

# EXHIBIT “E”

## TRANSFER REQUEST FORM

### ANTELOPE VALLEY WATERMASTER

Please include an application fee according to the fee schedule posted on the Watermaster website:  
<https://avwatermaster.net>. Make check out to: Antelope Valley Watermaster

Mail to: Antelope Valley Watermaster, 5022 West Avenue N, Suite 102, #158, 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 or No

TEMPORARY/ONE-TIME TRANSFER? Yes or ☒ No

Permanent Amount 500 acre-feet Temporary/One-time Amount \_\_\_\_\_ acre-feet

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

Date Requested September 23, 2022

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

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

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

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

Name High Desert Dairy, LLC Street Address 9753 East Avenue F-8

City Lancaster State California Zip Code 93535

Phone 661-946-1630 email \_\_\_\_\_

APN#(s) where transfer originates (i.e., production well location(s)) 3307-014-019; 3382-017-015; 3382-018-026

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

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

Name Craig Van Dam Street Address 8845 West Avenue E-8, PMB 175

City Lancaster State California Zip Code 93536

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

Note: Legal notices under the Judgment will be sent to the above email address. You are required to keep this information up to date. Please notify the Watermaster of any changes.

APN#(s) (or water supply service area) where transfer will be pumped and used 3384-001-001; and 3384-001-003

**Purpose of Transfer:**

- ☐ Permanent Transfer resulting from Property Sale/Transfer [PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT]
- ☐ Additional Source of Water
- ☒ Other, explain Distribution from Company to an Individual Member of Company

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

- ☐ Current Year Production Right: amount \_\_\_\_\_ acre-feet
- ☐ Carry Over Water: amount \_\_\_\_\_ acre-feet
- ☐ Storage: amount \_\_\_\_\_ acre-feet
- ☒ Other, explain Permanent Overlying Production Rights of 500 acre feet effective 12/31/2022

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

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

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

If yes, please explain: \_\_\_\_\_

Please provide groundwater elevations in the areas affected by the transfer. \_\_\_\_\_

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

If yes, please explain: \_\_\_\_\_

**MAPS**

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

**SECURITY INTEREST OR LIENHOLDERS**

For Permanent Transfers, please provide a list of all parties with a recorded security interest, deed of trust or a lien in such real property or in crops growing or to be grown thereon, and attach copies of written notices to such parties and copies of return receipts. N/A

**The transfer shall be conditioned upon:**

1. Transferee shall succeed to the right of Transferor under the terms of the Judgment.
2. Transferee shall only use Transferred waters for reasonable and beneficial uses.
3. Any Transferee not already a Party to the Judgment must intervene and become a Party to the Judgment.
4. All applicable assessments (Administrative and Balance) and transfer fees are paid in full.
5. If the Watermaster determines that the transfer has resulted in a material injury, the parties will be required to work with the Watermaster Board to mitigate that material injury.
6. For Permanent Transfers, the Parties agree to duly record in the office of the appropriate County Recorder a document reflecting the Permanent Transfer reflected in this Transfer Form.
7. The Transfer Request Form must bear the notarized signatures of both the transferor and the transferee.

**SIGNATURES**

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

Signature of Transferor See Attached Date \_\_\_\_\_

Signature of Transferee See Attached Date \_\_\_\_\_

**To be completed by the Watermaster:**

Watermaster Engineer Approval Phyllis A. Stanim Date 3/07/2023

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



**Signature of Transferor:**

HIGH DESERT DAIRY, LLC, a California limited liability company

Dean Van Dam

By: Dean Van Dam, Member

9/20/2022

Date

Craig Van Dam

By: Craig Van Dam, Member

9-23-22

Date

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 New Mexico

§

COUNTY OF Curry

§

§

On 9-20-2022, before me, Naomi Wall  
Dean Van Dam, a Notary Public,  
personally appeared DEAN VAN DAM, who proved to me on the basis of satisfactory evidence to be the person whose name  
is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that  
by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Naomi Wall (Seal)

STATE OF NEW MEXICO

NOTARY PUBLIC

Naomi Wall

Commission No. 1114613

July 20, 2024

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STATE OF CALIFORNIA

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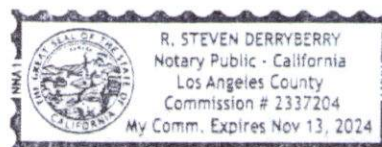
COUNTY OF LOS ANGELES

§

On September 23, 2022, before me, R. Steven Derryberry, a Notary Public,  
personally appeared CRAIG VAN DAM, who proved to me on the basis of satisfactory evidence to be the person whose name  
is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that  
by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: R. Steven Derryberry (Seal)

**Signature of Transferee:**Craig Van Dam

By: Craig Van Dam

9-23-22

Date

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

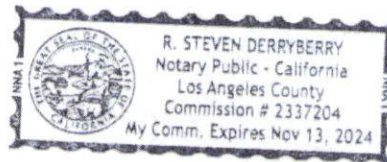
On September 23, before me, R. Steven Derryberry, a Notary Public, personally appeared CRAIG VAN DAM, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: R. Steven Derryberry

(Seal)



TRANSFEROR'S MAP #1 of #3

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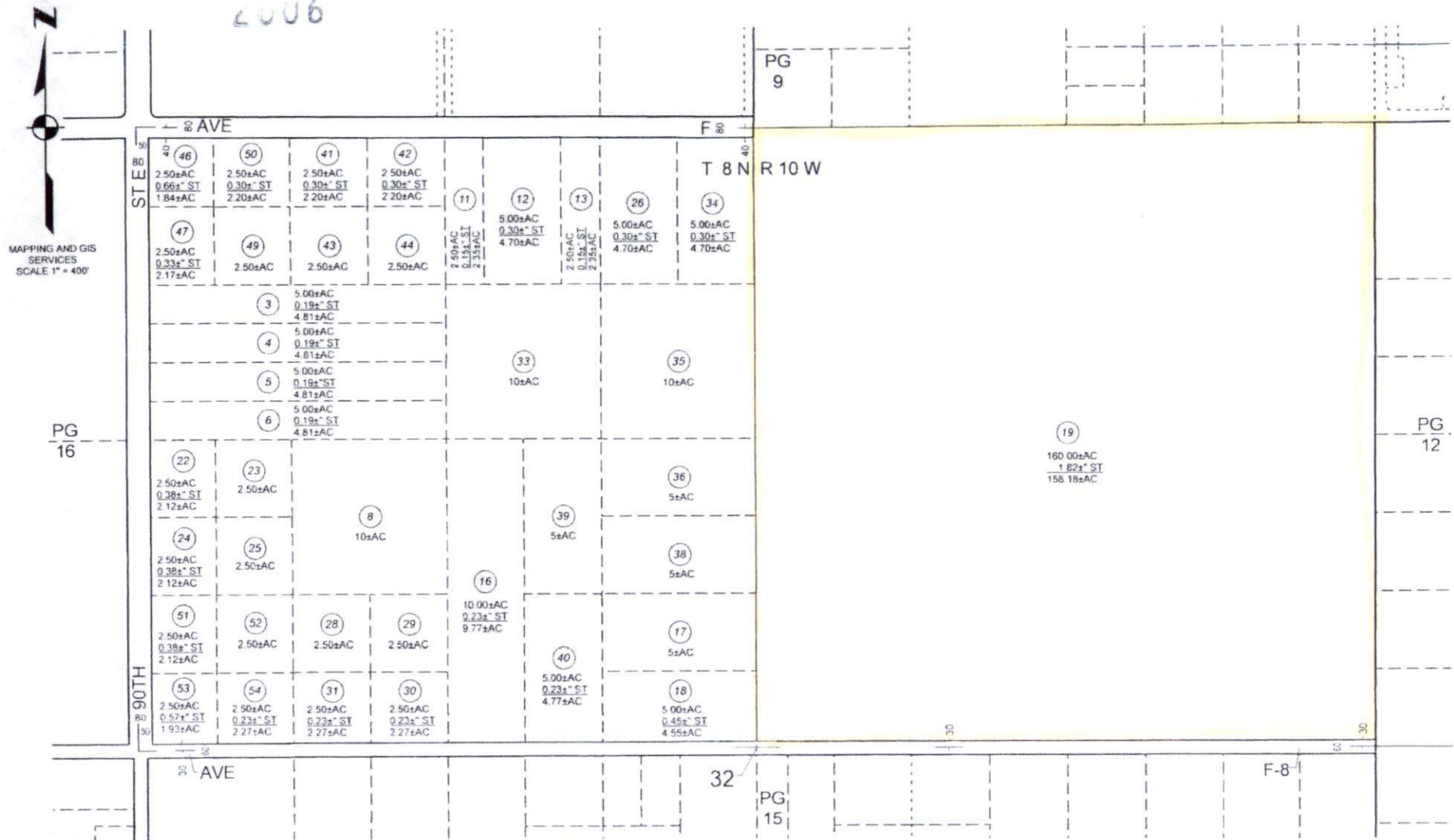
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OFFICE OF THE ASSESSOR  
COUNTY OF LOS ANGELES  
COPYRIGHT © 2002









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E 1" = 400'	

TRANSFEROR'S MAP # 3 OF 3

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741028401  
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T. 7 N., R. 11 W.

CODE  
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3447

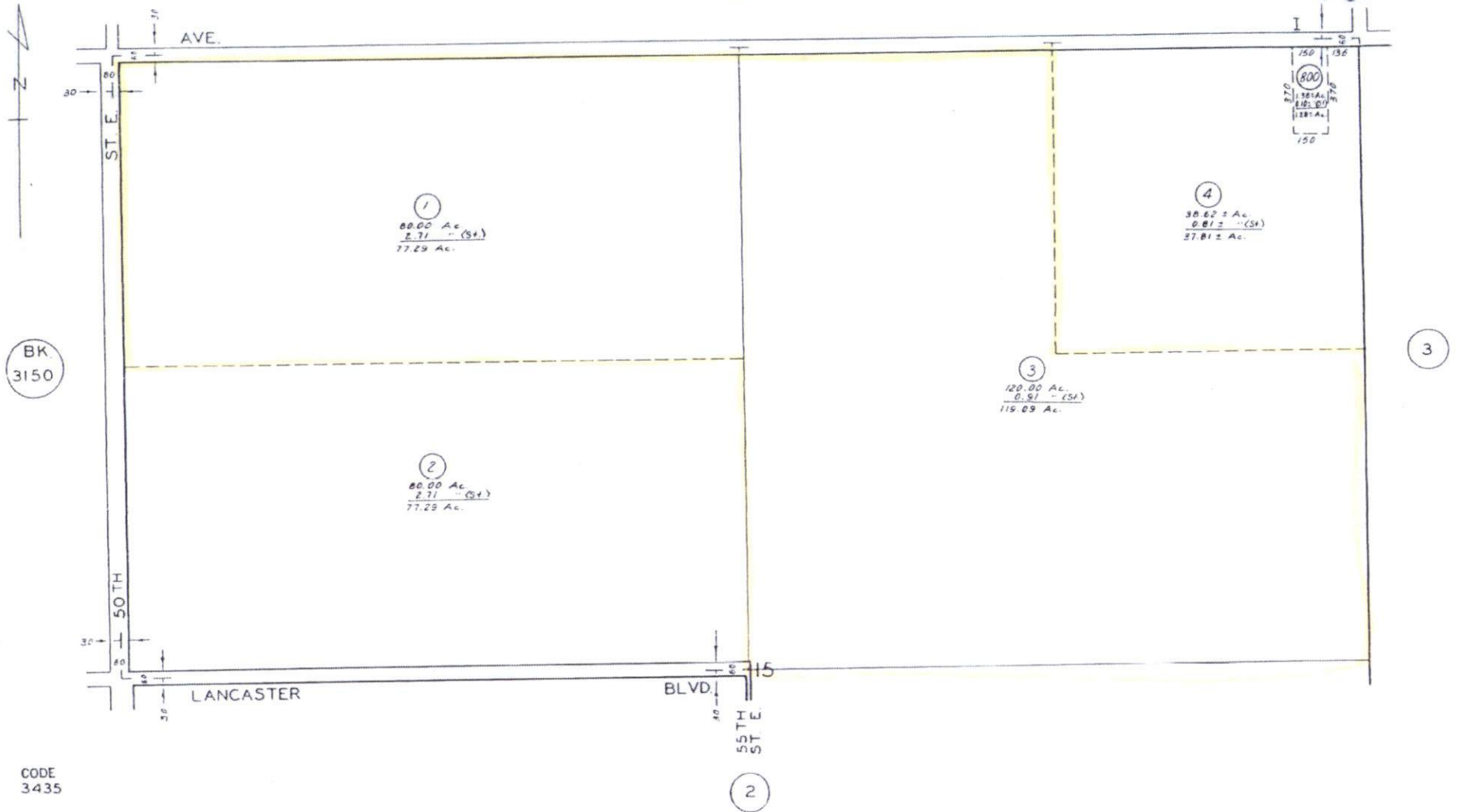
FOR PREV. ASSM'T. SEE:  
3156-18

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

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E 1" = 400'

