universal Life Church, Inc.	X	
Vanderlei, Phillip M.	X	
Vanderlei, Tara	X	
Vaughn, Robert	X	
Veal, Thomas ¹⁷	X	
Velasquez, Gloria	X	
Vista de las Flores Water	X	
Volentine, James M.	X	
Vore, Marion J., Family Trust	X	
Warren, James	X	
Weber, Josephine	X	
Weber, Virginia, Trust	X	
West, Frederic	X	
West, Marilyn	X	

¹⁷ This party has been dismissed by GSWC, RWC, and the City of Santa Maria.

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Party Name	Named/ Served	Appeared
Williams, Robert E.	X	
Yokoyama, Jane	X	
Ziembra, Lisa ¹⁸	X	

¹⁸ This party has been dismissed by the City of Santa Maria and NCSD.

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Absent Adversary Parties
(Code of Civil Procedure § 594)

Party Name	Named/ Served	Appeared
Agro Industries Corp. (incorrectly named as "Argo Industries Corp.")	X	X
Andrew Norman Foundation, a California charitable trust (incorrectly named as "Andrew Norman Foundation, a corporation")	X	X
Anthony, Florence	X	X
Apio Land Company	X	X
Appel, Clinton	X	X
Appel, Roberta R.	X	X
Arbor Ridge, Inc.	X	X
Arroyo Grande Bay View Estates Homeowners Assn., Inc.	X	X
Bailey, Verna, Trustee	X	X
Bank of America Corporation (incorrectly named as "Bank of America (Trust Real Estate Ops #3)," "Bank of America," and "Bank of America Nt & Sa")	X	X
Bank of America, as Trustee (formerly known as Security Pacific National Bank, as Trustee) (incorrectly named as "Security Pacific National Bank")	X	X
Bantz, Loretta K.	X	X
Bantz, Loretta, Trustee	X	X
Bejo Seeds, Inc.	X	X
Biely, William	X	X
Black Lake Ranch Homeowners Association	X	X
Blum, John E., Trustee	X	X
Born, Eleanor	X	X
Cagliero Trust	X	X

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Party Name	Named/ Served	Appeared
Cal-Cobblestone Creek, LLC (incorrectly named as "Cal & Cobblestone Creek, a corporation")	X	X
Campisi, Elizabeth, Trust	X	X
Canada, Earl ¹⁹	X	X
Castillo, Raymond, Trustee	X	X
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation (incorrectly named as "Church of Jesus Christ of Latter Day Saints")	X	X
Cienaga Seabreeze Park, Inc.	X	X
Clay Properties, LLC	X	X
Collins, Carmen, Trustee (incorrectly named as "Carmen Collins")	X	X
Collins, James E., Trustee (incorrectly named as "James E. Collins")	X	X
Coudriet, Donald A.	X	X
Cuzick, Brenda V.	X	X
Cuzick, W. Ray	X	X
DeLaRosa, Adeline (incorrectly named as "Adeline Delarosa")	X	X
DeLaRosa, Louis (incorrectly named as "Louis Delarosa")	X	X
Delmartini, Nadine Julia	X	X
Dewsnup, Jeannine	X	X
Dewsnup, Wynn	X	X
Diaz, Jaime	X	X
Diaz, Olga	X	X
Fairbrother, Russell (erroneously named as "Russel Fairbrother")	X	X
Fernald, Bonnie	X	X
Fernald, Fred	X	X

¹⁹ This party has been dismissed by the City of Santa Maria.

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Party Name	Named/ Served	Appeared
Ferrari, Alison E.	X	X
Ferrari, Ted J.	X	X
Fields, Jack McKay	X	X
Filipe Ranch, A California Limited Partnership	X	X
First Baptist Church of Santa Maria	X	X
Fort, Nettie U. ²⁰	X	X
Frampton, Marion Family Trust (incorrectly named as Marion H. Frampton Trust ²¹)	X	X
Furukawa, Leslie K.	X	X
Gackle, MaryAnne (incorrectly named as "Mary A. Gackle Trust")	X	X
Gagliardini, Carolyn L., Trustee	X	X
Gannon, Darrel E.	X	X
Garcia, Francisco	X	X
Garcia, Maria	X	X
Gibson, Joni R.	X	X
Gibson, Oliver E. Jr.	X	X
Glad-A-Way Gardens, Inc. (incorrectly named as "Glad & A & Way Gardens Inc., a corporation")	X	X
Grabeel, Elizabeth	X	X
Grabeel, Elizabeth, Trustee ²¹	X	X
Gragnani, Don & Thelma Irene Trust	X	X
Guadalupe Land Company	X	X
Guadalupe Union School District	X	X
Haanpaa, Olavi	X	X

²⁰ This party has been dismissed by NCSD, GSWC and RWC.

²¹ This party has been dismissed by NCSD.

