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8 Attorneys for Intervenor  
9 45MG 8ME LLC, a Delaware limited liability  
10 company

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

13 Coordination Proceeding  
14 Special Title (Rule 1550(b))

Judicial Council Coordination  
Proceeding No. 4408

15 ANTELOPE VALLEY GROUNDWATER  
16 CASES

Santa Clara Case No. 1-05-CV-049053

17 Including Consolidated Actions:

**DECLARATION OF VEENA P.  
18 BEGLINGER IN SUPPORT OF  
19 NOTICE OF MOTION AND  
20 MOTION TO INTERVENE IN  
21 JUDGMENT**

22 Los Angeles County Waterworks District  
23 No. 40 v. Diamond Farming Co.; Superior  
24 Court of California, County of Los Angeles,  
25 Case No. BC391869 (formerly BC325201);

(Filed concurrently with the Notice of  
Motion and Motion to Intervene In  
Judgment; Memorandum of Points &  
Authorities in support of Motion to  
Intervene; Declaration of Theodore A.  
Chester, Jr. in support of Motion to  
Intervene; and [Proposed] Order)

26 Los Angeles County Waterworks District  
27 No. 40 v. Diamond Farming Co.; Superior  
28 Court of California, County of Kern, Case  
No. S-1500-CV-254348;

Hearing Date: To Be Set By the Court  
Time: To be Set By the Court  
Judge: Hon. Jack Komar  
Dept. 17

Wm. Bolthouse Farms, Inc. v. City of  
Lancaster; Diamond Farming Co. v. City of  
Lancaster; Diamond Farming Co. v.  
Palmdale Water Dist.; Superior Court of  
California, County of Riverside,  
consolidated actions, Case Nos. RIC 353840,  
RIC 344436, RIC 344668;

[Hearing to be conducted by CourtCall]

AND RELATED ACTIONS.

I, VEENA P. BEGLINGER, declare as follows:

1. I am counsel of record for 45MG 8ME LLC, a Delaware limited liability  
company, a party to this Motion, and as such, have the authority to make this declaration.

1 I am duly licensed to practice law in the State of California. I have personal knowledge of  
2 the matters set forth herein, and if called as a witness, could and would competently  
3 testify thereto.

4 2. On June 19, 2025, Bruce Burrows and 300 A 40 H, LLC, as sellers, and 45  
5 MG 8ME LLC, a Delaware limited liability company as buyer, entered into an  
6 “Adjudicated Water Rights Purchase Agreement,” pursuant to which Burrows/300 A 40 H  
7 agreed to transfer to 45MG 8ME one (1) acre-foot of Permanent Production Rights and  
8 two hundred fifty (250) acre-feet of Carry Over water rights.

9 3. On July 18, 2025, Bruce Burrows and 300 A 40 H and 45MG 8ME  
10 Holdings also executed and tendered a joint “Transfer Request Form” to the Antelope  
11 Valley Watermaster, requesting its approval of the proposed transaction. A true and  
12 correct copy of the Transfer Request Form is attached hereby as **Exhibit A** and is  
13 incorporated herein by this reference.

14 4. Prior to filing the Transfer Request Form, 45MG 8ME consulted with the  
15 Watermaster Engineer. During the course of its standard due diligence, the Watermaster  
16 and its Engineer confirmed that Burrows/300 A 40 H possesses the right to use or  
17 permanently transfer at least one (1) acre-foot of Permanent Water Rights and two  
18 hundred and fifty (250) acre-feet of Carry Over water rights. The Watermaster Engineer’s  
19 approval is attached as **Exhibit B** hereto and is incorporated herein this reference.

20 5. The foregoing Transfer Request was considered by the Watermaster Board  
21 at a regularly noticed Watermaster meeting held on April 22, 2026. The Watermaster  
22 Board **unanimously approved the Transfer Request and adopted** *Resolution No. R-26-*  
23 *24, Approving Application for Transfer Pursuant to the Terms of the Judgment with*  
24 *Specified Conditions*. A true and correct copy of the signed Resolution No. R-26-24 is  
25 attached hereto as **Exhibit C** and is incorporated herein this reference. Among other  
26 things, the Watermaster Board determined in Resolution No. R-26-24 that: (i) there  
27 remains at least one (1) acre-foot of Permanent Production Rights and two hundred fifty  
28 (250) acre-feet of Carry Over water rights and available for use or transfer; (ii)

1 Burrows/300 A 40 H possesses the right and power to transfer the Production Rights and  
2 Carry Over water rights; and (iii) the transfer of the Production Rights and Carry Over  
3 water rights results in no Material Injury to the Basin.

4 6. As a condition of final approval, the Watermaster required 45MG 8ME to  
5 intervene as a Party to the Judgment.

6 7. As set forth in the Declaration of Theodore A. Chester, Jr., which is filed  
7 concurrently herewith, the Watermaster General Counsel has stipulated to Orders granting  
8 45 MG 8ME leave to intervene in this Action.

9 8. 45MG 8ME desires to intervene in this Action and become a Party to the  
10 Judgment therein, and I respectfully request that this Court enter an Order to that effect.

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

13 Executed on May 6, 2026, at San Francisco, California.

14   
15 VEENA P. BEGLINGER

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**EXHIBIT A**  
**TRANSFER REQUEST APPLICATION**  
**[ATTACHED]**

**TRANSFER REQUEST FORM  
ANTELOPE VALLEY WATERMASTER**

PLEASE INCLUDE AN APPLICATION FEE ACCORDING TO THE FEE SCHEDULE POSTED ON THE WATERMASTER WEBSITE:  
[HTTPS://AVWATERMASTER.NET](https://avwatermaster.net). MAKE CHECK OUT TO: ANTELOPE VALLEY WATERMASTER  
Mail to: Antelope Valley Watermaster, 5022 West Avenue N, Suite 102, Box 195, Palmdale, CA 93551 OR email to:  
[info@avwatermaster.net](mailto:info@avwatermaster.net)  
Call Watermaster Administrative staff at 661-234-8233 with questions. *Transfer Requests review could take up to 60 days.*

PERMANENT TRANSFER? \_\_\_\_\_ Yes                      TEMPORARY/ONE-TIME TRANSFER? \_\_\_\_\_ Yes

Permanent Amount: 1 acre-feet                      Temporary/One-time Amount: 250 acre-feet from Base Year 2023  
**IF TRANSFER DUE TO CHANGE IN LAND OWNERSHIP, PLEASE ATTACH DEED AS PROOF OF SALE OR A PRELIMINARY TITLE REPORT**

Date Requested July 18, 2025 See Attachment 1 for contact person for Transfer Form Questions  
If Temporary, Calendar Year(s) to be Used: 2023  
Which Party will be paying the annual Administrative Assessment(s) for the transferred water? Buyer  
Is either Party a member of the Antelope Valley United Mutuals Group? No

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

Name: Burrows/300 A 40 H, LLC                      Street Address: P.O. Box 802948  
City: Santa Clarita                      State: CA Zip Code: 91380  
Phone: 661-373-0239                      email: bruceburrows@icloud.com  
APN#(s) where transfer originates (i.e., production well location(s)): See Attachment 2 and 3  
APN#(s) (or water supply service area) where groundwater was used: See Attachment 2 and 3

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

Name: 45MG 8ME LLC, a Delaware limited liability company Street Address: 4370 Town Center Blvd., Suite 110  
City: El Dorado Hills State: CA Zip Code: 95762  
Phone: William J Breidel                      email: WBreidel@avantus.com                      phone: (614) 965-9183

**Note: Legal notices under the Judgment will be sent to the above email address. You are required to keep this information up to date. Please notify the Watermaster of any changes.**  
APN#(s) (or water supply service area) where transfer will be pumped and used See Attachment 4 for well being used for pumping and the project area where water will be used.

**Purpose of Transfer:**

- Permanent Transfer resulting from Property Sale/Transfer [PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT]
- Additional Source of Water - Construction of Solar Facility and incidental uses
- Other, explain \_\_\_\_\_

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

- Current Year Production Right: amount 1 acre foot permanent overlying production right
- Carry Over Water: amount 250 acre-feet
  - Specified Year(s) 2023
  - Oldest Water Available
- Storage: amount \_\_\_\_\_ acre-feet
- Other, explain \_\_\_\_\_

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

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

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

If yes, please explain: N/A

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Please provide groundwater elevations in the areas affected by the transfer. Unable to determine.

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

If yes, please explain: N/A

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**MAPS**

Please include a map of the area where the water was used by the Transferor and a map of the area where the water is intended to be used by the Transferee. Include locations of production facilities involved in or affected by the Transfer. This map can include all possible locations of past source and use and future source and use. See Attachments 3, 4 and 5

**SECURITY INTEREST OR LIENHOLDERS**

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

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**The transfer shall be conditioned upon:**

1. Transferee shall succeed to the right of Transferor under the terms of the Judgment.
2. Transferee shall only use Transferred waters for reasonable and beneficial uses.
3. Any Transferee not already a Party to the Judgment must intervene and become a Party to the Judgment.
4. All applicable assessments (Administrative and Balance) and transfer fees are paid in full.
5. If the Watermaster determines that the transfer has resulted in a material injury, the parties will be required to work with the Watermaster Board to mitigate that material injury.
6. For Permanent Transfers, the Parties agree to duly record in the office of the appropriate County Recorder a document reflecting the Permanent Transfer reflected in this Transfer Form.
7. The Transfer Request Form must bear the notarized signatures of both the transferor and the transferee.
8. The Seller/Transferor must be the owner of the water rights pursuant to the Judgment. No Party may transfer water rights held pursuant to a lease agreement or other private contract with the actual water rights owner.

**SIGNATURES**

I understand and agree to abide by the terms of the Antelope Valley Adjudication Judgment. I swear under penalty of perjury that the information provided on this Transfer Request Form is correct to the best of my knowledge, that I am authorized to enter into this Transfer on behalf of the party indicated below and to bind that party on whose behalf I am signing, and that signing this Transfer Request Form is within the scope of my authority, and that the signature below, whether original, electronic, or photocopied, is authorized and valid, and is affixed with the intent to be enforceable. I understand that it is my responsibility to notify the Antelope Valley Watermaster of any changes in any of the information provided on this form within 15 days. I also understand that additional information may be required if there is a suspected potential for a material injury as defined in the Judgment.

