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

13 **ANTELOPE VALLEY GROUNDWATER**
14 **CASES**

15 **INCLUDED ACTIONS:**

16 Los Angeles County Waterworks District No. 40
17 v. Diamond Farming Co., Superior Court of
18 California, County of Los Angeles, Case No. BC
19 325201;

20 Los Angeles County Waterworks District No. 40
21 v. Diamond Farming Co., Superior Court of
22 California, County of Kern, Case No. S-1500-CV-
23 254348;

24 Wm. Bolthouse Farms, Inc. v. City of Lancaster,
25 Diamond Farming Co. v. Lancaster, Diamond
26 Farming Co. v. Palmdale Water Dist., Superior
27 Court of California, County of Riverside, Case
28 No. RIC 353840, RIC 344436, RIC 344668

Rebecca Lee Willis v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los
Angeles, Case No. BC 364553

Wood v. A.V. Materials, Inc., et al., Superior
Court of California, County of Los Angeles, Case
No. BC 509546

Little Rock Sand and Gravel, Inc. v. Granite
Construction Co., Superior Court of California,
County of Los Angeles, North Judicial District,
Case No. MC026932

Judicial Council Coordination No.
4408

Santa Clara Case No. 1-05-CV-049053
Assigned to Honorable Jack Komar

STIPULATION AND [Proposed]
ORDER INTERPRETING THE
JUDGMENT AND PARTITIONING
THE EXHIBIT 4 "Granite
Construction Company (Little Rock
Sand and Gravel, Inc.)"
PRODUCTION RIGHT

Date: June 27, 2018
Time: 9:00 a.m.
Dept: 53, Room 531, 5th Floor

1
2 LITTLE ROCK SAND AND GRAVEL, INC. ("**Little Rock**") and GRANITE
3 CONSTRUCTION COMPANY ("**Granite**") hereby stipulate as follows:

4 **I. RECITALS**

5 A. All of the cases seeking a judicial determination as to all rights to groundwater in
6 the Antelope Valley Groundwater Basin were consolidated and coordinated as Judicial Council
7 Coordination Proceeding No. 4408 and assigned as the Antelope Valley Groundwater Cases
8 ("**AV Cases**") to the Santa Clara County Superior Court, Hon. Jack Komar.

9 B. The Court entered Judgment in the Antelope Valley Groundwater Cases on
10 December 28, 2015.

11 C. In March 2017, Little Rock filed a complaint in Los Angeles County Superior
12 Court, *Little Rock Sand and Gravel, Inc. v. Granite Construction Company*, Case No.
13 MC026932 (the "**add-on case**"). Little Rock's Verified First Amended Complaint alleged causes
14 of action to quiet title and for declaratory relief regarding the 234 acre foot (AF) Production
15 Right allocated to "Granite Construction Company (Little Rock Sand and Gravel, Inc.)" in
16 Exhibit 4 to the Judgment.

17 D. Judge Komar ordered coordination of the add-on case with the previously
18 coordinated AV Cases, and ordered that the issues and disputes between Granite and Little Rock
19 (collectively, the "**Stipulating Parties**") raised in the pleadings filed in the add-on case shall be
20 resolved by law and motion practice pursuant to Paragraph 6.5 of the Judgment and Physical
21 Solution entered in the AV Cases.

22 E. Granite filed a Motion To Interpret And Enforce The Judgment And To Partition
23 The Exhibit 4 "Granite Construction Company (Little Rock Sand And Gravel, Inc.)" Production
24 Right ("**Granite's Motion**") and Little Rock filed an Opening Brief of Little Rock Sand and
25 Gravel, Inc. Re Title to Groundwater Allocation Arising From Little Rock Sand And Gravel's
26 Land And Granted Under Judgment And Physical Solution ("**Little Rock's Opening Brief**").

27 F. Granite's Motion and the issues raised in Little Rock's Opening Brief were heard by
28 Judge Komar on June 27, 2018. During a recess in the proceedings, the Stipulating Parties
reached an agreement to resolve their disputes raised in Granite's Motion and Little Rock's

1 Opening Brief, which agreement was put on the record in open court before Judge Komar and
2 acknowledged by representatives of Granite and Little Rock.