# TRANSFEEES MAP #1 of #1

BK.  
3382



CODE  
3435

FOR PREV. ASSM'T SEE:  
3156-2

T. 7 N., R. 11 W.

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

# EXHIBIT “F”

**RESOLUTION NO. R-23-27**

**APPROVING APPLICATIONS FOR TRANSFERS PURSUANT TO THE TERMS OF  
THE JUDGMENT; ATTACHED EXHIBIT A**

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

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

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

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

WHEREAS, the Watermaster Engineer has reviewed all the applications listed on attached Exhibit A and has made the appropriate findings that all conditions for transfers under the Judgment and the Rules and Regulations have been satisfied, and that no Material Injury will result from the proposed transfers; and

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

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

**I certify that this is a true copy of Resolution No. R-23-27 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held May 24, 2023, in Palmdale, California.**

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

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

ATTEST: \_\_\_\_\_  
Jessica Alwan – Secretary



**Exhibit A Attachment to  
Resolution No. R-23-27  
Approving Applications for Transfers  
Pursuant to the Terms of the Judgment**

<b>Original Producer</b>	<b>Transferee</b>	<b>Type of Transfer</b>	<b>Amount</b>	<b>Original Parcel(s) (APN#)</b>	<b>Parcels Water Transferred to (APN#)</b>
High Desert Dairy LLC	Craig and Marta Van Dam	Permanent Production Right	500 (AF)	3307-014-019; 3382-017-015; 3382-018-026	3384-001-001; 2284-001-003



March 6, 2023

Robert Parris, Chair  
Antelope Valley Watermaster Board

Re: High Desert Dairy, LLC, to Craig and Marta Van Dam

Watermaster Board:

High Desert Dairy, LLC, (High Desert Dairy) would like to transfer 500 acre-feet (AF) of permanent Production Rights to Craig and Marta Van Dam. This transfer is a distribution from the company, High Desert Dairy, to an individual member of the company, Craig Van Dam.

High Desert Dairy has 1,817 AFY in permanent Production Rights, which it received from the *Van Dam Family Trust – 1996/High Desert Dairy* split of rights in 2020. In total, 3,215 AFY of permanent production rights were split between four parties, and the Rampdown was split proportionally between the parties. This split of rights, which also transferred 466 AFY to Craig and Marta Van Dam, is detailed below.

Transferor	Transferee	Type of Transfer	Amount (AFY)	Original Parcel(s) (APN#)	Parcels Water Transferred to (APN#)	Type of Permanent Right Transferred	Voting Rights after Transfer
Van Dam Family Trust - 1996; High Desert Dairy	High Desert Dairy LLC	Split up Production Rights (3,215 AF total)	1817	3307-014-019 3382-017-015 3382-018-026 3307-014-019 3382-017-015 3382-018-026 3382-011-009 3382-011-010 3386-028-012 3386-028-013 3386-028-014 3386-028-015 3220-006-097 3302-024-003 3302-031-003 3302-024-903	3307-014-019 3382-017-015 3382-018-026	Exhibit 4 Production Right	No Change- Exhibit 4
	Gary Van Dam (Including Sonrise Ranch)		466		3307-014-019 3382-017-015 3382-018-026 3382-011-009 3382-011-010 3386-028-012 3386-028-013 3386-028-014 3386-028-015	Exhibit 4 Production Right	No Change- Exhibit 4
	Craig & Marta Van Dam		466		3220-006-097	Exhibit 4 Production Right	No Change- Exhibit 4
	Nick & Janet Van Dam		466		3302-024-003 3302-031-003 3302-024-903	Exhibit 4 Production Right	No Change- Exhibit 4

Craig and Marta Van Dam have 946 AF of Permanent Production Rights, including rights transferred in the split of rights discussed above.<sup>1</sup>

High Desert Dairy has six wells on the three parcels in the Central Antelope Subarea, shown in yellow on **Figure 1**. Annual production decreased from 6,266 AF in 2017 to 2,232.18 AF in 2021. Craig and Marta Van Dam own two agricultural wells on the two parcels shown in purple in **Figure 1**. Their parcels are also in the Central Antelope Subarea and about 1.4 miles west of the High Desert Dairy parcels. Their annual production has ranged from 0 to 158 AFY since 2018. Both parties produce water for agricultural use.

Hydrographs in **Figure 2** show that water levels are, for the most part, steady near the parcels for both Parties. USGS Well #80301 shows declining water levels in the late 1990s to the mid-2000s with relatively stable water levels since 2018. Water levels in the USGS Well #01301, adjacent to the High Desert Dairy parcels show increasing water levels. In general, water levels near Craig and Marta Van Dam's parcels have been stable since at least 2016.

This transfer results in a shift of location of water production within the same Subarea where water levels are generally stable. Without an increase in overall production in the area, no impacts are anticipated to local water levels, or groundwater in storage. In addition, no impacts are expected to water quality, local recharge, or inelastic land subsidence. Based on the information provided, Todd Groundwater finds the potential for Material Injury as defined in the Judgment negligible.

Sincerely,

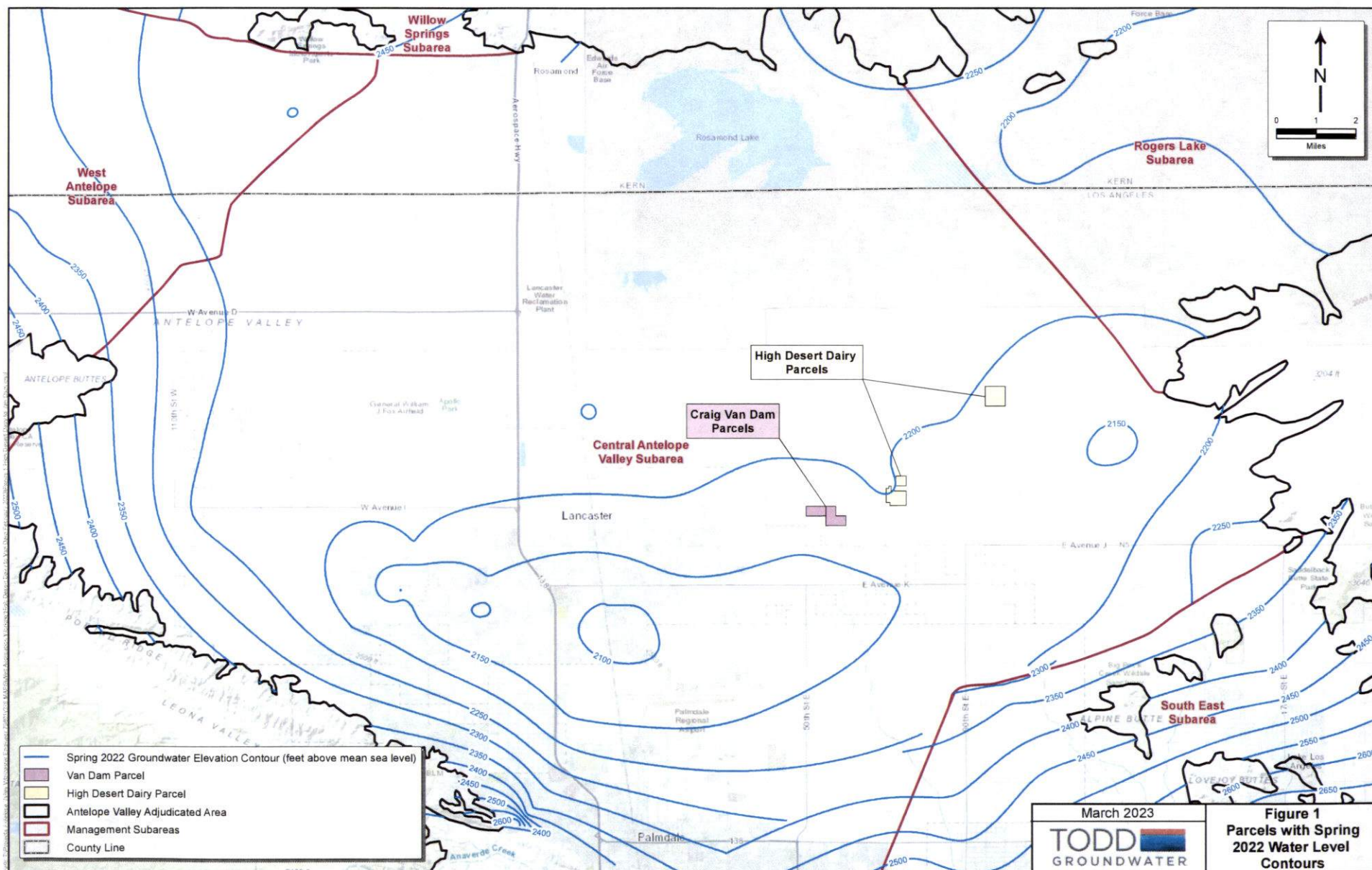


Phyllis S. Stanin, P.G., C.Hg.

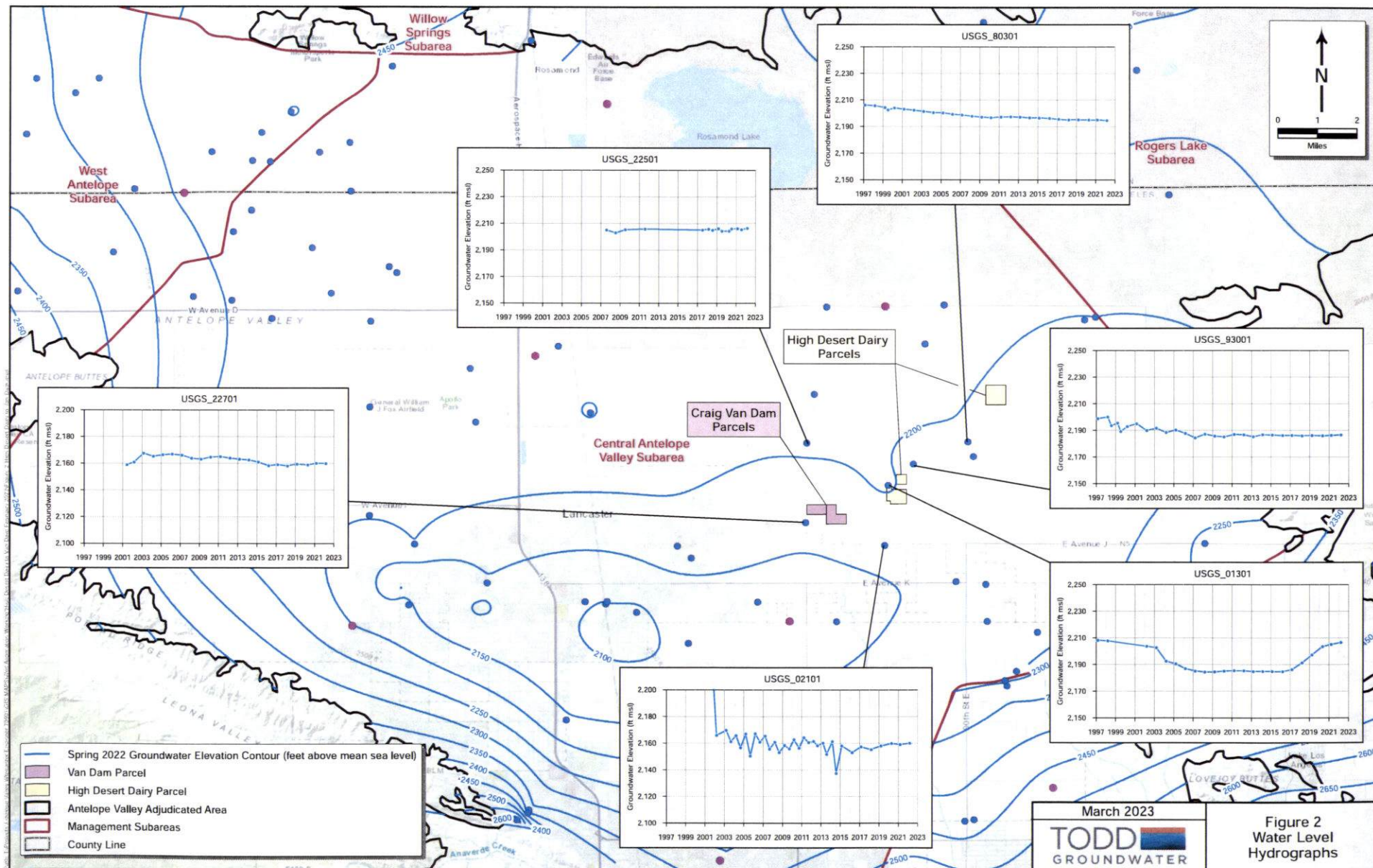
Todd Groundwater, Antelope Valley Watermaster Engineer