Signature of Transferor *Bill Hill* Date *8/20/24*  
Signature of Transferee *VAA* Date *9/15/25*

<b>To Be Completed by the Watermaster:</b>	
Watermaster Engineer Approval _____	Date _____
Watermaster Board Approval _____	Date _____

For Office Use Only	
Administrative Staff:	Watermaster Engineer
<input type="checkbox"/> Annual Production Reporting	<input type="checkbox"/> Quarterly Production Reporting
<input type="checkbox"/> Current Assessments	<input type="checkbox"/> Approved Meter Documentation

ACKNOWLEDGMENT

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

State of California )  
County of Los Angeles )

On 8/26/25, before me, Karri Gallagher Martin,  
(insert name of notary)

Notary Public, personally appeared Bruce Burrows,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Karri Gallagher Martin

(Seal)



**ACKNOWLEDGMENT**

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

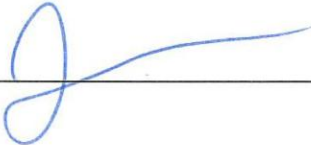
State of California )  
County of San Diego )

On September 15, 2025, before me, Jessica Mason,  
(insert name of notary)

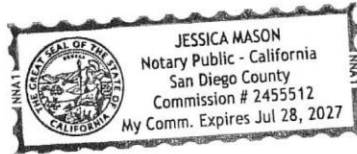
Notary Public, personally appeared Venkatesh Inti,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



**ATTACHMENT 1**

**Transfer Application Questions:**

For any questions on these combined transfers during the application process, please contact Seller's counsel, Ted Chester, at 626-676-5718 and/or Buyer's counsel, Veena Beglinger at 415-262-5132.

**Buyer Contact Person After Transfer:**

Contact Person: William J. Breidel

Address: 4370 Town Center Blvd., Suite 110, El Dorado Hills, CA 95762

Phone: (614) 965-9183

Email: WBreidel@avantus.com

## ATTACHMENT 2

### Seller's Prior Use of Water and Property

Bruce Burrows and 300 A 40 H, LLC, (collectively, "Burrows") are parties to the lawsuit known as the *Antelope Valley Groundwater Cases*, Judicial Council Coordination Proceeding No. 4408, Santa Clara Case No.: 1-05-CV-049053, in which the Judgment and Physical Solution (the "Judgment") was entered on December 28, 2015. On Exhibit 4 of the Judgment Burrows (identified as "Burrows/300 A 40 H, LLC") is listed as a "Producer" owning 295.00 acre feet of "Overlying Production Rights" as specified in Paragraph 5.1.1 of the Judgment (the "Production Right").

The Production Right relates to groundwater production that occurred with respect to two properties: (1) Los Angeles APN: 3275-007-013 (previous APN: 3275-007-010) (the "First Property") (approximately 160 acres), and (2) Los Angeles APNS: 3275-002-001, 007, 008, 010, 012, 015, 016, 017, 018, 019, and 020 (the "Second Property") (approximately 160 acres).

Burrows currently owns the First Property. The First Property was leased and farmed by Tejon Ranchcorp, a party to the case ("Tejon"). The lease terminated several years ago. There are no groundwater production wells located on the First Property. When Tejon farmed the First Property it used water produced from groundwater wells or other sources not located on the First Property. Since the entry of the Judgment no groundwater has been produced or used on the First Property and the First Property has remained fallow.

Burrows acquired the Second Property in the mid-1980s. Burrows transferred the Second Property to Tejon on February 2, 2007, and pursuant to Lease dated February 5, 2007, leased the Second Property back from Tejon (the "Lease"), provided, however, that Burrows at all times retained "all right, benefit and interest in and to the water rights" associated with the Second Property. Approximately 60 acres of tree crops on the Second Property were irrigated by groundwater produced by three wells located on the Second Property. However, as of and since the date of the entry of the Judgment, the Lease terminated and Burrows owns no leasehold or other interest in the Second Property. To Burrows' knowledge, no groundwater has been produced on the Second Property since entry of the Judgment. Any wells located on the Second Property are currently controlled by Tejon as owner of the property, and, to Burrows knowledge all wells located on the Second Property have been inactive and have not produced groundwater since entry of the Judgment.

3275	7 SHEET	P. A. 3254-4 & 5	TRA 5549 5910	REVISED: 781102501 2007100111001001-A1	2013012302003001-A1	SEARCH NO	OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002
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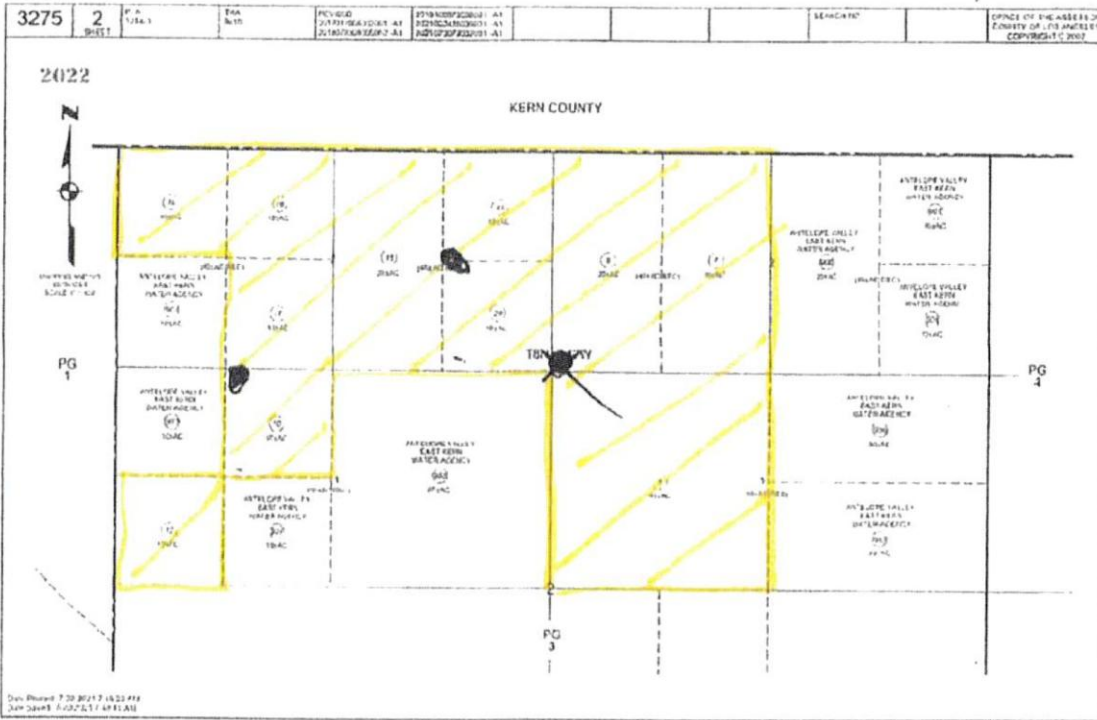


**Map of Seller's Property and Well Location**

**ATTACHMENT 3**

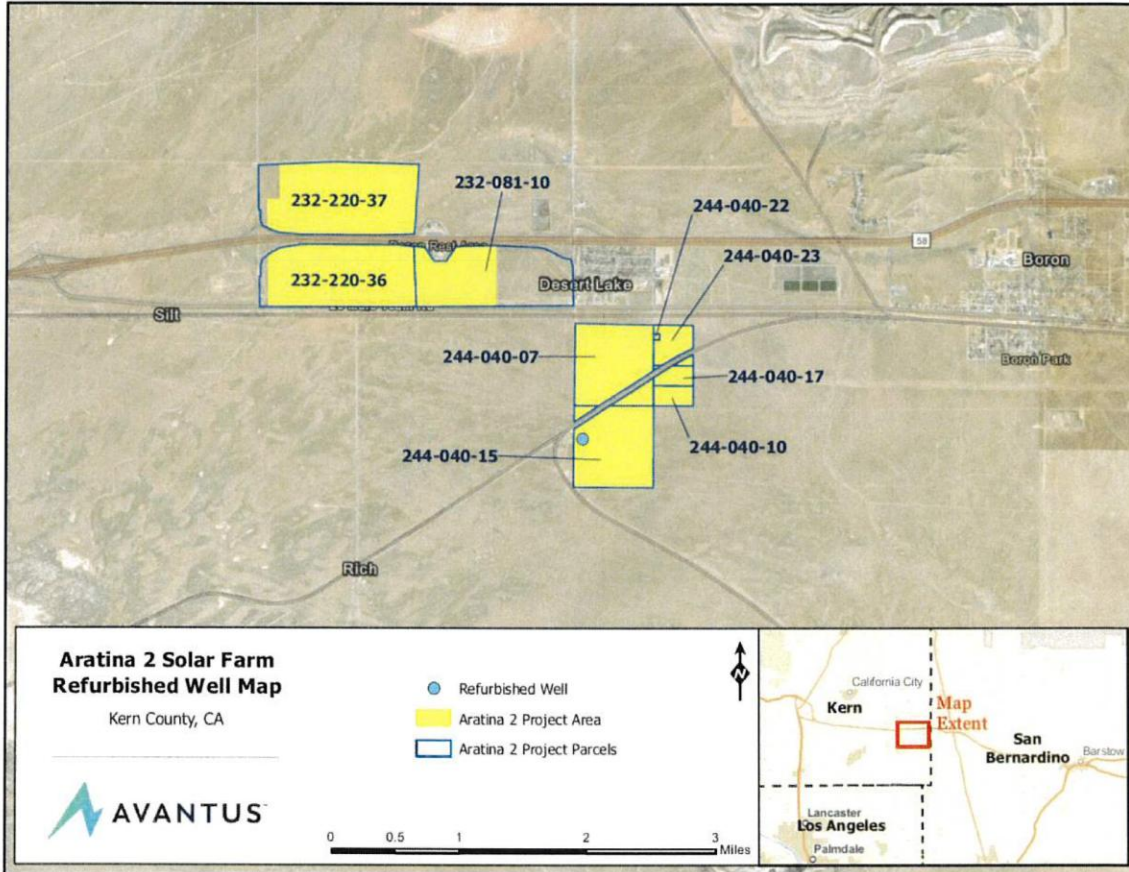
**ATTACHMENT 3 Continued**

**Map of Seller's Property and Well Location**



**ATTACHMENT 4**

**Map of Buyer's Property and Well Site**



## **ATTACHMENT 5**

### **PURPOSE FOR TRANSFERRED WATER**

Purpose of the transfer is to permit the construction and operation of a solar facility with the water to be used for dust control during construction and operations of the facility once it is placed in service. The project estimated commencement of construction is February, 2026 and estimated completion of construction is December, 2026. The project intends to use approximately 183 AF of Carry Over water for construction in 2026. This water will be used on the APNs listed above on Attachment 4. The project estimates that its annual operation and maintenance water use will be 1 AF per year and will be sourced from its permanent Production Right. The project intends to pump its water from the well located on APN 244-040-15 which was approved by the Board in May of 2024 in Resolution R-24-26.