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Party Name	Named/ Served	Appeared
Hart, Leonard, Trustee	X	X
Heinsohn, Frank P., Trustee	X	X
Hernandez, Cornelia	X	X
Hernandez, Richard S.	X	X
Hi Thompson, Inc. (incorrectly named as "Hi Thompson Investments, Inc., a CA Corp.")	X	X
Houghton, Vernon, Trustee	X	X
Jackson, Emory	X	X
Jackson, Sarah	X	X
Kanawyer, Gary	X	X
Kendall Jackson Wine Estates (incorrectly named as "Kendall & Jackson Winery Ltd., a corporation" and "Jackson Family Estates I, LLC, a partnership")	X	X
Kendall, Robert, Co-Trustee for Parcel Number 133-200-001 [Cappel et al.] (incorrectly named as "Patricia Cappel, Trustee," "Patricia Cappel," and "Patricia Cappel Trust")	X	X
Krouse, Stephanie (incorrectly named as Stephanie Krouse Irrevocable Trust)	X	X
Lamphier, Donna	X	X
Lamphier, Jerry	X	X
Lazelle, Willis W.	X	X
Lovett, John	X	X
M. Chavez & Son Farming, Inc. (incorrectly named as M. Chavez & Son Farming Inc., a corporation")	X	X
M.V.S., Inc.	X	X
Major, Arthur F.	X	X
Major, Evelyn K.	X	X
McCadden Development, LLC	X	X
McDonald, Merrlyn (incorrectly named as "Merrlyn W. McDonald")	X	X
McGee, Roger L.	X	X

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Party Name	Named/ Served	Appeared
Mesa Verde Development, LLC	X	X
Mideb Nominees, Inc.	X	X
Miller, Mary C. Peggy, Trustee (incorrectly named as "Peggy Miller" and "Mary C. Miller")	X	X
Morrow, Robert S.	X	X
Morrow, Yvonne	X	X
Nipomo Oaks, A General Partnership	X	X
Nuevo Energy Company	X	X
Okonite Company, Inc.	X	X
Oliver, George K.	X	X
Orcutt Aquacenter, Inc.	X	X
Pajaro Valley Greenhouses	X	X
Pak, Song W., Trustee	X	X
Pak, Song W.	X	X
Persons, Kelley M.	X	X
Pismo Coast Village, Inc.	X	X
Putty, Bernice E.	X	X
Pyche 2000 Trust	X	X
Radford Family Trust Tr/d 6/15	X	X
Rapp, George C.	X	X
Rapp, George, Trustee	X	X
Rhea, Dorene	X	X
Rhea, Sam	X	X
Richards, Eva (incorrectly named as "Ebba Richards") ²²	X	X

²² This party has been dismissed by the City of Santa Maria.

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Party Name	Named/ Served	Appeared
Richards, Burrell H. ²³	X	X
Righetti, Paul	X	X
Robinson, A.D.	X	X
Robinson, Arlene	X	X
Robinson, Franklin D.	X	X
Robinson, James, Trustee	X	X
Roderman Family LLC	X	X
Rodriguez, Raul V.	X	X
Rowan, Raquel	X	X
Rowan, Scott	X	X
Rush-Gannon, Olga M. (incorrectly named as "Olga M. Rush")	X	X
Sanchez, Maria Z.	X	X
Sanchez, Roberto C.	X	X
Schubert Brodie, Kathleen S. (incorrectly named as "Kathleen S. Schubert")	X	X
Seal, Marc	X	X
Sellers, Robert D., Trust	X	X
Smith, Patricia	X	X
Smith, Paula	X	X
Stiles, John	X	X
Tahmisian, James	X	X
Tahmisian, Lynne	X	X
Tepusquet Ranch	X	X

²³ This party has been dismissed by the City of Santa Maria.

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Party Name	Named/ Served	Appeared
Thomas, C.T. (incorrectly named as Cecil T. Thomas, Jr.)	X	X
Thomas, Suzette	X	X
Thomas California Investments, a Hawaii limited partnership (incorrectly named as "Thomas California Investments")	X	X
Thompson, Jacquelyn	X	X
Thompson, Mickey D.	X	X
Thompson, Nancy	X	X
True Water (incorrectly named as "True Water Supply")	X	X
Van Solinge, Christine J.	X	X
Van Solinge, Roelof L.	X	X
Vaughn, Robert L., Trustee	X	X
Wayner, Delwyn G., Trustee for the Wayner Family Trust (incorrectly named as "Delwyn Wayner Trust")	X	X
Welsh, James L. ²⁴	X	X
Welsh, Lula ²⁵	X	X
Whipple 2001 Trust	X	X
Williams, Kathryn B., Trust	X	X
Woodmere Villas Owners Association	X	X

²⁴ This party has been dismissed by the City of Santa Maria.

²⁵ This party has been dismissed by the City of Santa Maria.

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