<sup>1</sup> In addition to the 466 AFY received in the *Van Dam Family Trust – 1996; High Desert Dairy Split of Rights* in 2020, Craig and Marta Van Dam received 610 AFY in a Split of Rights Transfer from *Van Dam: Craig Van Dam, Marta Van Dam, Nick Van Dam, Janet Van Dam* in 2018. In 2020 they transferred 126 AFY of Permanent Production Rights to Calandri Farms and another 125 AFY in 2021. In 2021 they also transferred 1 AFY to *White Fence Farms MWC No 3* and 1 AFY to 40<sup>th</sup> Street East Water Group. In 2023 they transferred 1 AFY to Antelope Valley Groundwater Club to Craig and Marta Van Dam Transfer









# TRANSFER REQUEST FORM

## ANTELOPE VALLEY WATERMASTER

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

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TEMPORARY/ONE-TIME TRANSFER? Yes or ☒ No

Permanent Amount 500 acre-feet Temporary/One-time Amount \_\_\_\_\_ acre-feet

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

Date Requested September 23, 2022

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

### TRANSFER FROM (SELLER/TRANSFEROR):

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City Lancaster State California Zip Code 93535

Phone 661-946-1630 email \_\_\_\_\_

APN#(s) where transfer originates (i.e., production well location(s)) 3307-014-019; 3382-017-015; 3382-018-026

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City Lancaster State California Zip Code 93536

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

Note: Legal notices under the Judgment will be sent to the above email address. You are required to keep this information up to date. Please notify the Watermaster of any changes.

APN#(s) (or water supply service area) where transfer will be pumped and used 3384-001-001; and 3384-001-003

### Purpose of Transfer:

- ☐ Permanent Transfer resulting from Property Sale/Transfer [PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT]
- ☐ Additional Source of Water
- ☒ Other, explain Distribution from Company to an Individual Member of Company

### Water Is to be Transferred from/to: (transferred water retains its original water type):

- ☐ Current Year Production Right: amount \_\_\_\_\_ acre-feet
- ☐ Carry Over Water: amount \_\_\_\_\_ acre-feet
- ☐ Storage: amount \_\_\_\_\_ acre-feet
- ☒ Other, explain Permanent Overlying Production Rights of 500 acre feet effective 12/31/2022



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

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

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

If yes, please explain: \_\_\_\_\_

Please provide groundwater elevations in the areas affected by the transfer. \_\_\_\_\_

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

If yes, please explain: \_\_\_\_\_

**MAPS**

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

**SECURITY INTEREST OR LIENHOLDERS**

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7. The Transfer Request Form must bear the notarized signatures of both the transferor and the transferee.

**SIGNATURES**

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

Signature of Transferor See Attached Date \_\_\_\_\_

Signature of Transferee See Attached Date \_\_\_\_\_

To be completed by the Watermaster:

Watermaster Engineer Approval Phyllis L. Stanim Date 3/07/2023

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



**Signature of Transferor:**

HIGH DESERT DAIRY, LLC, a California limited liability company

Dean Van Dam  
By: Dean Van Dam, Member

9/20/2022  
Date

Craig Van Dam  
By: Craig Van Dam, Member

9-23-22  
Date

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STATE OF New Mexico

COUNTY OF Curry

On 9-20-2022, before me, Naomi Wall, a Notary Public, personally appeared DEAN VAN DAM, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Naomi Wall (Seal)

STATE OF NEW MEXICO

NOTARY PUBLIC

Naomi Wall

Commission No. 1114613

July 20, 2024

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STATE OF CALIFORNIA

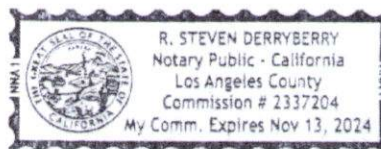
COUNTY OF LOS ANGELES

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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: R. Steven Derryberry (Seal)



**Signature of Transferee:**

Craig Van Dam  
By: Craig Van Dam

9-23-22  
Date

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STATE OF CALIFORNIA

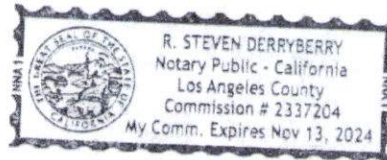
COUNTY OF LOS ANGELES

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

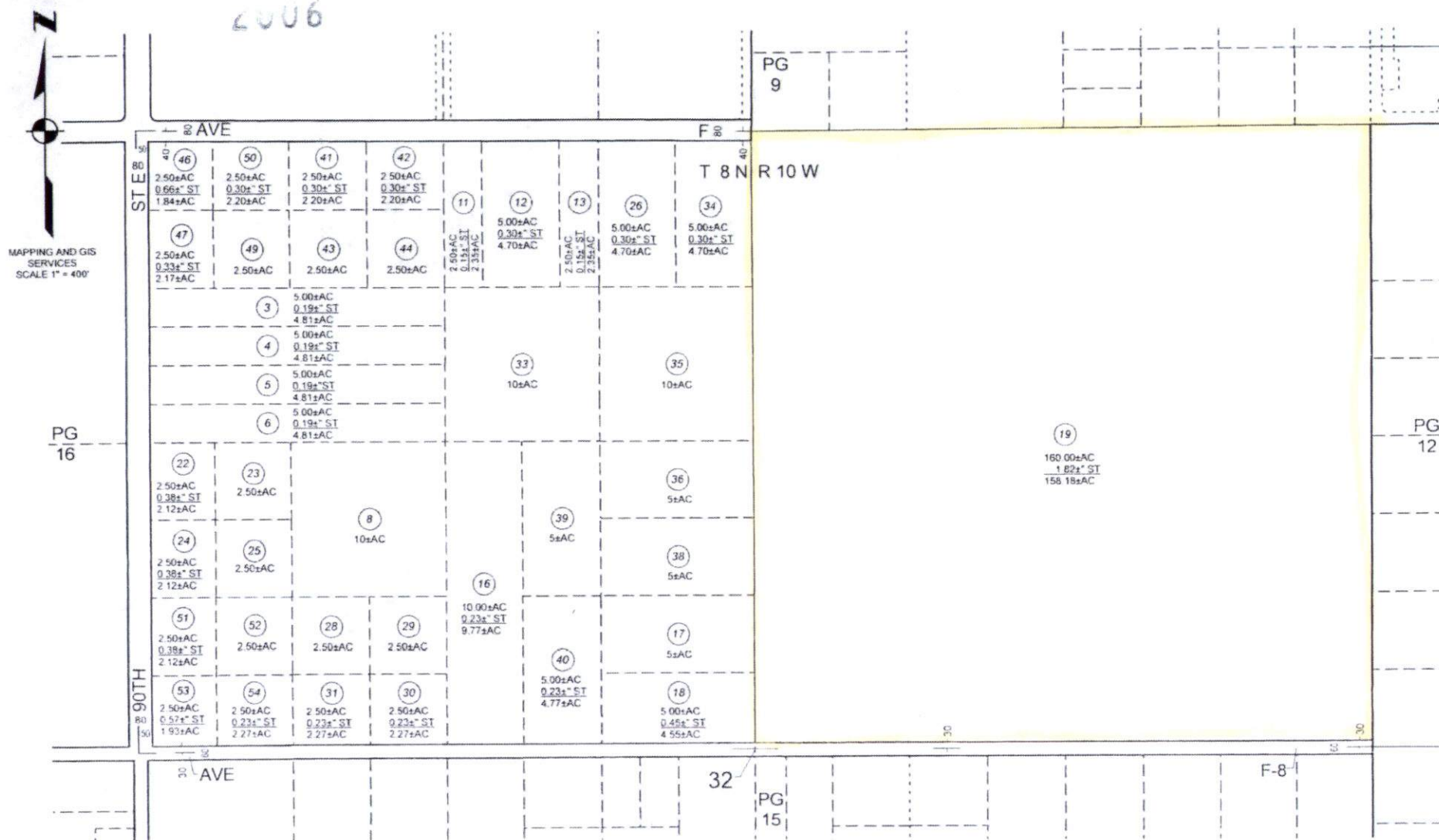
WITNESS my hand and official seal.

Signature: R. Steven Derryberry (Seal)



TRANSFEROR'S MAP #1 of #3

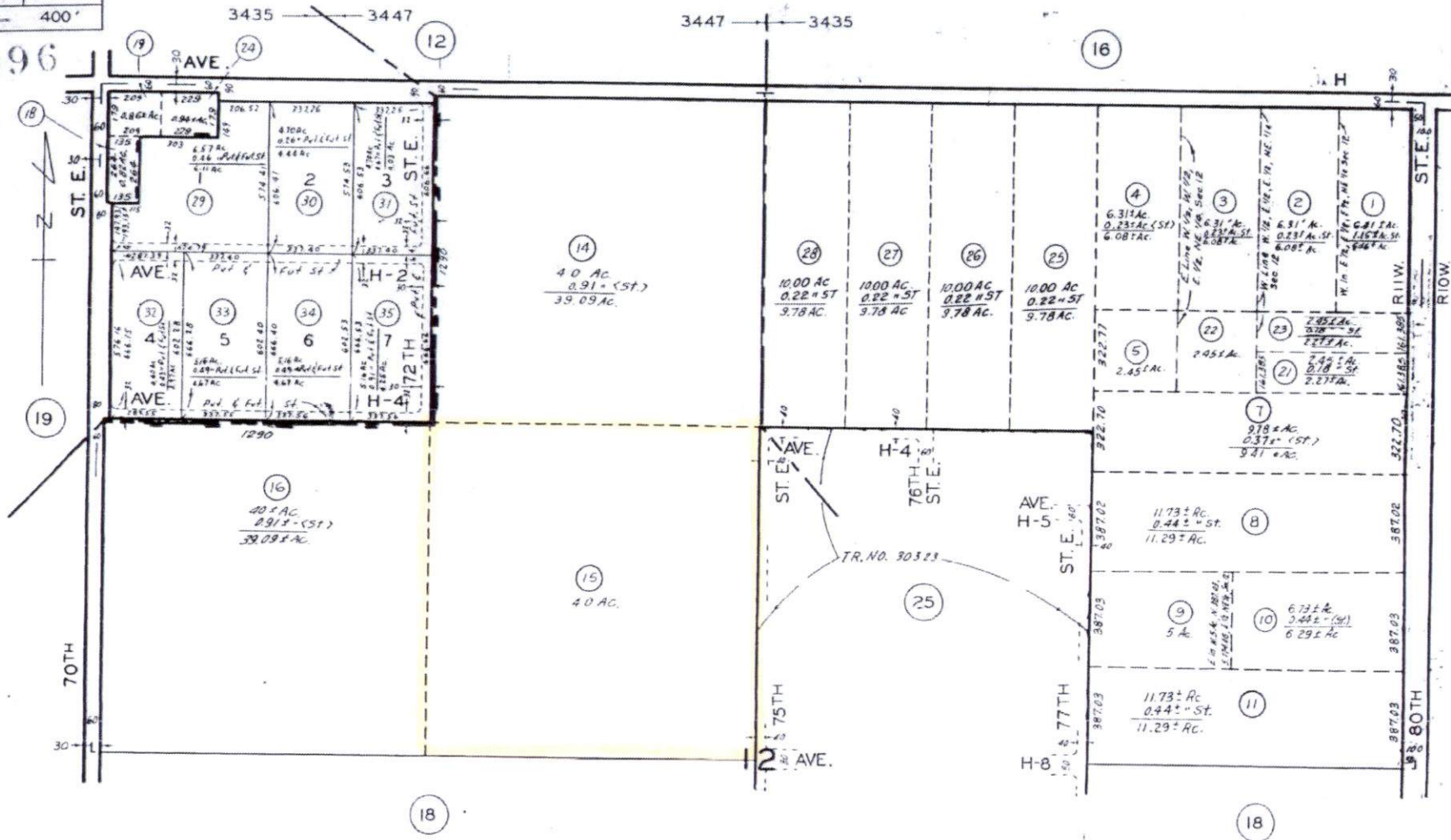
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3-7-66

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750184  
760802801  
770608814  
83021408-85  
860708807-84  
95122002001001-41



All of lots 1 thru 7, Tract 51085 are subject to flood hazard.