**EXHIBIT B**  
**WATERMASTER ENGINEER APPROVAL**



April 8, 2026

Robert Parris, Chair  
Antelope Valley Watermaster Board

Re: Burrows/300 A40 H, LLC, to 45MG 8ME LLC Transfer

Watermaster Board:

Burrows/300 A40H, LLC (Burrows) is an Exhibit 4 Party and would like to transfer 1 acre foot per year (AFY) of permanent Production Rights and 250 AF of Carry Over water to 45MG 8ME, LLC, a Delaware limited liability company (45MG). The water will be used for dust control during construction and maintenance at a solar facility called Aratina 2. 45MG is not a Party to the Judgment and will need to intervene.

Burrows has a Production Right of 294 AFY and 2,726 AF of Carry Over water at the beginning of 2026. Their property is located in the West Antelope Subarea near the High Desert Water Bank (**Figure 1**). All of the wells on the Burrows property are de-equipped, and the Party has not produced any water during 2016-2025.

45MG plans to produce water from a well on APN 244-040-15, located in the northeastern corner of the Rogers Lake Subarea (**Figure 1**). Water will be applied for dust suppression on the surrounding solar project, shown in **Figure 1**. This is the same refurbished well that 40AA Water Holdings, LLC (40 AA), produces from for the Aratina 1 Solar Project. The use of this well was approved in a New Point of Extraction Application in May 2024. The well was estimated to pump 80 gpm during construction hours over sixteen months. Their production schedule and proposed pumping rate would produce about 65 AFY. 40AA produced 60.2 AFY from the well in 2025 and has been compliant with all metering and reporting requirements, and the Aratina 1 project is almost completed. Proposed production by 45MG would be reported from the same meter.

During construction, 45MG intends to produce about 130 gpm from the well, following a 20-day construction schedule over ten months. An email from 45MG's counsel details the proposed production schedule during construction, for a total of 88 AF. The project will also use 180 AF of imported water purchased from AVEK for dust control. 45MG and 40AA are not anticipated to use the well at the same time. Once construction is complete, 45MG plans to produce about 1 AFY for maintenance.

Monitoring wells are sparse in this portion of Roger's Lake Subarea, but water levels appear to be stable. **Figure 2** shows the closest monitoring well to the production well, about 3.4 miles away. Water levels have remained relatively stable for over 20 years. Of all the Subareas,

2490 Mariner Square Loop, Suite 215 | Alameda, CA 94501 | 510 747 6920 | toddgroundwater.com

Rogers Lake Subarea receives the lowest volume of recharge (ranging from 400 to 2,500 AFY). It has maintained stable water levels because it also has low annual production (ranging from 700 to 2,500 AFY).

Distance-drawdown analyses were conducted to estimate the impacts of production on the closest Parties, small pumpers about one mile north of 45MG's well (well locations shown in **Figure 2**). These analyses use equations and estimated aquifer parameters to calculate the amount that pumping will lower groundwater levels at various distances from the production well, factoring in aquifer properties. Few well completion reports in this area are publicly available, so the aquifer characteristics in this area are not well understood. A well completion report from a since-abandoned well in between 45MG's well and the nearest Small Pumpers describes the subsurface geology as sand interbedded with clay. It is unclear whether the clay is dense enough to form a confining layer. A pumping test conducted at the well onsite in 2024 (attached) shows 138 feet of drawdown within the well after 12 hours of pumping at 200 gpm, suggesting that the aquifer has a relatively low transmissivity, or a low rate of horizontal groundwater flow.

To account for the uncertain geology, distance-drawdown scenarios were calculated using the Theis equation<sup>1</sup> assuming three different storativity<sup>2</sup> (S) values: 1)  $S = 0.01$ , representing an unconfined aquifer with fine sediments, 2)  $S = 0.001$ , representing a semi-confined aquifer, and 3)  $S = 0.0001$  representing a confined aquifer. S is expected to be between 0.01 and 0.001. The third S estimate is unlikely, but it is included to provide a conservative estimate of potential drawdown. The corresponding aquifer transmissivity was estimated for each S value using the Jacob modified non-equilibrium equation and 45MG's well's drawdown and pumping rate during the 2024 pumping test.<sup>3</sup>

Below, are three charts showing drawdown over distance (up to 1 mile) under three pumping scenarios. The actual drawdown is likely to be between the results for  $S = 0.01$  and  $S = 0.001$ , with  $S = 0.0001$  provided as a very conservative scenario.

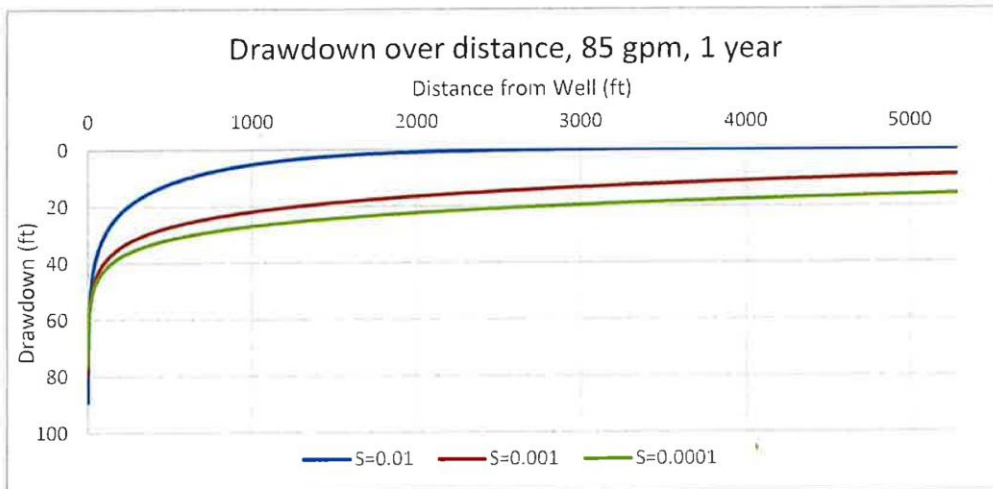
1. **Production of 85 gpm for one year:** This best represents the impact of 45MG's proposed production, if pumping for 20 days a month. For  $S = 0.01$  and  $S = 0.001$ , the likely scenarios, the drawdown at the Small Pumper wells 1 mile away would be <0.01 inch (negligible), and for  $S = 0.001$ , it would be 9 ft. If  $S = 0.0001$ , drawdown would be about 16 ft.

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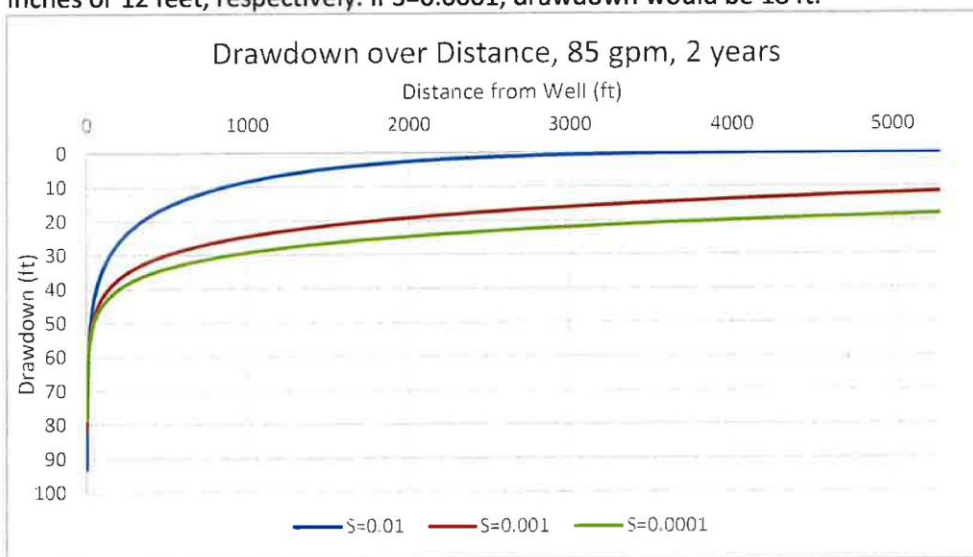
<sup>1</sup> The Theis equation assumes the aquifer is confined. However, because this analysis focuses on late time-steps, it is assumed that Theis can be applied to unconfined conditions where specific yield = S.

<sup>2</sup> Storativity (S) is the amount of water that can be drained from each unit of the aquifer, per each unit of drawdown. An aquifer's S value impacts the shape and size of the area drained by a well.

