

**Electronically Filed  
by Superior Court of CA,  
County of Santa Clara,  
on 4/16/2024 4:56 PM  
Reviewed By: R. Walker  
Case #2005-1-CV-049053  
Envelope: 15040214**

DERRYBERRY & ASSOCIATES LLP

ATTORNEYS AT LAW  
41240 11<sup>th</sup> Street West, Suite A  
Palmdale, CA 93551  
(661) 945-6115; FAX (661) 948-4772

R. Steven Derryberry  
State Bar No. 245234  
Kimberly R. Rose-McCaslin  
State Bar No. 248428  
Alexander L. Massari  
State Bar No. 307111

Attorneys for CALIFORNIA COMPACTION CORPORATION, a California corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

Coordination Proceeding  
Special Title (Rule 1550(b))

**Judicial Council Coordination Proceeding  
No. 44008**

**ANTELOPE VALLEY GROUNDWATER  
CASES**

**Santa Clara Case No.: 1-05-CV-049053  
Assigned to the Honorable Jack Kumar  
Department 17C**

Including Consolidated Actions:

Los Angeles County Waterworks District No. 40  
v. Diamond Farming Co.; Superior Court of  
California, County of Los Angeles, Case No.  
BC325201;

**MOTION TO INTERVENE IN  
JUDGMENT; MEMORANDUM OF  
POINTS AND AUTHORITIES;  
DECLARATION OF RYAN HUSBANDS  
IN SUPPORT THEREOF**

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

**Date: 9:00am  
Time: 9:00am  
Judge: Hon. Jack Kumar**

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

AND RELATED ACTIONS.

DERRYBERRY & ASSOCIATES LLP  
Attorneys at Law

1 TO THE HONORABLE JACK KOMAR, JUDGE OF THE SUPERIOR COURT, ALL  
2 INTERESTED PARTIES, ALL PERSONS REQUESTING NOTICE, AND THEIR  
3 RESPECTIVE ATTORNEYS OF RECORD:

4 Moving Party CALIFORNIA COMPACTION CORPORATION, a California corporation  
5 ("CCC"), hereby moves the Court for an order granting them leave to intervene in this Action and  
6 thereby become Parties to the December 23, 2015 Judgment and Physical Solution ("Judgment")  
7 in the above-captioned Antelope Valley Groundwater Adjudication.

8 The general grounds for granting this Motion are as follows:

9 1. Section 20.9 of the Judgment provides that "[a]ny Person who is not a Party or  
10 successor to a Party and who proposes to ... acquire a Production Right ... is required to seek to  
11 become a Party subject to this Judgment through a noticed motion to intervene in this Judgment  
12 prior to commencing Production." This language applies to Movant because it is not presently a  
13 named Party, and they seek to acquire Production Rights;

14 2. Movant has entered into an agreement to acquire one (1) acre-foot of Permanent  
15 Production Right from Craig Van Dam and Marta Van Dam.

16 3. The Watermaster Engineer has confirmed that no Material Injury will result to the  
17 Basin from any of these transactions; and that a Material Injury analysis will be conducted once a  
18 new point of extraction is identified for the transfer.

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

21 5. The Watermaster has stipulated to entry of an Order granting this Motion to  
22 Intervene;

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

27 This Motion is based on the Declaration of Ryan Husbands and the Memorandum of Point  
28 and Authorities, all of which are attached hereto; the Judgment itself (which specifically

1 authorizes the filing of this Motion); all other pleadings and documents filed in this Action;  
2 together with any additional evidence and legal argument which may be presented at or prior to  
3 the hearing of this Motion.

4 Respectfully Submitted,

5  
6 DERRYBERRY & ASSOCIATES LLP

7 Dated: 4/11/2024

8 

9 R. STEVEN DERRYBERRY  
10 KIMBERLY R. ROSE-McCASLIN  
11 Attorneys for California Compaction Corporation, a  
12 California corporation

DERRYBERRY & ASSOCIATES LLP  
Attorneys at Law

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 This Motion stems from a routine agreement for the transfer of Production Rights<sup>1</sup>. The  
4 transfer has been approved by the Watermaster, subject to the parties intervening into this Action  
5 and becoming Parties to the Judgment.

6 This Motion is filed pursuant to Section 20.9 of the Judgment, which specifies that "[a]ny  
7 Person who is not a Party or successor to a Party and *who proposes to ... acquire a Production*  
8 *Right* ... is required to seek to become a Party subject to this Judgment though a noticed motion to  
9 intervene in this Judgment prior to commencing Production." The foregoing language is applicable  
10 in the instant case, because CCC proposes to "acquire a Production Right" thereby placing them  
11 neatly into the category of persons that were specifically expected to intervene into this Action,  
12 and thereby become Parties bound by the Judgment.