TRACT NO. 51085  
M.B. 1214-49-52

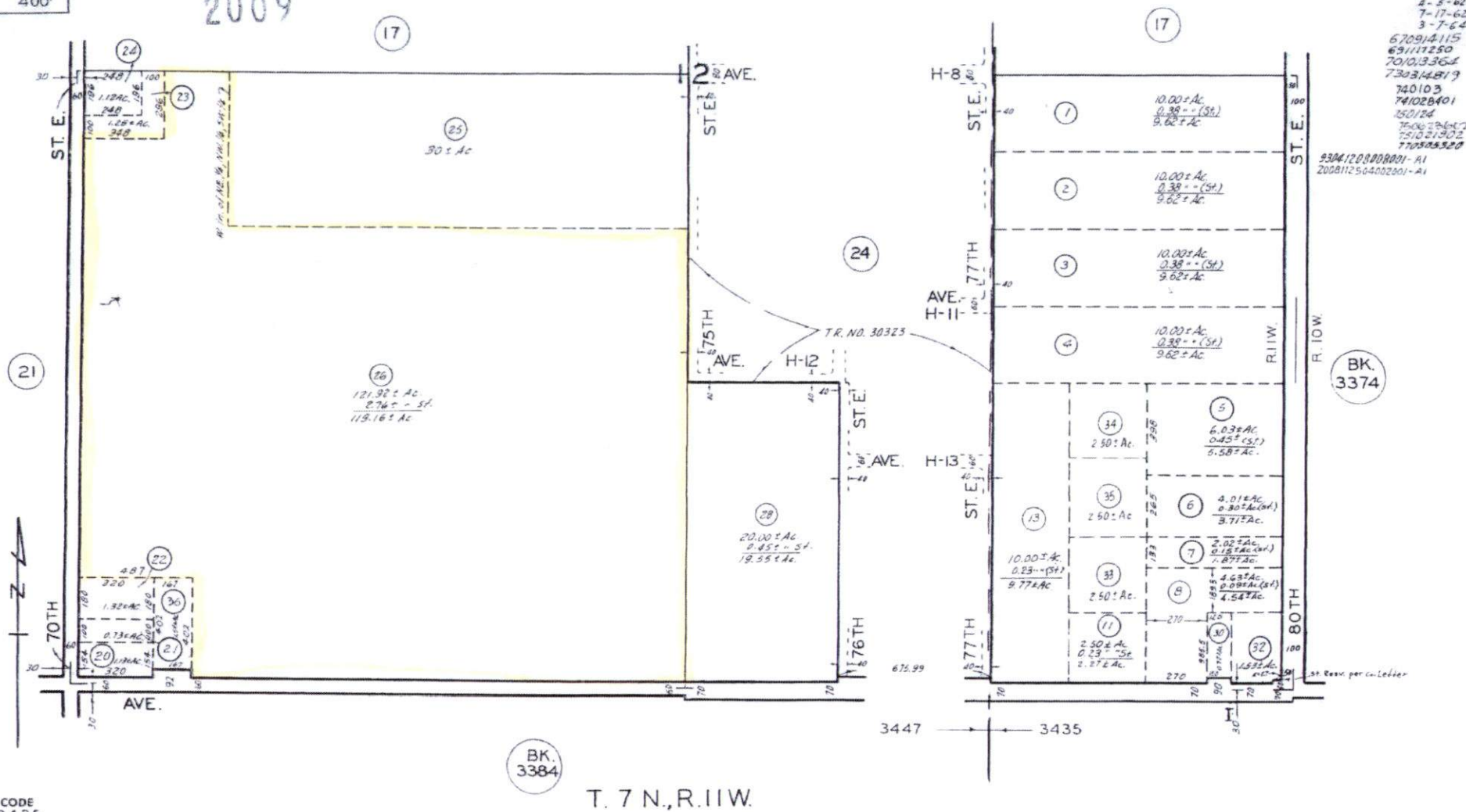
ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.



382 18  
E 1" = 400'

## TRANSFEROR'S MAP # 3 OF 3

2009



CODE  
3435  
3447

FOR PREV. ASSM'T. SEE:  
3156-18

T. 7 N., R. 11 W.

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

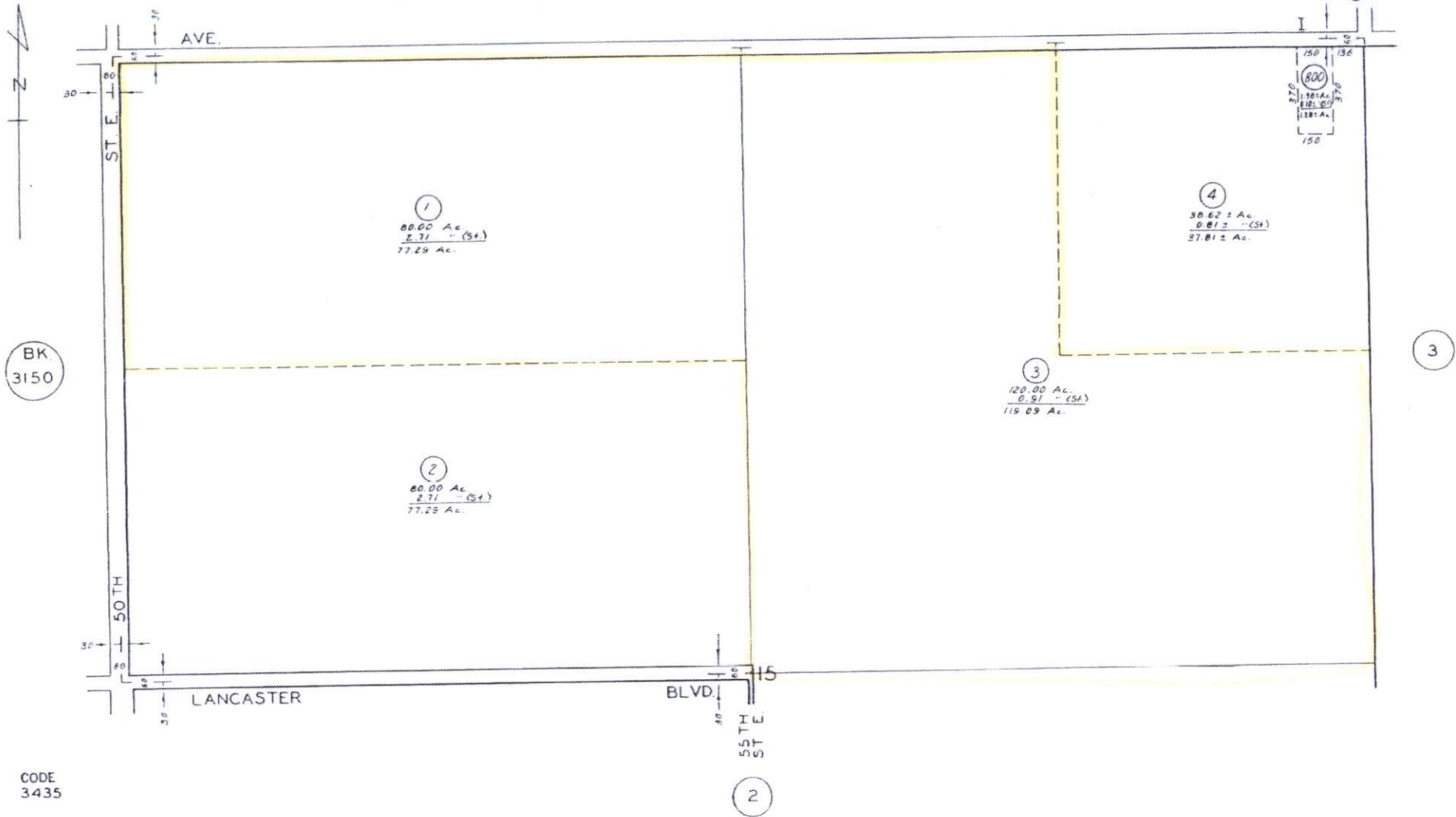
REVISED  
11-4-51  
3-23-61  
2-15-61  
4-5-62  
7-17-62  
3-7-64  
670914115  
691117250  
701013361  
730314819  
740103  
741028401  
750124  
750629617  
751021902  
770309520  
9304120000001-A1  
2008112504002001-A1

BK.  
3374

84 | 1  
E 1" = 400'

# TRANSFEEE'S MAP #1 of #1

BK.  
3382



CODE  
3435

FOR PREV. ASSM'T SEE:  
3156-2

T. 7 N., R. 11 W.

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

# EXHIBIT “G”

March 21, 2023

AV Watermaster Board of Directors

Craig Parton, Price, Postel & Parma LLP

Phyllis Stanin, Todd Groundwater

Jim Beck, Hallmark Group

Delivery via email 3/21/23

**RE: March 22, 2023 Agenda Item 12.f. R 23-27.**

**500 (AF) Transfer-High Desert Dairy LLC to Craig and Marta Van Dam**

Dear AV Watermaster Board of Directors:

I, Gary Van Dam, equal member of High Desert Dairy LLC, am rejecting the validity of the above mentioned transfer. The requested transfer is in direct conflict with several Articles in the High Desert Dairy LLC Operating Agreement. There is no written agreement for the distribution of any water rights to be distributed to any Members of the High Desert Dairy LLC. The gift of 500 Acre Feet from High Desert Dairy LLC has not been discussed at a Noticed or Regular Meeting and has been hidden from Gary Van Dam. Therefore, this transfer is not valid. Craig Van Dam and Dean Van Dam are misrepresenting their right and authority to speak on behalf of High Desert Dairy LLC in the distribution of a major asset of the corporation.

The Operating Agreement states:

**3.2 Company Powers** – The Company has the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes and business described above and **the Company's protection and benefit.**

**5.1(c) Allocations and Distributions** – Each decision as to the timing, form and amount of distributions must be made by all the Members.

**6.1(c) Management** – Each of the parties to the Agreement covenants with the others that it will at all times execute documents, consents and other instruments and act and cast, or cause or direct the casting of votes, and cause its nominee or nominees to so act and/or vote, to the extent permitted by law, as may be necessary or desirable to give full and proper effect to all the terms and provisions and the intentions of this Agreement and in particular, without limiting the generality of the foregoing, to enable any transfers of Membership Interests permitted or required under this Agreement to be made. Each of the parties to this Agreement agrees that violation on its part of this covenant entitles any of the Members to the remedy of specific performance and to an injunction from any court of competent jurisdiction to prevent any breach of this covenant or any other covenant contained in this Agreement and to restrain any further violation of the covenant.