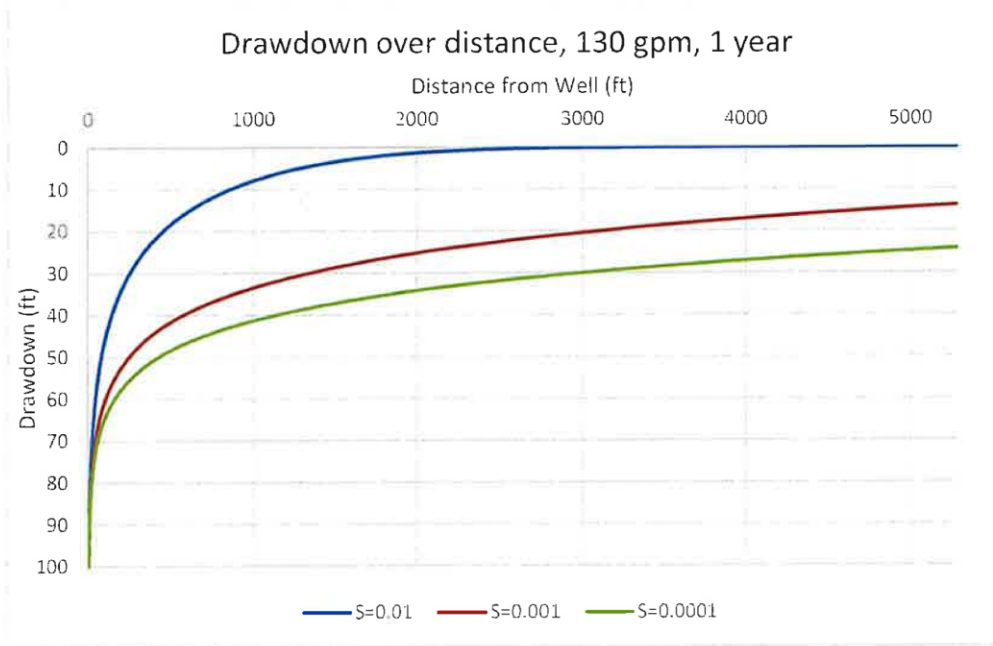
<sup>3</sup> Driscoll, 1986, Groundwater and Wells 2<sup>nd</sup> edition, pg 1021



2. **Production of 85 gpm for two years:** This represents the combined impacts of production by 45MG and 40AA at the same well, pumping for two consecutive years. If  $S=0.01$  or  $S=0.001$ , drawdown near the Small Pumper wells is estimated to be 0.18 inches or 12 feet, respectively. If  $S=0.0001$ , drawdown would be 18 ft.



3. **Production of 130 gpm for one year:** This represented 45MG producing nonstop for a year. Drawdown near the Small Pumper wells is estimated to be negligible, 14 ft, or 24 feet, for  $S=0.01$ ,  $S=0.001$ , and  $S=0.0001$ .



In summary, 45MG pumping for construction water at 85 gpm for one year is estimated to cause up to nine feet of drawdown for small pumpers one mile away (assuming semi-confined aquifer conditions). The combined production by 45MG and 40AA at the same well, over two years, would likely cause up to 12 feet of drawdown one mile away. Under a very conservative scenario (45MG producing nonstop at 130 gpm for one year and assuming confined aquifer conditions), an estimated 24 feet of drawdown would occur. The available well completion reports show that most wells in the area are about 400-500 feet deep. The static water level at 45MG’s well in 2024 was 240 ft bgs. Even under the most conservative scenario, a 24-foot drawdown at the well is unlikely to cause Material Injury.

Given that 1) the proposed production will last for under a year, 2) the well location is a mile from any nearby Parties’ wells, and 3) the calculated drawdown is unlikely to impact the closest Parties’ ability to produce, the risk of Material Injury is low. 45MG will need to intervene in the Judgment. The Watermaster Engineer recommends that 45MG and 40AA coordinate their metering and production reports so that the total water produced is reported and appropriately designated to each Party.

Sincerely,

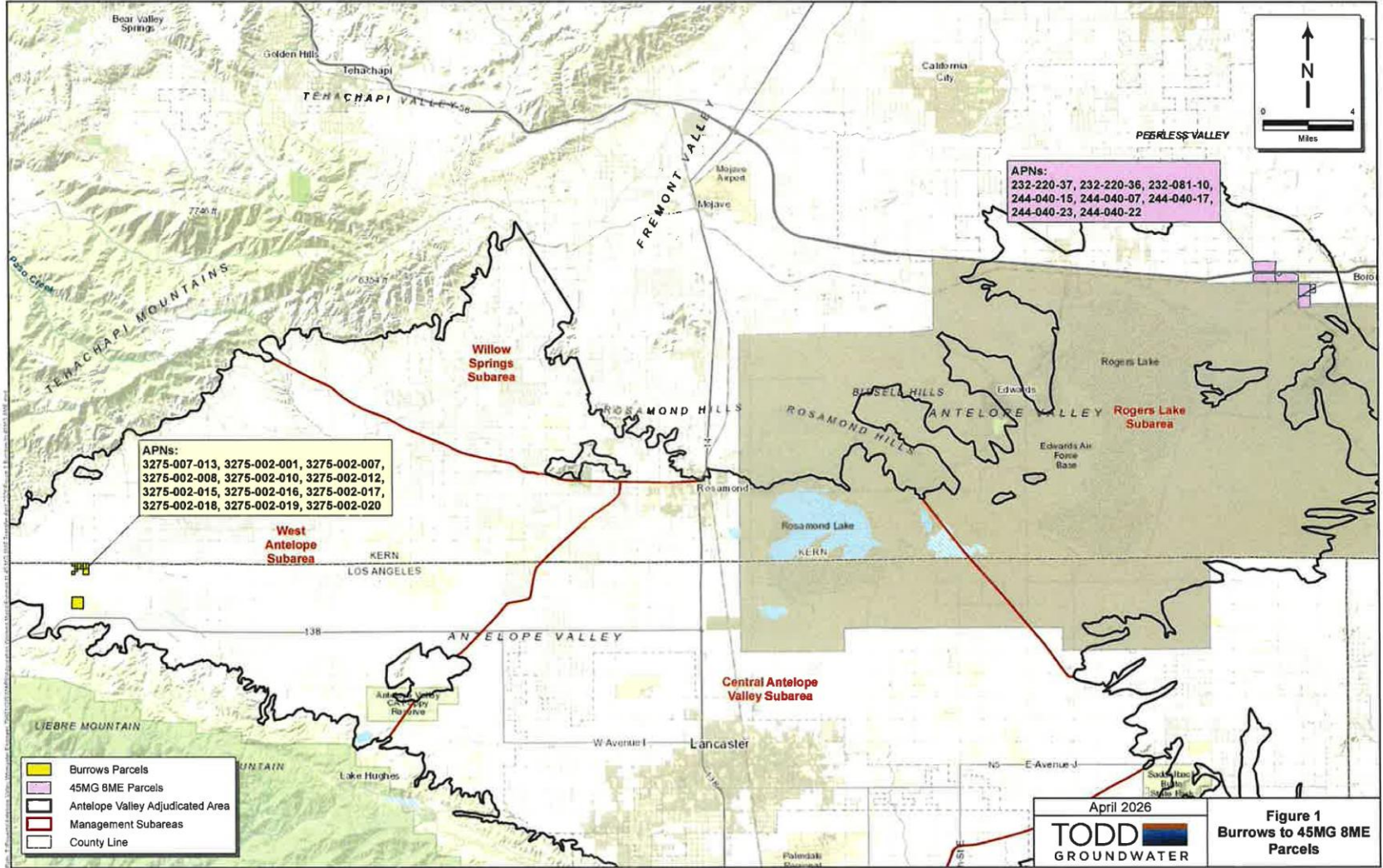
*Maureen Reilly*

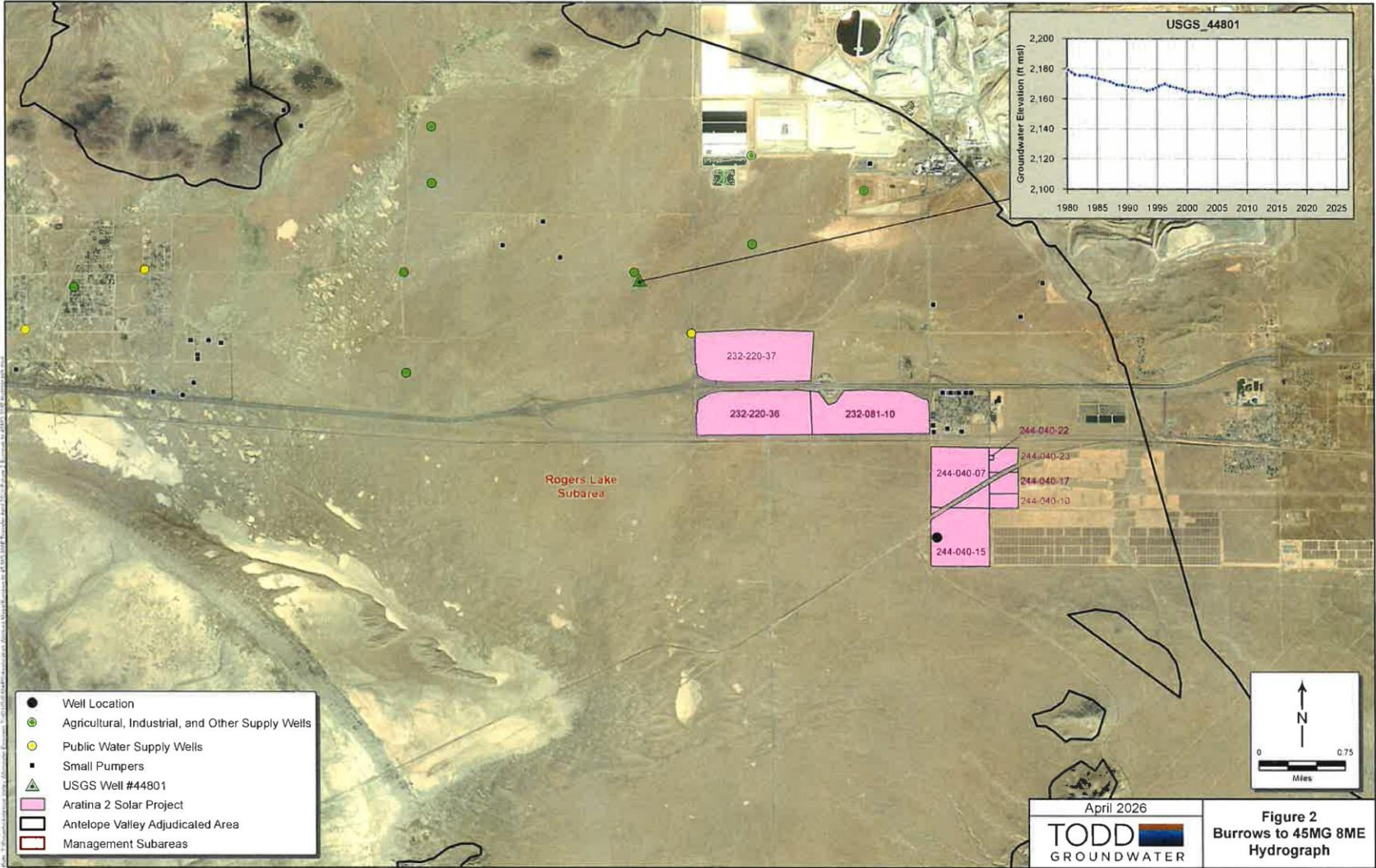
Maureen Reilly, P.E.