13 II. STATEMENT OF FACTS

14 A. Identity of the Moving Party.

15 CCC is a specialty construction company focused on site preparation including demolition,  
16 roadway installation and grading, as well as the development and maintenance of facilities,  
17 systems, and services, including sewer, water, dry utilities, and trenching. CCC's specialties  
18 extend to renewable energy products including site grading and trenching, draining installation  
19 and concrete foundations for wind and solar projects, as well as triplex cable wrapping and  
20 pile/caisson install for battery energy storage stations.

21 B. Procedural Background.

22 On December 3, 2015, this Court entered Judgment in the Antelope Valley Groundwater  
23 Cases; Judicial Council Coordination Proceeding No. 4408. The Judgment incorporates by  
24 reference the "Physical Solution"; which sets forth the factual and procedural history of this case,  
25 and a comprehensive ruling for allocation and administration of water and water rights in the  
26

27  
28 <sup>1</sup> All capitalized terms in this Motion and supporting documents have the same meanings as those set forth in the Judgment and/or the Physical Solution.

1 Antelope Valley. The Court adopted the Physical Solution "as the Court's own physical solution"  
2 and declared that it is binding upon all parties as part of the Judgment.

3 Among the many parties to the Judgment is Craig Van Dam and Marta Van Dam which  
4 owns Overlying Production Rights as set forth in the Physical Solution, Section 5.1.1.1. Exhibit 4.  
5 Pursuant to Section 5.1.1.3 said Overlying Production Rights may be transferred pursuant to the  
6 provisions of Paragraph 16 of the Judgment.

7 **C. Factual Background.**

8 On December 21, 2023, Craig Van Dam and Marta Van Dam, on the one hand, and CCC,  
9 on the other, entered into a "Water Rights Transfer Agreement" pursuant to which Craig Van Dam  
10 and Marta Van Dam proposes to transfer to CCC one (1) acre-foot of permanent Overlying  
11 Production Rights.

12 Concurrently therewith Craig Van Dam and Marta Van Dam and CCC tendered a joint  
13 Transfer Request Form to the Antelope Valley Watermaster, requesting its approval of the  
14 proposed transaction.

15 During the course of its standard due diligence, the Watermaster and its Engineer  
16 confirmed that the Craig Van Dam and Marta Van Dam possess the right to use or transfer  
17 Permitted Volume in the amount of nine hundred forty-five (945) acre-feet per year.

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

25 On March 27, 2024, at its regular monthly meeting, the foregoing Transfer Request was  
26 considered and unanimously approved by the Watermaster Board. In this regard, the Watermaster  
27 unanimously adopted Resolution No. R-24-20, Approving Application/or Transfer Pursuant to the  
28 Terms of the Judgment with Specified Conditions. Among other things, the Watermaster

1 determined in its Resolution that: (i) Craig Van Dam and Marta Van Dam have at least nine  
2 hundred forty-five (945) acre-feet of unused Production Rights available for use or transfer: (ii)  
3 Craig Van Dam and Marta Van Dam possesses the right and power to transfer the Production  
4 Rights; and (iii) the transfer of Production Rights results in no Material Injury to the Basin.

5 As a condition of final approval, the Watermaster also requested, and CCC agreed, to  
6 intervene as a party to the Judgment.

7 Prior to filing this Motion, the CCC consulted with the Watermaster Engineer and sought  
8 and procured the Watermaster's stipulation to this proposed intervention.

9 CCC has therefore filed the instant Motion to Intervene in the Judgment. As noted above,  
10 the Watermaster has stipulated to CCC's intervention into the Judgment.

11 **III. LEGAL ARGUMENT**

12 **A. The Judgment Specifically Provides for Intervention by Parties Who Propose**  
13 **to Acquire a Production Right.**

14 When the Physical Solution was drafted and adopted, the Court anticipated that it would  
15 inevitably be necessary to include additional persons as named Parties to the judgment. The Court  
16 therefore provided the mechanism to achieve this result. via Section 20.9 of the Judgment, which  
17 provides as follows:

18 "20.9 Intervention After Judgment. Any Person who is not a Party or successor to  
19 a Party and who proposes to ... acquire a Production Right ... is required to seek to  
20 become a Party subject to this Judgment though a noticed motion to intervene in this  
21 Judgment prior to commencing Production. Prior to filing such a motion. a proposed  
22 intervenor shall consult with the Watermaster Engineer and seek the Watermaster's  
23 stipulation to the proposed intervention.... Thereafter, if approved by the Court. such  
24 intervenor shall be a Party bound by this Judgment." (Emphasis added).

25 The foregoing language is applicable in the instant case because CCC proposes to "acquire  
26 a Production Right"; thereby placing them neatly into the category of persons that were  
27 specifically expected to intervene into this Action, and thereby become Parties bound by the  
28 Judgment. Additionally, the Watermaster requires CCC's intervention into this Action.