6.4 Other Matters Concerning Members – Each Member severally represents and warrants to each other Member and to the Company that it is acquiring its interest in the Company for its own account for investment and not with a view to the distribution of it or with any present intention of distributing the interest, in each case, in violation of applicable securities laws.

For the above reasons, I am requesting a Continuance.

In the event this transfer is approved, AV Watermaster will assume the responsibility for a fraudulent transfer. AV Watermaster will be financially liable for the Value of the 500 Acre Feet, any Carryover Water and/or Pumped Water due to transferring a Corporate Asset without proper documentation and approvals. This will also include the loss of production of 500 acres of Dairy feed for the purpose of the High Desert Dairy LLC.

The Watermaster should not be put in the position to judge these documents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Van Dam", written in a cursive style.

Gary Van Dam

High Desert Dairy LLC - Member



# EXHIBIT “H”



**DERRYBERRY** ||| & ASSOCIATES LLP  
ATTORNEYS AT LAW

41240 11<sup>TH</sup> STREET WEST, SUITE A  
PALMDALE, CA 93551  
TEL: (661) 945-6115 FAX: (661) 948-4772  
INFO@DERRYBERRYLAWYERS.COM

R. STEVEN DERRYBERRY  
KIMBERLY R. ROSE-MCCASLIN  
ALEXANDER L. MASSARI

April 14, 2023

Craig A. Parton  
Price, Postel & Parma LLP  
200 E. Carrillo Street, Suite 400  
Santa Barbara, CA 93101

**Re: Antelope Valley Watermaster Transfer of 500 Acre Feet between HIGH  
DESERT DAIRY, LLC and CRAIG VAN DAM**

Dear Mr. Parton:

The remaining members of High Desert Dairy, LLC, a California limited liability company, (also the "Company") have asked that I respond to the letter delivered to the Antelope Valley Watermaster by member Gary Van Dam relative to the pending Transfer Request of 500 acre feet by High Desert Dairy, LLC, to Craig Van Dam. I am in receipt of Gary Van Dam's letter to the Antelope Valley Watermaster of March 21, 2023, which we understand prompted the tabling of any decision on the transfer request. This letter is intended to address the points raised by Gary Van Dam in said letter.

As a matter of history, on February 4, 2020, all of the members of High Desert Dairy, LLC, met at the accountancy offices of Genske, Mulder & Company, LLP, in Ontario, California. At the meeting, the members discussed at length the return of capital of various assets of High Desert Dairy, LLC, to the owners along with the continued operations of the Company. The resolution of that meeting, in part, included that Craig Van Dam was to receive the 500 acre feet of water rights from High Desert Dairy, LLC. Additionally, on that February 4, 2020, meeting, Craig Van Dam received a transfer of real property in Imperial County executed by Craig Van Dam and Dean Van Dam (I note said transfer has been conveyed and recorded). From that meeting other assets, including cattle, were transferred to Dean Van Dam. Thus, the pending transfer of the 500 acre feet to Craig Van Dam was approved unanimously at this meeting in the presence of High Desert Dairy, LLC's accountant Chris Garnier.

While Gary Van Dam has now voiced his objection to said return of capital, pursuant to the Operating Agreement of the company, which was previously supplied to the Antelope Valley Watermaster, his new objection is now moot. Contrary to Gary Van Dam's assertion, the transfer of the pending water rights to Craig Van Dam is not a distribution of profit (which admittedly requires unanimous consent of the members pursuant to Section 5.1 of the Operating Agreement of the Company) but a return of capital. Pursuant to Section 4.4 of the Operating Agreement of High Desert Dairy, LLC, a return of capital can only be done with the consent of a

April 14, 2023  
Craig A. Parton  
Page 2

Majority of the Members. With each of the three members of the LLC carrying a one-third (1/3<sup>rd</sup>) equal membership interest, the distribution to Craig Van Dam of the pending water transfer only requires the vote of two members. Hence, the signatures of Craig Van Dam and Dean Van Dam to the pending water transfer are all that is needed to convey the water rights before the Antelope Valley Watermaster.

Section 6.1(b) of the Operating Agreement of the Company provides that "the vote or consent of the Members means the vote or consent of holders of a majority of the Membership Interest. Any Member exercising management powers or responsibilities is deemed to be a manager..." As such, the signatures and consents of two of the three members of the Company provides the Company's consent to the application to transfer the water from the Company to Craig Van Dam.

For the aforementioned reasons, the transfer from High Desert Dairy, LLC, to Craig Van Dam of 500 acre feet should be approved by the Antelope Valley Watermaster.

Should you have any further questions or concerns, please do not hesitate to contact my office.

Very truly yours,

DERRYBERRY & ASSOCIATES LLP

By:



R. STEVEN DERRYBERRY  
Attorney at Law

# EXHIBIT “I”



**Richard Marcus**

---

**From:** Richard Marcus  
**Sent:** Wednesday, May 24, 2023 2:08 PM  
**To:** cap@ppplaw.com  
**Subject:** Fwd: Antelope Valley Watermaster Transfer of 500 Acre Feet between High Desert Dairy, LLC and Craig Van Dam  
**Attachments:** attachment 5.23.23.pdf

Begin forwarded message:

**From:** Richard Marcus <richard@attorneyrichardmarcus.com>  
**Date:** May 23, 2023 at 3:51:00 PM PDT  
**To:** "Craig Van Dam (avfarming@yahoo.com)" <avfarming@yahoo.com>, avfarming1@yahoo.com  
**Subject:** FW: Antelope Valley Watermaster Transfer of 500 Acre Feet between High Desert Dairy, LLC and Craig Van Dam

FYI

---

**From:** Richard Marcus  
**Sent:** Tuesday, May 23, 2023 3:50 PM  
**To:** cap@ppp.com; Rsaperstein@bhfs.com; Steven Derryberry <Steven@derryberrylawyers.com>; info@dewberrylawyers.com  
**Subject:** Antelope Valley Watermaster Transfer of 500 Acre Feet between High Desert Dairy, LLC and Craig Van Dam

Craig A. Parton, Esq.  
Price Postel & Parma LLP  
200 E. Carillo Street, Suite 400  
Santa Barbara, CA 93101

Re: Antelope Valley Watermaster Transfer of 500 Acre Feet between High Desert Dairy, LLC and Craig Van Dam

Dear Mr. Parton:

Please be advised that this office has been retained to represent Craig Van Dam with regard to the issue of the above referenced transfer request. I include herewith a declaration under penalty of perjury signed by Mr. Garnier, the accountant who attended the meeting between all three Van Dam siblings which took place on February 4, 2020 where it was unanimously agreed that 500 acre feet would be transferred from High Desert Dairy, LLC to Craig Van Dam as a return of capital.

I also include herewith minutes of the meeting signed by Craig and Dean Van Dam and approved by Mr. Garnier confirming, amongst other things, the transfer of the 500 acre feet of water to my client as a return of capital.

Please let this letter also formally serve as notice that my client has agreed to sign a "standard" indemnification agreement that would personally indemnify the Antelope Valley Watermaster and any other necessary parties from any and all claims of Gary Van Dam regarding the transfer.

A limited liability company is a member-managed liability company unless the articles of organization contain a statement to the effect that the limited liability company is to be manager-managed. Corp. Code, § 17704.07, subd. (a). In a member-managed liability company, the management and conduct of the limited liability company are vested in the members. Corp. Code, § 17704.07, subd. (b)(1). Except as otherwise provided, each member has equal rights in the management and conduct of the limited liability company's activities including equal voting rights. Corp. Code, § 17704.07, subd. (b)(2). A difference arising among members as to a matter in the ordinary course of the activities of the limited liability company must be decided by a majority of the members. Corp. Code, § 17704.07, subd. (b)(3).

High Desert Dairy, LLC is a member managed LLC. Paragraph 6. of the amended and restated Operating Agreement ("Operating Agreement") of HIGH DESERT DAIRY, LLC made effective January 1, 2017 provides as follows:

6. Management and Operation of Business

6.1 Management

(a) Gertrude shall be the manager of the everyday operations of the Company, however, Gertrude may delegate tasks and duties to the other Members from time to time.

(b) Otherwise, the Company's management of the Company is vested in the Members. **For purposes of this Agreement, unless otherwise expressly stated, the vote or consent of the Members means the vote or consent of holders of a majority of the Membership Interests.** Any Member exercising management powers or responsibilities is deemed to be a manager for purposes of applying the provisions of the LLCL, unless the context otherwise requires. The Members have and are subject to all of the duties and liabilities of managers provided in the LLCL. Pursuant to the LLCL, no formal meeting or written consent of the Members is required to make decisions or to take actions on behalf of the Company. [emphasis added].

Thus, pursuant to the CA Corporation Code, and the Operating Agreement, because High Desert Dairy is a member managed LLC, a majority vote is required for the LLC to take action in the event of a disagreement between its members.

Further, Paragraph 4.4 of the amended and restated Operating Agreement ("Operating Agreement") of HIGH DESERT DAIRY, LLC made effective January 1, 2017 provides as follows:

Except as provided in Section 11.1 of this Agreement, no Member has the right to withdraw any portion of the Member's Capital Account **without the consent of a Majority of the Members**. In accordance with the LLCL, a Member may, under certain circumstances, be required to return to the Company, for the benefit of the Company or the Company's creditors, amounts previously wrongfully distributed to the Member. [emphasis added].

All three members approved of the transfer to Craig Van Dam on February 20, 2020. A deed to reconvey real property was delivered to my client as part of this agreement. Gary Van Dam cannot pick and choose the portions that are acceptable after partial performance of that agreement.

However, even if Gary were to take the position that he never consented to the transfer at the meeting of February 4<sup>th</sup>, 2020, pursuant to Code, Paragraph 6 and paragraph 4.3 of the Operating Agreement, a majority vote is all that is needed to effectuate the transfer. Despite what Gary may argue, he would not have the unilateral authority as "manager" to decide this issue.

While Paragraph 5.1(b) of the Operating Agreement provides that: "Each decision as to the timing, form and amount of "distributions" must be made by all the Members.", this provision of the agreement pertains to the distribution of **profit**, and not a return on capital. A return on capital requires a majority vote under Sections 6. and 4.4.

In conclusion, all three brothers unanimously voted and approved the transfer of the 500 acre feet to Craig Van Dam on February 4<sup>th</sup>, 2020. To the extent that Gary has had a change of mind, because the transfer of water rights was only a portion of the agreement reached between the parties, the entire agreement would have to be unwound in order for it to be rescinded.

*Assuming arguendo* that Gary never consented to the transaction, under the Cal. Corporation Code, and the Operating Agreement, a majority vote is all that is needed regarding a return on capital. Inasmuch as my client is willing to indemnify the Antelope Valley Watermaster, and a proper application is currently before the Watermaster, it is respectfully requested that the transfer be approved and effectuated.

Thank you for your kind attention.

Very truly yours,

Richard A. Marcus, Esq.

CC: [info@dewberrylawyers.com](mailto:info@dewberrylawyers.com) (R. Steven Dewberry, Esq.)  
[Rsaperstein@bhfs.com](mailto:Rsaperstein@bhfs.com) (Robert J. Saperstein, Esq.)

This e-mail message contains information that may be confidential and privileged. Unless you are the addressee or authorized to receive messages for the addressee, you may not use, copy, or disclose this message or any information contained in it to anyone. If you have received this message in error, please advise the sender by reply e-mail and delete this message.

Please be advised that emails may not be reviewed on a regular and frequent basis. If you do not receive a timely response to a sent email, please contact us by phone or other means to ensure receipt of your email. There shall be no inference that your email has been seen within any proximity to its

transmittal. In accordance with CCP sections 1013(e) & 1010.6(a)(2)(A)(ii) and CRC, Rule 2.231(b), emails are not sufficient for ex parte notice.

Nothing in this message should be interpreted as a digital or electronic signature that can be used to authenticate a contract or other legal document. Thank you.

**PLEASE NOTE THAT WE HAVE MOVED TO SUITE 205:**

Richard A. Marcus, Esq.  
Law Offices of Richard A. Marcus  
28494 Westinghouse Place, Suite 205  
Valencia, CA 91355  
(661) 257-8877  
Fax: (661) 775-9423



**MINUTES OF THE SPECIAL MEETING OF THE MEMBERS OF  
HIGH DESERT DAIRY, LLC**

The special meeting of the members of HIGH DESERT DAIRY, LLC, a California limited liability company ("the Company"), was held at the offices of Genske, Mulder & Company, LLP at 4150 E. Concourse, Ste. 250, Ontario, California 91464, the 4<sup>th</sup> Day of February, 2020.