Todd Groundwater, Antelope Valley Watermaster Engineer

*Arden Wells*

Arden Wells, PG, CHG





April 2026  
TODD  
GROUNDWATER

Figure 2  
Burrows to 45MG 8ME  
Hydrograph

**TRANSFER REQUEST FORM  
ANTELOPE VALLEY WATERMASTER**

PLEASE INCLUDE AN APPLICATION FEE ACCORDING TO THE FEE SCHEDULE POSTED ON THE WATERMASTER WEBSITE:  
[HTTPS://AVWATERMASTER.NET](https://avwatermaster.net). MAKE CHECK OUT TO: ANTELOPE VALLEY WATERMASTER  
Mail to: Antelope Valley Watermaster, 5022 West Avenue N, Suite 102, Box 195, Palmdale, CA 93551 OR email to:  
[info@avwatermaster.net](mailto:info@avwatermaster.net)  
Call Watermaster Administrative staff at 661-234-8233 with questions. *Transfer Requests review could take up to 60 days.*

PERMANENT TRANSFER? \_\_\_\_\_ Yes                      TEMPORARY/ONE-TIME TRANSFER? \_\_\_\_\_ Yes

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Date Requested July 18, 2025 See Attachment 1 for contact person for Transfer Form Questions  
If Temporary, Calendar Year(s) to be Used: 2023  
Which Party will be paying the annual Administrative Assessment(s) for the transferred water? Buyer  
Is either Party a member of the Antelope Valley United Mutuels Group? No

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

Name: Burrows/300 A 40 H, LLC                      Street Address: P.O. Box 802948  
City: Santa Clarita                      State: CA                      Zip Code: 91380  
Phone: 661-373-0239                      email: bruceburrows@icloud.com  
APN#(s) where transfer originates (i.e., production well location(s)): See Attachment 2 and 3

APN#(s) (or water supply service area) where groundwater was used: See Attachment 2 and 3

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

Name: 45MG 8ME LLC, a Delaware limited liability company Street Address: 4370 Town Center Blvd., Suite 110  
City: El Dorado Hills                      State: CA                      Zip Code: 95762  
Phone: William J Breidel                      email: WBreidel@avantus.com                      phone: (614) 965-9183

**Note: Legal notices under the Judgment will be sent to the above email address. You are required to keep this information up to date. Please notify the Watermaster of any changes.**  
APN#(s) (or water supply service area) where transfer will be pumped and used See Attachment 4 for well being used for pumping and the project area where water will be used.

**Purpose of Transfer:**

- Permanent Transfer resulting from Property Sale/Transfer [PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT]
- Additional Source of Water - Construction of Solar Facility and incidental uses
- Other, explain \_\_\_\_\_

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

- Current Year Production Right: amount 1 acre foot permanent overlying production right
- Carry Over Water: amount 250 acre-feet
  - Specified Year(s) 2023
  - Oldest Water Available
- Storage: amount \_\_\_\_\_ acre-feet
- Other, explain \_\_\_\_\_

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

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

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

If yes, please explain: N/A

Please provide groundwater elevations in the areas affected by the transfer. Unable to determine.

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

If yes, please explain: N/A

**MAPS**

Please include a map of the area where the water was used by the Transferor and a map of the area where the water is intended to be used by the Transferee. Include locations of production facilities involved in or affected by the Transfer. This map can include all possible locations of past source and use and future source and use. See Attachments 3, 4 and 5

**SECURITY INTEREST OR LIENHOLDERS**

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

**The transfer shall be conditioned upon:**

1. Transferee shall succeed to the right of Transferor under the terms of the Judgment.
2. Transferee shall only use Transferred waters for reasonable and beneficial uses.
3. Any Transferee not already a Party to the Judgment must intervene and become a Party to the Judgment.
4. All applicable assessments (Administrative and Balance) and transfer fees are paid in full.
5. If the Watermaster determines that the transfer has resulted in a material injury, the parties will be required to work with the Watermaster Board to mitigate that material injury.
6. For Permanent Transfers, the Parties agree to duly record in the office of the appropriate County Recorder a document reflecting the Permanent Transfer reflected in this Transfer Form.
7. The Transfer Request Form must bear the notarized signatures of both the transferor and the transferee.
8. The Seller/Transferor must be the owner of the water rights pursuant to the Judgment. No Party may transfer water rights held pursuant to a lease agreement or other private contract with the actual water rights owner.

**SIGNATURES**

I understand and agree to abide by the terms of the Antelope Valley Adjudication Judgment. I swear under penalty of perjury that the information provided on this Transfer Request Form is correct to the best of my knowledge, that I am authorized to enter into this Transfer on behalf of the party indicated below and to bind that party on whose behalf I am signing, and that signing this Transfer Request Form is within the scope of my authority, and that the signature below, whether original, electronic, or photocopied, is authorized and valid, and is affixed with the intent to be enforceable. I understand that it is my responsibility to notify the Antelope Valley Watermaster of any changes in any of the information provided on this form within 15 days. I also understand that additional information may be required if there is a suspected potential for a material injury as defined in the Judgment.

Signature of Transferor *Bill Hill* Date *8/20/25*  
Signature of Transferee *VAA* Date *9/15/25*

**To Be Completed by the Watermaster:**  
Watermaster Engineer Approval *Morgan Reilly* Date *4/8/2026*  
Watermaster Board Approval *Robert P. ...* Date *4/22/26*

For Office Use Only

Administrative Staff:	Watermaster Engineer
<input type="checkbox"/> Annual Production Reporting	<input type="checkbox"/> Quarterly Production Reporting
<input type="checkbox"/> Current Assessments	<input type="checkbox"/> Approved Meter Documentation

ACKNOWLEDGMENT

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

State of California )  
County of Los Angeles )

On 8/26/25, before me, Karri Gallagher Martin,  
(insert name of notary)

Notary Public, personally appeared Bruce Burrows,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Karri Gallagher Martin

(Seal)



**ACKNOWLEDGMENT**

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

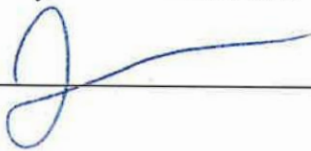
State of California )  
County of San Diego )

On September 15, 2025, before me, Jessica Mason,  
(insert name of notary)

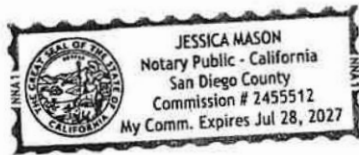
Notary Public, personally appeared Venkatesh Inti,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



**ATTACHMENT 1**

**Transfer Application Questions:**

For any questions on these combined transfers during the application process, please contact Seller's counsel, Ted Chester, at 626-676-5718 and/or Buyer's counsel, Veena Beglinger at 415-262-5132.

**Buyer Contact Person After Transfer:**

Contact Person: William J. Breidel

Address: 4370 Town Center Blvd., Suite 110, El Dorado Hills, CA 95762

Phone: (614) 965-9183

Email: [WBreidel@avantus.com](mailto:WBreidel@avantus.com)