3 **II. STIPULATION**

4 NOW THEREFORE, it is hereby stipulated by and between Granite and Little Rock that
5 the Court may enter the Order set forth below.

6
7 Dated: July 6, 2018

LITTLE ROCK SAND AND GRAVEL, INC.

8
9 By 
George M. Lane, President

10
11 Dated: July 9, 2018

MUSICK, PEELER & GARRETT, LLP

12
13 By 
Stephen R. Isbell, Attorneys for
14 Little Rock Sand and Gravel, Inc.

15
16 Dated: July __, 2018

GRANITE CONSTRUCTION COMPANY

17
18 By _____
19 Kyle T. Larkin
Senior Vice President

20 Dated: July __ 2018

KUHS & PARKER

21
22 By _____
23 Bernard C. Barmann, Jr., Attorneys for
Granite Construction Company

24 **III. ORDER**

25 Upon reading the foregoing Stipulation of the parties, and good cause appearing therefor,
26 IT IS HEREBY ORDERED that:

27 1. The Court hereby declares that the 234 acre-feet ("AF") of water Production
28 Right allocated in Exhibit 4 to the Judgment to "Granite Construction Company (Little Rock

Opening Brief, which agreement was put on the record in open court before Judge Komar and acknowledged by representatives of Granite and Little Rock.

II. STIPULATION

NOW THEREFORE, it is hereby stipulated by and between Granite and Little Rock that the Court may enter the Order set forth below.

Dated: July __, 2018

LITTLE ROCK SAND AND GRAVEL, INC.

By _____
George M. Lane, President

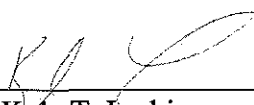
Dated: July __, 2018

MUSICK, PEELER & GARRETT, LLP

By _____
Stephen R. Isbell, Attorneys for
Little Rock Sand and Gravel, Inc.

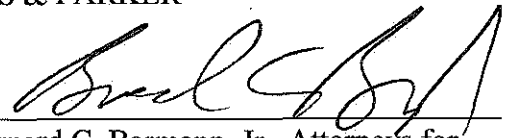
Dated: July 5, 2018

GRANITE CONSTRUCTION COMPANY

By  _____
Kyle T. Larkin
Senior Vice President

Dated: July 9 2018

KUHS & PARKER

By  _____
Bernard C. Barmann, Jr., Attorneys for
Granite Construction Company

III. ORDER

Upon reading the foregoing Stipulation of the parties, and good cause appearing therefor,
IT IS HEREBY ORDERED that:

1. The Court hereby declares that the 234 acre-feet ("AF") of water Production Right allocated in Exhibit 4 to the Judgment to "Granite Construction Company (Little Rock

1 Sand and Gravel, Inc.)" shall be divided equally—117 AF to Granite, 117 AF to Little Rock—
2 and is hereby ordered partitioned in the same fashion.

3 2. The Pre-Rampdown Production Allowance of 400 AF is divided equally—200
4 AF to Granite, 200 AF to Little Rock—and is hereby ordered partitioned in the same fashion.

5 3. Granite shall continue to have the right to use Little Rock's Exhibit 4 117 AF
6 Production Right and Pre-Rampdown Production Allowance during the term of the lease
7 between the Stipulating Parties dated April 8, 1987, as amended, so long as the lease is in force
8 and effect.

9 4. Little Rock shall dismiss the add-on case with prejudice within ten (10) calendar
10 days of entry of this Order.

11 5. Little Rock has the right to vote Little Rock's 117 AF Production Right under the
12 Judgment and Physical Solution. Granite will pay the Administrative Assessment associated with
13 Little Rock's 117 AF during the term of the lease so long as the lease is in force and effect.

14 6. Each party shall bear its own attorneys' fees and costs incurred in connection with
15 or arising out of the add-on case. Granite's Motion, Little Rock's Opening Brief and the
16 preparation of this Stipulation and [proposed] Order.

17
18 Dated: _____

19 _____
20 Honorable Jack Komar (Ret.)
21 Judge of the Superior Court
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