The following members of the Company were present, comprising of all of the members of the Company:

**GARY VAN DAM  
CRAIG VAN DAM  
DEAN VAN DAM**

Also present by previous invitation of the members was **Chris Garnier, CPA**.

The members conducted the meeting to address the financial status of the Company, the return of capital of various assets to the members and general business of the Company.

All of the members were present and consented to the holding of the meeting.

The members discussed in detail the return of capital of various assets of the Company. After lengthy discuss on the division of capital assets to the members of the Company, attached hereto is a spreadsheet comprising the return of capital of assets on the books of the Company. The members approved and executed a deed to convey real property which was agreed to be conveyed to an assignee company of Craig Van Dam, namely Imperial County APNs 202-180-009, 020-180-022, 020-180-023, 035-030-005, 020-120-011, 020-180-025, 020-80-029 and 020-180-030, with said deed delivered to Craig Van Dam.

The members agreed to convey the remaining properties or assets of capital to the members thereafter pursuant to the attached schedule of assets.

After approximately four (4) hours of discussion of business between the members of the Company, the meeting was adjourned.

  
CRAIG VAN DAM

  
DEAN VAN DAM

Approved:

  
CHRIS GARNIER, CPA

High Desert DairyProposed  
Craig

Westmorland Property  
500 Acre Feet Water @ \$4,500  
Loan Receivable - Craig

Market Value

6,000,000.00

6,000,000.00

Dean

Pool Quota  
Notes & Cash  
6 Lots Division  
300 acre feet water @ \$4,500  
Cows and Heifers  
Carryover Water (1,000 @ \$250)  
Loan Receivable - Dean

1,238,040.00

1,050,000.00

450,000.00

2,000,000.00

4,738,040.00

Gary

Dairy Land and Facility  
Dairy Equipment  
House Ave E  
10 acres Dump  
Grown Property  
Cows and Heifers  
Feed inventory - 12/31/19  
Investment in growing crops  
CDI  
CDI Production base  
Farm Credit Stock  
Accounts receivable  
Payables  
Loan Receivable - Gary  
Carryover Water (3,750 @ \$250)  
Water Balance

2,500,000.00

850,500.00

-

1,000,000.00

1,249,162.00

1,390,000.00

250,000.00

92,500.00

-

2,000.00

800,000.00

(800,000.00)

-

-

-

10,401,200.00

21,139,240.00

Cost

5,197,000.00

1,019,510.23

1,574,091.99

148,093.00

12,500.00

917,302.00

12,939,507.22

Accumulated  
Depreciation

(481,803.00)

(732,276.75)

(1,271,004.48)

(151,550.64)

(85,200.00)

(2,721,834.87)

Net cost

5,197,000.00

287,233.48

303,087.51

(3,457.64)

12,500.00

832,102.00

10,217,672.35

Liabilities

690,000.00

293,000.00

2,720,000.00

92,000.00

40,000.00

3,835,000.00

Net  
Proceeds

5,310,000.00

5,310,000.00

1,238,040.00

1,050,000.00

450,000.00

2,000,000.00

4,738,040.00

2,500,000.00

850,500.00

-

707,000.00

1,596,200.00

1,298,000.00

250,000.00

92,500.00

-

2,000.00

800,000.00

(800,000.00)

(40,000.00)

7,256,200.00

17,304,240.00

Taxable  
Gain if Sold

803,000.00

(2,316,167.00)

1,050,000.00

415,000.00

2,000,000.00

2,212,766.52

547,412.49

3,457.64

(12,500.00)

167,898.00

4,316,200.00

1,390,000.00

250,000.00

92,500.00

2,000.00

800,000.00

(800,000.00)

-

-

-

10,921,567.65

# High Desert Dairy

Dairy Land and Facility, House E, 10 acres Dump  
 Dairy Equipment  
 Westmoreland, 750 acres  
 Groves, 80 acres, House  
 House Aive E  
 10 acres Dump  
 6 Lots Division (Mill)

## Market Value

2,500,000.00  
 850,500.00  
 6,000,000.00  
 1,000,000.00  
 450,000.00

Total Land, Building Equip. 10,800,500.00

Milk Cows 2,106 1,500.00 3,159,000.00  
 Dry Cows 406 1,500.00 609,000.00  
 Springers 467 1,500.00 700,500.00  
 Bred Heifers 1120-200 DCC 261 1,250.00 326,250.00  
 Heifers 30-119 DCC 371 1,150.00 426,650.00  
 Heifers 650-800 lbs 340 1,000.00 340,000.00  
 Heifers 7-12 mo 298 750.00 223,500.00  
 Heifers 4-6 mo 257 500.00 128,500.00  
 Heifers 0-3 mo 602 150.00 90,300.00  
 Bulls 100 lbs 126 900.00 113,400.00  
 Bulls 500-999 lbs 148 700.00 103,600.00  
 Bulls 300-499 lbs 191 500.00 95,500.00

Total Cows 6,316,200.00

Pool Quota - SNF lbs (75% Gert 25%) 8,254 150.00 1,238,040.00  
 Feed inventory - 12/31/19 1,390,000.00  
 Investment in growing crops 250,000.00  
 CDI 50% 185,000.00 92,500.00  
 CDI Production base  
 Farm Credit Stock 2,000.00  
 Accounts receivable 800,000.00  
 Payables (800,000.00)

Total Other 2,972,540.00

Loan Receivable - Gary  
 Loan Receivable - Craig

Note Payable - Nick Van Dam

Loan Receivable - 45761 Division LLC

Total Notes 1,050,000.00

Other High Desert Assets

High Desert Base, Water  
 High Desert Carryover

Total Water

Total Assets

21,139,240.00

Cost	Accumulated Depreciation	Net cost
1,180,103.23	(883,827.39)	296,275.84
1,574,091.99	(1,271,004.48)	303,087.51
5,197,000.00		5,197,000.00
917,302.00	(85,200.00)	832,102.00
35,000.00		35,000.00
8,903,497.22	(2,240,031.87)	6,663,465.35

## Liabilities

690,000.00  
 293,000.00

## Net Proceeds

2,500,000.00  
 850,500.00  
 5,310,000.00  
 707,000.00  
 450,000.00  
 9,817,500.00

## Taxable Gain if Sold

2,203,724.16  
 547,412.49  
 803,000.00  
 167,898.00  
 415,000.00  
 4,137,034.65

2,720,000.00

3,596,200.00

6,316,200.00

4,036,010.00

(481,803.00)

3,554,207.00

(2,316,167.00)

1,390,000.00

250,000.00

92,500.00

2,000.00

800,000.00

(800,000.00)

92,000.00

2,880,540.00

40,000.00

1,010,000.00

1,050,000.00

3,835,000.00

17,304,240.00

10,921,567.65



1                   **DECLARATION OF CHRISTOPHER SCOTT GARNIER, CPA**

2   I, Christopher Scott Garnier, hereby declare:

3           The facts stated herein are within my personal knowledge, and I further affirmatively  
4   state that if sworn as a witness, I would and could testify competently thereto.

5           1.     I am a Certified Public Accountant, in good standing and duly licensed by the  
6   California Board of Accountancy, License No. 93153.

7           2.     My business address is Genske, Mulder & Company, LLP, 4150 E. Concourse.  
8   Ste 250, Ontario, CA 91764. My phone number is (909) 483-2100.

9           3.     On or about February 4, 2020, a special meeting of the Members of High Desert  
10   Dairy, LLC was held at my office by and between myself and Gary Van Dam, Craig Van Dam  
11   and Dean Van Dam.

12          4.     The purpose of the meeting was to discuss the issue of the allocation of assets  
13   for eventual distribution of capital.

14          5.     We discussed the equity accounts of the dairy as it relates to each member. Then  
15   we discussed allocating specific assets to each member based upon their membership capital  
16   account.

17          6.     Water acre feet were discussed and I recall the three Van Dam Brothers allocating  
18   500 acre feet of water rights to Craig Van Dam.

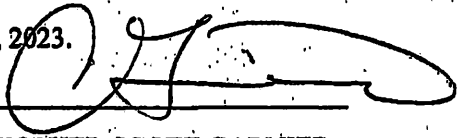
19          7.     A distribution is defined under Cal corp § 17701.02(f) as follows:  
20   (f) "Distribution," except as otherwise provided in subdivision (g) of Section 17704.05, means  
21   a transfer of money or other property from a limited liability company to another person on  
22   account of a transferable interest.

23          8.     Different "distributions" are available to members of a California Limited  
24   Liability Company.

25          9.     A return of capital is a non-dividend distribution.

26          10.    The transfer of 500 acre feet by High Desert Dairy, LLC to Craig Van Dam  
27   constitutes a return on capital distribution.  
28

1 I declare under penalty of perjury under the laws of the state of California that the  
2 foregoing is true and correct within the County of Los Angeles, State of California, this 23rd day  
3 of May, 2023.

4 

5 CHRISTOPHER SCOTT GARNIER  
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# EXHIBIT “J”

**Antelope Valley Watermaster Board**  
**Meeting Agenda**  
**Wednesday, May 24, 2023 – 10:00 a.m.**  
**Location: Antelope Valley – East Kern Water Agency**  
**6450 West Avenue N, Palmdale, CA 93551**

*or*

**Website: <https://zoom.us/j/687127281> Teleconference: (669) 900-6833 Access Code: 687 127 281**

\*\*\*This meeting may be recorded\*\*\*

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**1) Call to Order at 10:00 a.m.**

**2) Roll Call**

**BOARD OF DIRECTORS**

Robert Parris, AVEK Representative – Chairperson  
Kathy MacLaren, Public Water Supplier Representative – Vice-Chairperson  
Russ Bryden, Los Angeles County Waterworks District 40 Representative  
Brandon Calandri, Landowner Representative  
Derek Yurosek, Landowner Representative  
Matthew Knudson, AVEK Representative Alternate

Jim Beck, Hallmark Group – Watermaster Administrator  
Jessica Alwan, Hallmark Group – Watermaster Administrator  
Joshua Montoya, Hallmark Group – Watermaster Administrator  
Phyllis Stanin, Todd Groundwater – Watermaster Engineer  
Arden Wells, Todd Groundwater – Watermaster Engineer  
Craig Parton, Price, Postel & Parma LLP – General Counsel  
Cameron Goodman, Price, Postel & Parma LLP – General Counsel

**3) Adoption of the Agenda**

- A motion was made by Director MacLaren, seconded by Director Bryden, and unanimously carried to adopt the agenda with the modification of moving agenda item 12A to after agenda item 20.

**4) Public comments for non-agenda items**

- The Board heard from Gailen Kyle who requested to have the Watermaster send a letter to the Sheriff to coordinate efforts to identify illegal pumping.
- The Board directed Legal Counsel to prepare a letter that included a threat of water theft and water contamination.

**5) Consent Agenda**

**Item Description**

a.	Financial Report and Payment of bills through April 30, 2023
b.	Minutes of April 26, 2023, Regular Meeting

A motion was made by Director Calandri, seconded by Director MacLaren, and unanimously carried to adopt the Consent Agenda.

**6) Advisory Committee Report**

**Item Description**

a.	Advisory Committee Written Report
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**7) Administrative Committee Report**

**Item Description**

a.	Administrative Committee Report
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**8) Public Hearing to consider Amendment to the Rules and Regulations Placing Limitation on New Production and for Repayment of Delinquent RWA's**

**Item Description**

a.	Opening of the Public Hearing at 10:10 a.m.
	(i) Present Amendments to Rules and Regulations
	(ii) Public Comments
b.	Closing of Public Hearing at 10:14 a.m.