## ATTACHMENT 2

### Seller's Prior Use of Water and Property

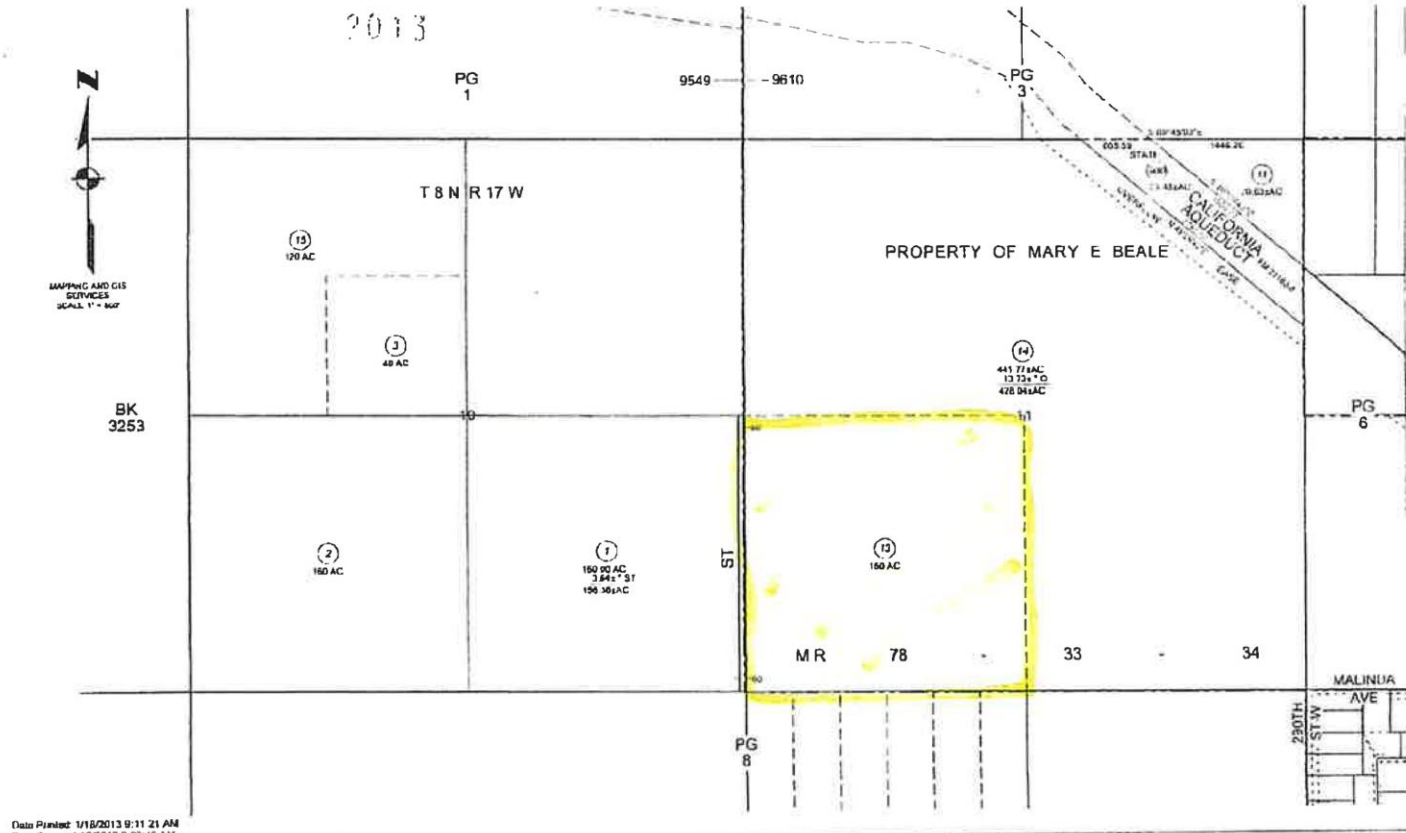
Bruce Burrows and 300 A 40 H, LLC, (collectively, "Burrows") are parties to the lawsuit known as the *Antelope Valley Groundwater Cases*, Judicial Council Coordination Proceeding No. 4408, Santa Clara Case No.: 1-05-CV-049053, in which the Judgment and Physical Solution (the "Judgment") was entered on December 28, 2015. On Exhibit 4 of the Judgment Burrows (identified as "Burrows/300 A 40 H, LLC") is listed as a "Producer" owning 295.00 acre feet of "Overlying Production Rights" as specified in Paragraph 5.1.1 of the Judgment (the "Production Right").

The Production Right relates to groundwater production that occurred with respect to two properties: (1) Los Angeles APN: 3275-007-013 (previous APN: 3275-007-010) (the "First Property") (approximately 160 acres), and (2) Los Angeles APNS: 3275-002-001, 007, 008, 010, 012, 015, 016, 017, 018, 019, and 020 (the "Second Property") (approximately 160 acres).

Burrows currently owns the First Property. The First Property was leased and farmed by Tejon Ranchcorp, a party to the case ("Tejon"). The lease terminated several years ago. There are no groundwater production wells located on the First Property. When Tejon farmed the First Property it used water produced from groundwater wells or other sources not located on the First Property. Since the entry of the Judgment no groundwater has been produced or used on the First Property and the First Property has remained fallow.

Burrows acquired the Second Property in the mid-1980s. Burrows transferred the Second Property to Tejon on February 2, 2007, and pursuant to Lease dated February 5, 2007, leased the Second Property back from Tejon (the "Lease"), provided, however, that Burrows at all times retained "all right, benefit and interest in and to the water rights" associated with the Second Property. Approximately 60 acres of tree crops on the Second Property were irrigated by groundwater produced by three wells located on the Second Property. However, as of and since the date of the entry of the Judgment, the Lease terminated and Burrows owns no leasehold or other interest in the Second Property. To Burrows' knowledge, no groundwater has been produced on the Second Property since entry of the Judgment. Any wells located on the Second Property are currently controlled by Tejon as owner of the property, and, to Burrows knowledge all wells located on the Second Property have been inactive and have not produced groundwater since entry of the Judgment.

3275	7 SHEET	P A 3254-4 & 5	TSA 5549 5930	REVISION 761102501 2007100111001001-A1	2012012307003001-A1	SEARCH NO	OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002
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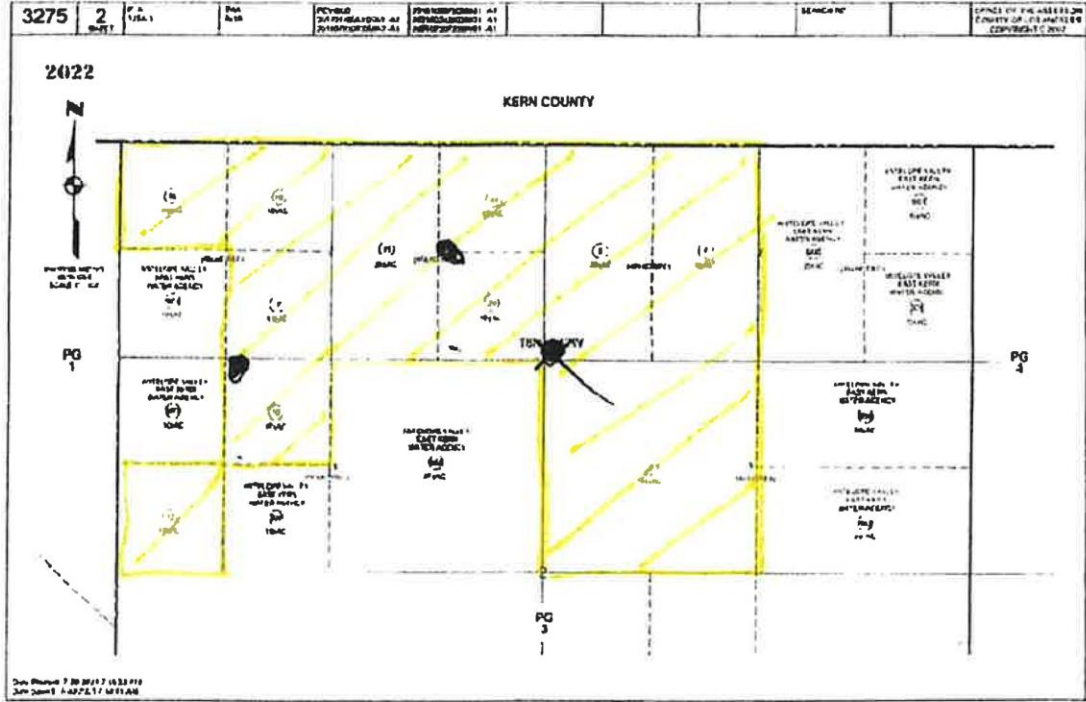
Data Printed: 1/18/2013 9:11:21 AM  
 Data Server: 1/18/2013 9:02:46 AM

**ATTACHMENT 3**

**Map of Seller's Property and Well Location**

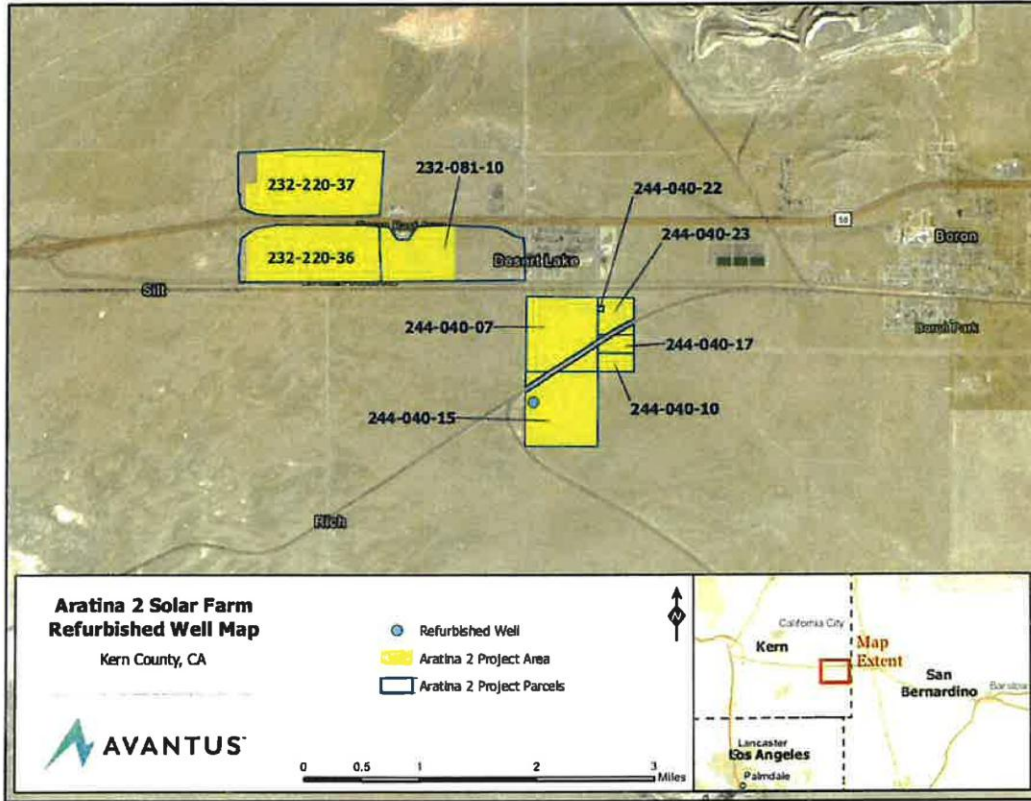
**ATTACHMENT 3 Continued**

**Map of Seller's Property and Well Location**



**ATTACHMENT 4**

**Map of Buyer's Property and Well Site**



**ATTACHMENT 5**

**PURPOSE FOR TRANSFERRED WATER**

Purpose of the transfer is to permit the construction and operation of a solar facility with the water to be used for dust control during construction and operations of the facility once it is placed in service. The project estimated commencement of construction is February, 2026 and estimated completion of construction is December, 2026. The project intends to use approximately 183 AF of Carry Over water for construction in 2026. This water will be used on the APNs listed above on Attachment 4. The project estimates that its annual operation and maintenance water use will be 1 AF per year and will be sourced from its permanent Production Right. The project intends to pump its water from the well located on APN 244-040-15 which was approved by the Board in May of 2024 in Resolution R-24-26.