**9) Consideration and Possible Action to Approve Amendment to the Rules and Regulations**

**Item Description**

a.	R-23-35	Amendment to the Rules and Regulations Placing Limitations on New Production  A motion was made by Director Calandri, seconded by Director MacLaren, and unanimously carried to approve Resolution No. R-23-35 Amendment to the Rules and Regulations Placing Limitations on New Production.
b.	R-23-36	Amendment to the Rules and Regulations for Repayment of Delinquent RWA's  A motion was made by Director Calandri, seconded by Director Yurosek, and unanimously carried to approve Resolution No. R-23-36 Amendment to the Rules and Regulations for Repayment of Delinquent Replacement Water Assessments.

**10) Consideration and Possible Action on Hallmark Group's Amendment No. 2**

**Item Description**

a.	Update on Cash Flow and FDIC Insurance
b.	Amendment No. 2 to the Consulting Services Agreement to Complete a Rate Assessment, Outreach, and Develop Fiscal Policy for 2024 Fee Schedule  A motion was made by Director Yurosek, seconded by Director Bryden to approve Hallmark Group's Amendment No. 2 as presented.  A motion was made by Director Calandri, seconded by Director MacLaren, and unanimously carried to amend Director Yurosek's motion to approve Hallmark Group's Amendment No. 2 as presented with the removal of ad hoc meetings with the Administrative Committee.

	A motion was made by Director Yurosek, seconded by Director Bryden, and unanimously carried to approve Hallmark Group's Amendment No. 2 as presented with the removal of ad hoc meetings with the Administrative Committee.
	A motion was made by Director Yurosek, seconded by Director Bryden, and unanimously carried to hold a public hearing at the June 28, 2023 Board meeting to present a supplement fee with an undetermined rate.

#### 11) Consideration and Possible Action on Annual Audit

Item	Description
a.	Update on Annual Audit
b.	Approval of Hallmark Amendment for Financial Statement Discrepancy Resolution  A motion was made by Director Yurosek, seconded by Director Bryden, and unanimously carried to approve Hallmark Amendment for Financial Statement Discrepancy Resolution.

#### 12) Consideration and Possible Action on Transfer application

Item	Resolution No.	Description
a.	R-23-27	High Desert Dairy to Craig Van Dam  The Board tabled this item to be presented at the June 28, 2023 Board meeting.
b.	R-23-38	Steven and Denise Godde to West Valley County Water  A motion was made by Director Calandri, seconded by Director MacLaren, and unanimously carried to approve Resolution No. R-23-38 Transfer application for Steven and Denise Godde to West Valley County Water.

#### 13) Consideration and Possible Action on New Production application

Item	Resolution No.	Description
a.	R-23-39	LADWP (1 AF)  A motion was made by Director Yurosek, seconded by Director Bryden, and unanimously carried to approve Resolution No. R-23-39 New Production application for City of Los Angeles Department of Water and Power.

#### 14) Consideration and Possible Action on New Point of Extraction

Item	Resolution No.	Description
a.	R-23-40	Gene Wheeler Farms  A motion was made by Director Calandri, seconded by Director MacLaren, and unanimously carried to approve Resolution No. R-23-40 New Point of Extraction application for Gene Wheeler Farms.

### 15) Administrator's Report

Item	Description
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a.	Update on Administration Activities  Matthew Knudson provided an update the RWA for 2023 will be presented at the June 28, 2023 Board meeting.
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### 16) Watermaster Engineer's Report

Item	Description
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a.	Summary of New Production and Qualified Small Pumps
b.	Model Update
c.	Annual Report Update

### 17) General Counsel's Report

Item	Description
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a.	Update on Court Proceedings
b.	Update on Watermaster Authority to Gather Delinquent Annual Reports

### 18) Board Members Request for Future Agenda Items

### 19) Closed Session, Conference with Legal Counsel General Counsel's Report

A motion was made by Director Calandri, seconded by Director Yurosek, and unanimously carried enter closed session.

Item	Description
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a.	CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)] Watermaster Motion against Zamrzla Parties
b.	CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)] Watermaster Motion against Rancho Sierra Properties, LLC
c.	CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)] Watermaster Motion against Antelope Valley Resource Conservation District
d.	CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Gary Van Dam.
e.	CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Barrel Springs Properties LLC.
f.	CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): one potential case

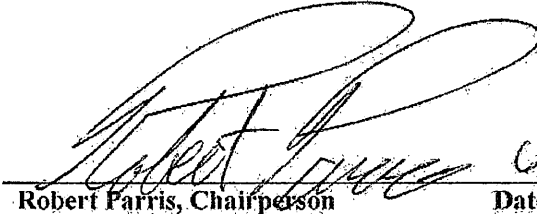
A motion was made by Director Calandri, seconded by Director Yurosek, and unanimously carried exit closed session.

20) Closed Session Report  
No reportable action

21) Adjournment  
Wednesday, May 24, 2023 at 2:01p.m.



Jessica Alwan, Secretary



Robert Parris, Chairperson

6/28/23  
Date



# EXHIBIT “K”

## **INDEMNITY AGREEMENT**

**THIS INDEMNITY AGREEMENT** (this "Agreement") is made effective as of April 26, 2023, by **Craig Van Dam** ("Indemnitor"), TO AND IN FAVOR OF THE **ANTELOPE VALLEY WATERMASTER** ("Watermaster").

### **RECITALS**

**A.** The Watermaster is tasked with administering the Antelope Valley Groundwater Cases Final Judgment, Santa Clara Case No. 1-05-CV-049053 signed December 23, 2015 (the "Judgment"), including but not limited to reviewing applications for transfers of Groundwater as set forth in the Judgment and the Watermaster Rules and Regulations. Capitalized terms used but not defined in this Agreement will have the meanings given to those terms in the Judgment.

**B.** Indemnitor has requested Watermaster approval of a transfer of 500 acre-feet per year (AFY) of Exhibit 4 Production Rights from High Desert Dairy LLC, a California limited liability company ("High Desert Dairy").

**C.** The Watermaster Rules and Regulations authorize the Watermaster to require any person, Party or Parties requesting a transfer to indemnify the Watermaster, as a condition for approving the transfer, for any costs and legal fees incurred by the Watermaster resulting from a challenge to that person, Party or Parties' legal authority to enter into such transfer, or to a person's authority to execute a Transfer Request Form on behalf of a Party thereto.

**D.** The Watermaster has approved the proposed transfer from High Desert Dairy to Indemnitor, subject to certain conditions, including but not limited to the requirement that Indemnitor execute and deliver this Agreement to the Watermaster.

### **AGREEMENTS**

**NOW THEREFORE**, in order to induce the Watermaster to approve the proposed transfer from High Desert Dairy to Indemnitor described in the foregoing Recitals, and in consideration of the matters described in the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnitor hereby certifies and agrees as follows:

**1. Indemnification.** Indemnitor agrees to hold harmless, defend, and indemnify the Watermaster, its directors, officers, agents, attorneys or employees, at Indemnitor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the Watermaster, its directors, officers, agents, attorneys or employees arising out of the Watermaster's action to approve the proposed transfer from High Desert Dairy to Indemnitor described in the foregoing Recitals (the "Claims."). Indemnitor's indemnity obligations provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the Watermaster, its directors, officers, agents, attorneys or employees based upon the Watermaster's action to approve the proposed transfer from High Desert Dairy to Indemnitor.

described in the foregoing Recitals, whether or not Indemnitor is specifically named or otherwise asserted to be liable.

2. **Payment of Watermaster's Expenses.** In the event the Claims are pursued against the Watermaster, the Watermaster shall so notify Indemnitor in writing. The Watermaster shall have sole discretion to select the legal counsel to defend the Watermaster in connection with the Claims, at Indemnitor's sole expense. The parties shall mutually cooperate in good faith to pursue all available defenses to the Claims. Indemnitor shall keep the Watermaster fully informed regarding all activities in the Claims, and the Watermaster shall reasonably cooperate in the defense of such Claims, including the execution of all legal documents reasonably necessary to properly defend against the Claims. Without limiting the foregoing, Indemnitor acknowledges and agrees that the Watermaster may retain the law firm currently serving as the Watermaster's General Counsel, Price, Postel & Parma, LLP ("PPP"), as legal counsel to defend the Watermaster in connection with the Claims, and that PPP may charge its standard litigation rates in connection with such defense, all of which shall be at Indemnitor's sole expense pursuant to this Agreement.


3. **Successors and Assigns.** The indemnification contained in this Agreement shall be continuing, irrevocable and binding on Indemnitor and Indemnitor's successors and assigns; and this Agreement shall be binding upon and shall inure to the benefit of Watermaster and Watermaster's successors and assigns.

4. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Agreement.

5. **Amendment and Waiver.** This Agreement may not be amended except by a writing signed by all parties hereto nor shall observance of any term of this Agreement be waived except with the written consent of the Watermaster.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date first above written.

**INDEMNITOR:**

By:   
Craig Van Dam

## **INDEMNITY AGREEMENT**

**THIS INDEMNITY AGREEMENT** (this "Agreement") is made effective as of April 26, 2023, by Dean Van Dam ("Indemnitor"), TO AND IN FAVOR OF THE ANTELOPE VALLEY WATERMASTER ("Watermaster").

### **RECITALS**

A. The Watermaster is tasked with administering the Antelope Valley Groundwater Cases Final Judgment, Santa Clara Case No. 1-05-CV-049053 signed December 23, 2015 (the "Judgment"), including but not limited to reviewing applications for transfers of Groundwater as set forth in the Judgment and the Watermaster Rules and Regulations. Capitalized terms used but not defined in this Agreement will have the meanings given to those terms in the Judgment.

B. High Desert Dairy LLC, a California limited liability company ("High Desert Dairy") has requested Watermaster approval of a transfer of 500 acre-feet per year (AFY) of Exhibit 4 Production Rights to Craig Van Dam ("Craig").

C. Indemnitor is a member of High Desert Dairy and has executed the aforementioned transfer request on behalf of High Desert Dairy.

D. The Watermaster Rules and Regulations authorize the Watermaster to require any person, Party or Parties requesting a transfer to indemnify the Watermaster, as a condition for approving the transfer, for any costs and legal fees incurred by the Watermaster resulting from a challenge to that person, Party or Parties' legal authority to enter into such transfer, or to a person's authority to execute a Transfer Request Form on behalf of a Party thereto.

E. The Watermaster has approved the proposed transfer from High Desert Dairy to Craig, subject to certain conditions, including but not limited to the requirement that Indemnitor execute and deliver this Agreement to the Watermaster.

### **AGREEMENTS**

**NOW THEREFORE**, in order to induce the Watermaster to approve the proposed transfer from High Desert Dairy to Craig described in the foregoing Recitals, and in consideration of the matters described in the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnitor hereby certifies and agrees as follows:

1. **Indemnification.** Indemnitor agrees to hold harmless, defend, and indemnify the Watermaster, its directors, officers, agents, attorneys or employees, at Indemnitor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the Watermaster, its directors, officers, agents, attorneys or employees arising out of the Watermaster's action to approve the proposed transfer from High Desert Dairy to Craig described in the foregoing Recitals (the "Claims."). Indemnitor's indemnity obligations provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against



the Watermaster, its directors, officers, agents, attorneys or employees based upon the Watermaster's action to approve the proposed transfer from High Desert Dairy to Craig described in the foregoing Recitals, whether or not Indemnitor is specifically named or otherwise asserted to be liable.

2. **Payment of Watermaster's Expenses.** In the event the Claims are pursued against the Watermaster, the Watermaster shall so notify Indemnitor in writing. The Watermaster shall have sole discretion to select the legal counsel to defend the Watermaster in connection with the Claims, at Indemnitor's sole expense. The parties shall mutually cooperate in good faith to pursue all available defenses to the Claims. Indemnitor shall keep the Watermaster fully informed regarding all activities in the Claims, and the Watermaster shall reasonably cooperate in the defense of such Claims, including the execution of all legal documents reasonably necessary to properly defend against the Claims. Without limiting the foregoing, Indemnitor acknowledges and agrees that the Watermaster may retain the law firm currently serving as the Watermaster's General Counsel, Price, Postel & Parma, LLP ("PPP"), as legal counsel to defend the Watermaster in connection with the Claims, and that PPP may charge its standard litigation rates in connection with such defense, all of which shall be at Indemnitor's sole expense pursuant to this Agreement.