See emails with production clarification and schedule - AW 4/7/26

**From:** [Angel Fitzpatrick](#)  
**To:** [Arden Wells](#)  
**Subject:** FW: Aratina 2; Transfer Request Form - Request for Additional Information  
**Date:** Thursday, February 19, 2026 2:02:25 PM  
**Attachments:** [image002.png](#)

---

Hi Arden,

Please see the responses below as requested for the Burrows/300 A 40 H to 45MG 8ME transfer application. Please let me know if you need anything else.

Angel

**From:** Beglinger, Veena P. <VBeglinger@coxcastle.com>  
**Sent:** Wednesday, February 18, 2026 10:07 AM  
**To:** Angel Fitzpatrick <afitzpatrick@avwatermaster.net>  
**Subject:** RE: Aratina 2; Transfer Request Form - Request for Additional Information

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Angel, apologies for the delay. We had to work with the contractor to get a more detailed answer. We provided the contractor with the discrepancy the Watermaster Engineer pointed out and it turns out that you are correct, there is a secondary source of water that will be used that is represented in the numbers originally provided to use (the 183 AF) and the well also has a higher pumping rate. Please note that the well in the Basin (which was approved pursuant to the 40 AA New Point of Extraction application, is call Britton. The Watermaster Engineer requested the following additional information and our responses are in blue below. Please note that these are estimates based on the projected construction timelines (if everything goes smoothly and on time) and actual construction periods may vary (be longer if issues arise). As such, pumping from the Britton well may continue longer than 11 months or less pumping may occur in any given month, but all water pumped and used will comply with the Project's entitlements.

***There's a disconnect between the estimated production rate and the total annual production estimates. A well pumping 80 gpm, 11 hrs a day, would produce about 60 AFY, while this application also mentions 183 produced in 2026. Could Ms. Berlinger please clarify the production rate?***

- **Estimated Production Rate:** The rate Avatus provided previously (80 GPM) was based on what the well driller estimated for the new well when Avatus was applying for the New Point of Extraction. It was the well driller's estimation of what the well they installed would produce. For Aratina 2, the contractor has determined that the current well production rate is 130 GPM. See the chart below. That is a better rate than the well driller estimated.
- **Estimated Time of Pumping.** For Aratina 1, the hours the well was used related to a different schedule. For that application, 11 hours a day was used. For Aratina 2, the construction schedule is more compressed. The contractor may not always pump water from the well for the same period a day over the course of construction. As such, the contractors have provided an estimate of how much water Aratina 2 will use each month given as the worst-case scenario of a 24 hour a day pumping, a 5 day work week and a 4 week month. The change in monthly numbers show the progression of construction as some months of construction are more water intensive.

Additional Water Supply. The contractor will not use the Britton well as the only water source for the Aratina 2 project and as such, Aratina 2 may not use all of its Carry Over water rights that it is purchasing from Burrows. As you can see from the chart, each month has an additional source column that shows how much will be pumped from other sources. However, Avantus is applying for the entire amount of water needed as a backup in case construction goes longer or if there are any issues with the backup water source. The back up sources that Aratina 2 will use are not in the Basin, but water purchased from AVEK and wheeled through a local CSD (which Aratina 1 is already doing) to supplement the water used for the Project. That amount is estimated and noted in the chart below.

- Please let us know if this is sufficient information for your analysis. We are happy to jump on a call to discuss further.

*Also, each well only has one meter at a time. There are other situations where other parties share one well. They coordinated monthly or quarterly meter reporting to submit one report per well showing total production. They then specified how much production went to each party in the Annual Production Reports. Can Aratina 2 and 40AA do this as well? It is currently contemplated that Aratina 2 and 40 AA will not use the well at the same time. When Aratina 2 is constructing, it will be the only party using the well and it will produce, meter and report to the Watermaster its use. Aratina 1 will use the Boron CSD water while Aratina 2 is constructing for any O&M water it needs. However, if you would prefer, we can separately meter the well for Aratina 2 and 40 AA and each project can report their own usage separately.*

Aratina 2's contractor prepared a chart to assist with the projections:

## Britton Well - Production Rate

### Conversion Factor

1 Gallon = 3.0689E-06 ACRE-FT

### Production Rate

Gallons Per Minute 130 GPM  
 Min Per Hour 60 MIN  
 Hours of Operation 24 HR  
187,200 Gallons Per Day  
0.57449808 Acre-Ft Per Day

### Monthly Production Rate (Maximum Output)

20 Day Work Month 3,744,000 Gallons Per Month  
 20 Day Work Month 11.4899616 Acre-Ft Per Month

## Aratina 2 - Water Usage Projections

Month	Projected Water Usage			Total
	Britton Well (Max Output)	Britton Well	Other Sources	Total Water Usage
1	3,744,000	-	1,200,000	1,200,000
2	3,744,000	-	2,100,000	2,100,000
3	3,744,000	3,744,000	3,056,000	6,800,000
4	3,744,000	3,744,000	4,556,000	8,300,000
5	3,744,000	3,744,000	5,456,000	9,200,000
6	3,744,000	3,744,000	5,256,000	9,000,000
7	3,744,000	3,744,000	5,256,000	9,000,000
8	3,744,000	3,744,000	3,256,000	7,000,000
9	3,744,000	3,200,000	-	3,200,000
10	3,744,000	1,800,000	-	1,800,000
11	3,744,000	1,200,000	-	1,200,000
	<b>Total Gallons</b>	<b>28,664,000</b>	<b>30,136,000</b>	<b>58,800,000</b>
	<b>Total Acre Feet</b>	<b>88</b>	<b>92</b>	<b>180</b>

Please let me know if you need any additional information. I am happy to jump on a call to discuss any further questions.

Best,

**Veena P. Beglinger**



direct: 415.262.5132

[VBeglinger@coxcastle.com](mailto:VBeglinger@coxcastle.com) | [vcard](#) | [bio](#) | [website](#)

**From:** Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)>

**Sent:** Thursday, November 6, 2025 7:44 AM

**To:** Beglinger, Veena P. <[VBeglinger@coxcastle.com](mailto:VBeglinger@coxcastle.com)>

**Subject:** RE: Aratina 2; Transfer Request Form - Request for Additional Information

Hi Veena,

The Watermaster engineer needs additional information. Please take a look below and provide a reply.

*There's a disconnect between the estimated production rate and the total annual production estimates. A well pumping 80 gpm, 11 hrs a day, would produce about 60 AFY, while this application also mentions 183 produced in 2026. Could Ms. Berlinger please clarify the production rate?*

*Also, each well only has one meter at a time. There are other situations where other parties share one well. They coordinated monthly or quarterly meter reporting to submit one report per well showing total production. They then specified how much production went to each party in the Annual Production Reports. Can Aratina 2 and 40AA do this as well?*

Thank you,  
Angel

**From:** Beglinger, Veena P. <[VBeglinger@coxcastle.com](mailto:VBeglinger@coxcastle.com)>  
**Sent:** Monday, October 27, 2025 2:47 PM  
**To:** Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)>  
**Subject:** RE: Aratina 2; Transfer Request Form - Request for Additional Information

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Hopefully this is helpful, but happy to have a call with the engineer if they need more clarity.

Best,

**Veena Beglinger**



direct: 415.257.5132  
[VBeglinger@coxcastle.com](mailto:VBeglinger@coxcastle.com) vcard bio website

**From:** Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)>  
**Sent:** Monday, October 27, 2025 2:19 PM  
**To:** Beglinger, Veena P. <[VBeglinger@coxcastle.com](mailto:VBeglinger@coxcastle.com)>  
**Subject:** Re: Aratina 2; Transfer Request Form - Request for Additional Information

Thank you!  
Sent from my iPhone

On Oct 27, 2025, at 2:10 PM, Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)> wrote:

Here you go!  
Sent from my iPhone

Begin forwarded message:

**From:** "Beglinger, Veena P." <[vbeglinger@coxcastle.com](mailto:vbeglinger@coxcastle.com)>  
**Date:** October 24, 2025 at 2:06:59 PM PDT  
**To:** Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)>  
**Subject:** **Aratina 2; Transfer Request Form - Request for Additional Information**

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Angel,

Please see our responses below:

I am unclear about the relationship between this transfer application and the 40AA Water Holdings transfer application.

My questions right now are:

1. Can they confirm that this production would be for the same Aratina Solar Project and the same well that the Burrows to 40AA transfer was? No, it is not for the same Aratina Solar Project that the 40AA water was for, but the water will be drawn from the same well that 40AA draws its water from. This water is for the second phase of the Aratina project, which is owned by 45MG 8ME LLC (commonly known as Aratina 2). The 40AA transfer was for Aratina 1. Those 40AA water rights are only being used by Aratina 1. Aratina 1 is a separate entity than Aratina 2. Aratina 2 needs its own water rights as Aratina 1 will use up its 40AA water rights on Aratina 1 construction. Aratina 2 will have its own construction period and its own operation and maintenance requirements. Aratina 1 has used (or is using) all the construction water carryover water on the construction of Aratina 1 and the gen-tie. Aratina 2 will need additional water which is separately owned from Aratina 1's water to complete its project.
2. If so, why is this with a new Party? If you compare the Aratina 1 project map and APNs to the Aratina 2 project map and APNS, you will see that Aratina 2 is located on different land. Aratina 2 was created to be the entity to hold the solar project to be built on these APNs. Will the water for 40AA vs. 45MG 8ME be used for different purposes? Yes, please see previous answer in this bullet point. Different land, different arrays, different construction.
3. How do they plan to report the pumping from the shared well to the Watermaster? Through a separate meter. We expect to be required to put a meter on the well for 45MG 8ME LLC/Aratina 2. Then we will report that usage the same way 40AA reports Aratina 1's usage to the Watermaster, but instead 45MG 8ME LLC/Aratina 2 will report their own usage for their own water rights.