3. **Successors and Assigns.** The indemnification contained in this Agreement shall be continuing, irrevocable and binding on Indemnitor and Indemnitor's successors and assigns; and this Agreement shall be binding upon and shall inure to the benefit of Watermaster and Watermaster's successors and assigns.

4. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Agreement.

5. **Amendment and Waiver.** This Agreement may not be amended except by a writing signed by all parties hereto nor shall observance of any term of this Agreement be waived except with the written consent of the Watermaster.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date first above written.

**INDEMNITOR:**

By: Dean Van Dam  
Dean Van Dam

# EXHIBIT “L”

**Antelope Valley Watermaster Board**  
**Meeting Minutes**  
**Wednesday, June 28, 2023 – 10:00 a.m.**  
**Location: Antelope Valley – East Kern Water Agency**  
**6450 West Avenue N, Palmdale, CA 93551**

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**1) Call to Order at 10:00 a.m.**

**2) Roll Call**

**BOARD OF DIRECTORS**

Robert Parris, AVEK Representative – Chairperson  
Kathy MacLaren, Public Water Supplier Representative – Vice-Chairperson  
Russ Bryden, Los Angeles County Waterworks District 40 Representative  
Brandon Calandri, Landowner Representative  
Derek Yurösek, Landowner Representative  
Matthew Knudson, AVEK Representative Alternate  
Angelica Martin, Landowner Representative Alternate  
Adrienne Lewis Reza, Landowner Representative Alternate

Jim Beck, Hallmark Group – Watermaster Administrator  
Jacqueline Harris, Hallmark Group – Watermaster Administrator  
Joshua Montoya, Hallmark Group – Watermaster Administrator  
Phyllis Stanin, Todd Groundwater – Watermaster Engineer  
Arden Wells, Todd Groundwater – Watermaster Engineer  
Craig Parton, Price, Postel & Parma LLP – General Counsel  
Cameron Goodman, Price, Postel & Parma LLP – General Counsel

**3) Adoption of the Agenda**

- A motion was made by Director Calandri, seconded by Director Bryden, and unanimously carried to adopt the agenda with the modification of removing agenda item 19.

**4) Public comments for non-agenda items**

**5) Consent Agenda**

Item Description

a.	Financial Report and Payment of bills through April 30, 2023
b.	Minutes of April 26, 2023, Regular Meeting

A motion was made by Director Calandri, seconded by Director MacLaren, and unanimously carried to adopt the Consent Agenda.

**6) Advisory Committee Report**

Item Description

a.	Advisory Committee Written Report
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**7) Administrative Committee Report**

Item Description

a.	Administrative Committee Report
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**8) Public Hearing to consider 2023 Supplemental Administrative Assessment**

**Item Description**

a.	Opening of the Public Hearing at 10:16 a.m.
	(i) Present Amendments to Rules and Regulations
	(ii) Public Comments
b.	Closing of Public Hearing at 11:14 a.m.

**9) Consideration and Possible Action to Approve 2023 Supplemental Administrative Assessment**

**Item Description**

a.	R-23-41	<p>2023 Supplemental Administrative Assessment</p> <p>A motion was made by Director Bryden, seconded by Director MacLaren, to move the agenda item to the July Board meeting to continue discussion and LA County Water District 40 pay their 2024 Fixed Assessment now and other large water providers consider paying now as well. This motion did not pass.</p> <p>Roll Call Vote Yes: Parris, MacLaren, Bryden. No: Calandri, Yurosek.</p> <p>A motion was made by Director Yurosek, seconded by Director Calandri to approve the \$5 supplemental fee as presented by staff. This motion did not pass.</p> <p>Roll Call Vote Yes: Parris, Calandri, Yurosek. No: MacLaren, Bryden.</p> <p>The Board directed staff to have a public hearing at the July 26, 2023 Board meeting to adopt the 2023 supplemental administrative assessment.</p>
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**10) Consideration and Possible Action on Hallmark Group's Amendment No. 4**

**Item Description**

a.	Amendment No. 4 to Administer the 2023 Supplemental Administrative Assessment
	The Board tabled this agenda item to the July 23, 2023 Board meeting.

Director Yurosek left the meeting at 12:15 p.m. and Alternate Adrienne Lewis Rea took Director Yurosek's place.



**11) Public Hearing to Consider 2023 Replacement Water Assessment**

Item	Description
a.	Opening of the Public Hearing at 12:15 p.m.
	(i) Present 2023 Replacement Water Assessment
	(ii) Public Comments
b.	Closing of Public Hearing at 12:23 p.m.

**12) Consideration and Possible Action on Adopting Replacement Water Assessment for Year 2023**

Item	Description
a.	<div><div>R-23-42</div><div>Replacement Water Assessment for Year 2023</div><div>A motion was made by Director Calandri, seconded by Director MacLaren, to move the agenda item to the July Board meeting. This motion did not pass. Yes: None. No: Parris, MacLaren, Bryden, Calandri, Yurosek.</div><div>A motion was made by Director MacLaren, seconded by Director Calandri and unanimously carried to approve R-23-42 Replacement Water Assessment for Year 2023.</div></div>

**13) Consideration and Possible Action on 2022 Annual Audit**

Item	Description
a.	<div>Consideration and Possible Action on Accepting and Filing the Annual Financial Report for Year Ended December 31, 2022.</div> <div>Jonathan Abadesco from C.J. Brown &amp; Company CPAs provided an overview of the 2022 Annual Audit.</div> <div>A motion was made by Director MacLaren, seconded by Director Calandri and unanimously carried to accept and file the Annual Financial Report for Year Ended December 31, 2022.</div>

**14) Consideration and Possible Action on Accepting Revised Replacement Water Payment Plan for Joshua Acres Mutual Water Company**

Item	Description
a.	<div>Revised Replacement Water Payment Plan for Joshua Acres Mutual Water Company</div> <div>A motion was made by Director MacLaren, seconded by Director Calandri and unanimously carried to accept the revised replacement water payment plan for Joshua Acres Mutual Water Company.</div>

**15) Update on Amendment to Rules and Regulations for Delinquent Annual Production Reports****Item Description**

a.	Update on Amendment to Rules and Regulations for Delinquent Annual Production Reports  Legal counsel provided an update on the Amendment to Rules and Regulations for Delinquent Annual Production Reports and informed the Board this item would be presented as a public hearing at the July 26, 2023 Board meeting.
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**16) Consideration and Possible Action on Transfer application****Item Resolution No. Description**

a.	R-23-37	AVEK to LACW District 40  A motion was made by Director Bryden, seconded by Director Calandri, and unanimously carried to approve Resolution No. R-23-37 Transfer Application for AVEK to LACW District 40.
b.	R-23-43	Pamela Godde to Robertson's Ready Mix  A motion was made by Director Calandri, seconded by Director MacLaren, and unanimously carried to approve Resolution No. R-23-43 Transfer Application for Pamela Godde to Robertson's Ready Mix.
c.	R-23-44	Steven and Denise Godde to Robertson's Ready Mix  A motion was made by Director Calandri, seconded by Director Bryden, and unanimously carried to approve Resolution No. R-23-44 Transfer Application for Steven and Denise Godde to Robertson's Ready Mix.
d.	R-23-45	Pamela Godde to WVCWD  A motion was made by Director MacLaren, seconded by Director Calandri, and unanimously carried to approve Resolution No. R-23-45 Transfer Application for Pamela Godde to WVCWD.
e.	R-23-46	R&M to RTS (Permanent)  A motion was made by Director MacLaren, seconded by Director Calandri, and unanimously carried to approve Resolution No. R-23-46 Transfer Application for R&M to RTS.
f.	R-23-47	R&M to RTS (Temporary)  A motion was made by Director MacLaren, seconded by Director Calandri, and unanimously carried to approve Resolution No. R-23-47 Transfer Application for R&M to RTS.
g.	R-23-48	Steven and Richard Selak to 40 <sup>th</sup> St. E  A motion was made by Director MacLaren, seconded by Director Calandri, and unanimously carried to approve Resolution No. R-23-48 Transfer Application for Steven and Richard Selak to 40 <sup>th</sup> St. E.

h.	R-23-49	<p>Tierra Bonita to Bolthouse</p> <p>Director Calandri recused himself and exited the room for the vote and discussion. Alternate Director Rea participated in his stead.</p> <p>A motion was made by Director Martin, seconded by Director MacLaren, and unanimously carried to approve Resolution No. R-23-49 Transfer Application for Tierra Bonita to Bolthouse.</p>
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#### 17) Consideration and Possible Action on New Production application

Item	Resolution No.	Description
a.	R-23-04	<p>Barrel Springs</p> <p>Director Calandri rejoined the meeting.</p> <p>No action was taken.</p>
b.	R-23-50	<p>Banuk</p> <p>A motion was made by Director MacLaren, seconded by Director Calandri, and unanimously carried to approve Resolution No. R-23-50 New production application for Banuk.</p>
c.	R-23-51	<p>Camilleri</p> <p>A motion was made by Director MacLaren, seconded by Director Calandri, and unanimously carried to approve Resolution No. R-23-51 New production application for Camilleri.</p>

#### 18) Consideration and Possible Action on New Point of Extraction

Item	Resolution No.	Description
a.	R-23-52	<p>Gailen and Julie Kyle</p> <p>A motion was made by Director MacLaren, seconded by Director Calandri, and unanimously carried to approve Resolution No. R-23-52 New Point of Extraction application for Gailen and Julie Kyle.</p>

#### 19) Consideration and Possible Action on Groundwater Banking and Recovery Storage

Item	Resolution No.	Description
a.	R-23-55	<p>Antelope Valley-East Kern Agency</p> <p>This item was removed from the agenda.</p>

**20) Consideration and possible action on Well application**

a.	R-23-53	Keith Mettler – Replacement Well Application  A motion was made by Director Calandri, seconded by Director Bryden, and unanimously carried to approve Resolution No. R-23-53 Keith Mettler Replacement of Existing Well Application.
b.	R-23-54	Keith Mettler – Replacement Well Application  A motion was made by Director Bryden, seconded by Director Calandri, and unanimously carried to approve Resolution No. R-23-54 Keith Mettler Replacement of Existing Well Application.

**21) Administrator's Report****Item Description**

a.	Update on Administration Activities
	Nothing to report.

**22) Watermaster Engineer's Report****Item Description**

a.	Summary of New Production and Qualified Small Pumps
b.	Model Update
c.	Annual Report Update

**23) General Counsel's Report****Item Description**

a.	Update on Court Proceedings
b.	Update on Watermaster Authority to Gather Delinquent Annual Reports

**24) Board Members Request for Future Agenda Items**

The Board requested to revisit the unanimous vote and see if this can be changed.

**25) Closed Session, Conference with Legal Counsel General Counsel's Report**

A motion was made by Director Calandri, seconded by Director Bryden, and unanimously carried enter closed session.

**Item Description**

a.	CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)] Watermaster Motion against Zamrzla Parties
b.	CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)] Watermaster Motion against Rancho Sierra Properties, LLC

c.	CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)] Watermaster Motion against Antelope Valley Resource Conservation District
d.	CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Gary Van Dam.
e.	CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Barrel Springs Properties LLC.
f.	CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): one potential case

A motion was made by Director Calandri, seconded by Director MacLaren, and unanimously carried exit closed session.

**26) Closed Session Report**

No reportable action

**27) Consideration and Possible Action on Transfer Application**

Item	Resolution No.	Description
a.	R-23-27	<p>High Desert Dairy to Craig Van Dam</p> <p>Director Parris recused himself and exited the room for the vote and discussion. Alternate Director Knudson participated in his stead.</p> <p>A motion was made by Director Calandri, seconded by Director Martin, to approve Resolution No. R-23-27 Transfer Application High Desert Dairy to Craig Van Dam and the application was not approved.</p> <p>Roll Call Vote:  Kathy MacLaren – Abstain  Matt Knudson – Recuse  Russ Bryden - Yes  Angelica Martin - Yes  Brandon Calandri - Yes</p>

**28) Adjournment**

Wednesday, June 28, 2023 at 2:57 p.m.

  
\_\_\_\_\_  
Jessica Alwan, Secretary

 7/26/2023  
\_\_\_\_\_  
Kathy MacLaren, Vice-Chairperson Date