4. Is the 183 AF in 2026 in lieu of or in addition to the proposed production by 40AA for the Aratina Solar Farm? It is in addition to the water for the proposed production by 40AA for the Aratina Solar Farm. These are separate entities and water rights. One will not share water with the other. The only thing these projects will share is the well itself. Does the project that starts in 2026 differ from the one currently being constructed? Yes and no. They are both solar farms, they share certain infrastructure (such as the gen-tie line), but they are separate projects on different land, with their own financing, a different PPA and their own set of owners. They also have their own timelines for construction. Aratina 1's construction is almost completed. Aratina 2 has not commenced construction yet. Aratina 2 will start using water from that well as Aratina 1 is winding up their construction and use of the well and there may be some small overlap as Aratina 1 uses water for dust control. During that small overlap period, the well will produce construction water for both projects while one is ramping up and the other is winding down, but the amount produced from the well is not anticipated to exceed the production set forth in the New Point of Extraction application and Material Injury analysis for this well (80 gpm and working hours of 11 hours a day). Change in daily production at the well is not anticipated to increase from the Aratina 1 use to the Aratina 2 use.
5. Can they provide the anticipated production rate (gallons per minute) and annual production volume (AFY) from this well for both 40AA Water Holdings and 45MG 8ME? It is our understanding that the anticipated production rate of Aratina 2 will remain at the same 80 gallons per minute. It will be the same as what Aratina 1 used from the well (or when both are using the well during the wind down/ramp up period, the combined use will be the same). By the time that Aratina 2 ramps fully up in its use of that well, Aratina 1's use of that well will be over. Except for the ramp up/wind down period, they will not use the well for construction water concurrently.

Please let us know if you have any further questions.

Best,

**Veena Beglinger**

[<image001.jpg>](#)

Cox, Castle & Nicholson LLP  
50 California Street | Suite 3200 | San Francisco, CA 94111

direct: 415.252.5132

mobile: 415.252.5100

[VBeglinger@coxcastle.com](mailto:VBeglinger@coxcastle.com) | [vcard](#) | [bio](#) | [website](#)

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**From:** Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)>

**Sent:** Monday, September 29, 2025 4:33 PM

**To:** Beglinger, Veena P. <[VBeglinger@coxcastle.com](mailto:VBeglinger@coxcastle.com)>

**Subject:** Request for Additional Information

Hi Veena,

The Watermaster engineer has questions about your application. Please see below and provide your answers.

I am unclear about the relationship between this transfer application and the 40AA Water Holdings transfer application.

My questions right now are:

6. Can they confirm that this production would be for the same Aratina Solar Project and the same well that the Burrows to 40AA transfer was?
7. If so, why is this with a new Party? Will the water for 40AA vs. 45MG 8ME be used for different purposes?
8. How do they plan to report the pumping from the shared well to the Watermaster?
9. Is the 183 AF in 2026 in lieu of or in addition to the proposed production by 40AA for the Aratina Solar Farm? Does the project that starts in 2026 differ from the one currently being constructed?
10. Can they provide the anticipated production rate (gallons per minute) and annual production volume (AFY) from this well for both 40AA Water Holdings and 45MG 8ME?

State of California  
**Well Completion Report**  
 Form DWR 188 Auto-Completed 5/12/2025  
 WCR2024-010000

45 MG Well

Owner's Well Number \_\_\_\_\_ Date Work Began 07/25/2024 Date Work Ended 07/26/2024  
 Local Permit Agency Department of Public Health Services - Environmental Health Department  
 Secondary Permit Agency \_\_\_\_\_ Permit Number WP 23080 Permit Date 07/25/2024

Well Owner (must remain confidential pursuant to Water Code 13752)	Planned Use and Activity
Name <u>XXXXXXXXXXXXXXXXXXXX</u>	Activity <u>Install Liner</u>
Mailing Address <u>XXXXXXXXXXXXXXXXXXXX</u> <u>XXXXXXXXXXXXXXXXXXXX</u>	Planned Use <u>Water Supply Irrigation - Agriculture</u>
City <u>XXXXXXXXXXXXXXXXXXXX</u> State <u>XX</u> Zip <u>XXXXX</u>	

Well Location	
Address <u>0 0</u>	APN <u>244-040-15</u>
City <u>Boron</u> Zip <u>93516</u> County <u>Kern</u>	Township <u>10 N</u>
Latitude <u>34 59 19.4855 N</u> Longitude <u>-117 42 8.4358 W</u>	Range <u>08 W</u>
Deg. Min. Sec. Deg. Min. Sec.	Section <u>02</u>
Dec. Lat. <u>34.988746</u> Dec. Long. <u>-117.7023433</u>	Baseline Meridian <u>San Bernardino</u>
Vertical Datum _____ Horizontal Datum <u>WGS84</u>	Ground Surface Elevation _____
Location Accuracy _____ Location Determination Method _____	Elevation Accuracy _____
	Elevation Determination Method _____

Borehole Information	Water Level and Yield of Completed Well
Orientation <u>Vertical</u> Specify _____	Depth to first water _____ (Feet below surface)
Drilling Method _____ Drilling Fluid _____	Depth to Static _____
Total Depth of Boring <u>504</u> Feet	Water Level <u>240</u> (Feet) Date Measured <u>08/01/2024</u>
Total Depth of Completed Well <u>504</u> Feet	Estimated Yield* <u>200</u> (GPM) Test Type <u>Pump</u>
	Test Length <u>12</u> (Hours) Total Drawdown <u>138</u> (feet)
	*May not be representative of a well's long term yield.

Casings										
Casing #	Depth from Surface Feet to Feet		Casing Type	Material	Casings Specificatons	Wall Thickness (inches)	Outside Diameter (inches)	Screen Type	Slot Size if any (inches)	Description
1	0	346	Blank	Other	N/A	0.25	12.25			Steel
1	346	504	Screen	Mild Steel	N/A	0.25	12.25	Milled Slots	0.187	steel
2	0	194	Blank	PVC	OD: 8.625 in.   SDR: 17   Thickness: 0.508 in.					
2	194	434	Screen	PVC	OD: 8.625 in.   SDR: 17   Thickness: 0.508 in.			Milled Slots	0.03	
2	434	454	Blank	PVC	OD: 8.625 in.   SDR: 17   Thickness: 0.508 in.					
2	454	504	Screen	PVC	OD: 8.625 in.   SDR: 17   Thickness: 0.508 in.			Milled Slots	0.03	

Annular Material				
Depth from Surface Feet to Feet	Fill	Fill Type Details	Filter Pack Size	Description
0	504	Other Fill	See description.	5/16 Minus No 5 Gravel

**Other Observations:**

Borehole Specifications	
Depth from Surface Feet to Feet	Borehole Diameter (inches)

Certification Statement			
I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief			
Name	GREWE BRYANT PUMP SERVICE		
	Person, Firm or Corporation		
P O BOX 1378	ROSAMOND	CA	93560
Address	City	State	Zip
Signed	<i>electronic signature received</i>	10/17/2024	625268
	C-57 Licensed Water Well Contractor	Date Signed	C-57 License Number

Attachments
csi pic.jpg - Location Map

DWR Use Only			
CSG #	State Well Number	Site Code	Local Well Number
		N	
			W
Latitude Deg/Min/Sec		Longitude Deg/Min/Sec	
TRS:			
APN:			

**EXHIBIT C**  
**WATERMASTER APPROVAL**

**RESOLUTION NO. R-26-24**

**APPROVING APPLICATION FOR TRANSFER WITH REQUIREMENT TO INTERVENE PURSUANT TO THE TERMS OF THE JUDGMENT WITH SPECIFIED CONDITIONS; ATTACHED EXHIBIT A**

WHEREAS, the Antelope Valley Watermaster, formed by the Antelope Valley Groundwater Cases Final Judgment (“Judgment”), Santa Clara Case No. 1-05-CV-049053 signed December 23, 2015, is to administer the Judgment; and

WHEREAS, a process for considering and approving applications for transfers is set forth in the Judgment and in the Rules and Regulations unanimously adopted by the Board on June 24, 2020 pursuant to Resolution No. R-20-12; and

WHEREAS, the Watermaster Engineer is authorized under the Judgment to recommend to the Watermaster Board that applications for transfers be denied or approved and that approval may be pursuant to certain conditions; and

WHEREAS, pursuant to the terms of the Judgment, the Watermaster Engineer is required to make certain findings and to consider, investigate and recommend to the Watermaster Board denial or approval, or approval with certain conditions, of these applications consistent with the terms of the Judgment; and

WHEREAS, pursuant to the Transfer Request Form listed on attached Exhibit A, Burrows/300 A40H proposes to make permanent transfers of 1 acre-foot to 45MB 8ME LLC; and

WHEREAS, 45MB 8ME LLC is not a Party to the Judgment, and as such 45MB 8ME LLC may not receive a transfer of Production Right until they successfully intervene as Parties to the Judgment; and

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

- (1) 45MB 8ME LLC must file a motion to intervene as a Party to the Judgment no later than thirty (30) days after the date of this Resolution;
- (2) the proposed transfer shall be of no force or effect until 45MB 8ME LLC has successfully intervened as a Party to the Judgment;
- (3) nothing in this Resolution shall be construed as precedent or authority for any non-Party to receive a transfer of a Production Right without first intervening in the Judgment.

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

NOW, THEREFORE, BE IT RESOLVED, that the Watermaster Board unanimously approves the application for transfer in attached Exhibit A to this Resolution as being consistent with the terms of the Judgment and applicable Rules and Regulations, subject to the conditions set forth in the Recitals above and attached in Exhibit A.

**I certify that this is a true copy of Resolution No. R-26-24 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held April 22, 2026, in Palmdale, California.**

Date: 4/22/26

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

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

**EXHIBIT A Attachment to  
Resolution No. R-26-24  
Approving Applications for Transfer with Requirement to Intervene  
Pursuant to the Terms of the Judgment**

Original Producer	Transferee	Type of Transfer	Amount	Original Parcel(s) (APN#)	Parcels Water Transferred to (APN#)
Burrows/300 A40, LLC	45MG 8ME LLC	Permanent Carry Over	1 (AFY) 250 (AF)	3275-007-013; 3275-002-001, 007, 008, 010, 012, 015, 016, 017, 018, 019, and 020	244-040-15