Intervention is proper under Section 20.9 of the Judgment, because the Watermaster Board  
has approved the subject transactions, the transactions cause no Material Injury. Additionally, the

1 Watermaster emailed notice of these Transfer Requests to all Parties and other interested persons  
2 and posted said Requests on its website and bulletin board, and no Party nor any member of the  
3 public objected thereto.

4 Since Movants are one of the exact categories of persons that the Court and all Parties  
5 expected to intervene, and their proposed transactions are proper and have been approved by the  
6 Watermaster. Movants respectfully request that this Court enter an order granting this motion to  
7 intervene.

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

9 CCC's intervention is also necessary and appropriate under California Code of Civil  
10 Procedure Section 387. Section 387 provides that a Court shall permit a nonparty to intervene in  
11 an action or proceeding when that party claims an interest relating to the property that is the  
12 subject of the action, when the disposition of the action may impair or impede that person's ability  
13 to protect that interest, and when that interest is not adequately represented by an existing party. A  
14 Court may also permit intervention upon timely application by nonparty that has an interest in the  
15 subject matter of the litigation that may be affected, when the intervention will not enlarge the  
16 issues in the litigation and when the reasons for the intervention outweigh any opposition by the  
17 parties presently in the action. Cal Code Civ. Proc. § 387 subd. (d); *US Ecology, Inc. v. State of*  
18 *California*, 92 Cal. App. 4th 113, 139 (2001); *Timberidge Enterprises, Inc. v. City of Santa Rosa*,  
19 86 Cal. App. 3d 873, 881 (Cal. Ct. App. 1978).

20 In the instant case, both of the above tests are satisfied. Mandatory intervention is  
21 applicable because: (i) both parties claim an interest in the water Production Rights which are the  
22 subject of the Transfer Requests; (ii) intervention is presently deemed necessary by the  
23 Watermaster for the parties to transfer, own, and/or use the Production Rights; and (iii) no current  
24 party represents the interests of the Movant.

25 Permissive intervention is also applicable because: (i) both parties claim an interest in the  
26 water Production Rights which are the subject of the Transfer Requests; (ii) intervention will not  
27 enlarge, alter, impair, nor in any way affect the issues in the litigation (since the litigation is  
28 entirely resolved); and (iii) the reasons for intervention are to comply with the Judgment (which

1 specifically contemplates that new parties would intervene), and to comply with conditions  
2 required by the Watermaster (that the parties intervene).

3 The intervention statute is designed to promote fairness and to ensure maximum  
4 involvement by all responsible, interested in affected parties. *Mary R. v. B. & R. Corp.*, 149 Cal.  
5 App. 3d 308, 314 (Cal. Ct. App. 1983). The statute "should be liberally construed in favor of  
6 intervention" *Lindelli v. Town of San Anselmo*, 139 Cal. App. 4th 1499, 1505 (2006). The  
7 Judgment, which controls, recognizes these principles through Sections 20.9, which expressly  
8 provide for intervention after entry of the Judgment in order to account for persons who "propose  
9 to ... acquire a Production Right" after the elate of the Judgment.

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

11 As required by Section 20.9 of the Judgment, Movant has consulted with the Watermaster  
12 Engineer and obtained the Watermaster's stipulation to Movant's proposed intervention. Movant  
13 has also presented evidence that they propose to "acquire a Production Right"; which is precisely  
14 one of the categories of persons contemplated to intervene into the action and become a "Party" to  
15 the Judgment. Lastly, Movants have properly and duly served this Motion in accordance with  
16 Section 20.7 of the Judgment by e-filing on the Court's website.

17 ////  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



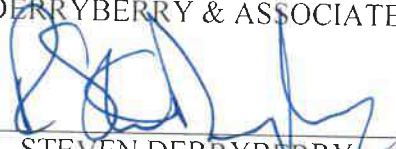
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IV. PRAYER**

Movant respectfully requests that this Court grant its Motion to Intervene and thereby become a Party bound by the Judgment, pursuant to Section 20.9 of the Judgment.

DERRYBERRY & ASSOCIATES LLP

Dated: 4/11/2024

  
\_\_\_\_\_  
R. STEVEN DERRYBERRY  
KIMBERLY R. ROSE-McCASLIN  
Attorneys for CALIFORNIA COMPACTION CORPORATION, a California corporation

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DECLARATION OF RYAN HUSBANDS**

I, RYAN HUSBANDS, declare as follows:

1. I am the Chief Financial Officer of California Compaction Corporation, a California corporation, the Movant herein. I have personal knowledge of the matters set forth herein, and if called as a witness, I could competently testify thereto.

2. I hereby state that the documents attached hereto constitute writings compiled and prepared in the regular and ordinary course of business.

3. On or about December 21, 2023 Craig Van Dam and Marta Van Dam tendered a Transfer Request Form to the Antelope Valley Watermaster (“Watermaster”), requesting its approval of the transfer of 1 acre-foot of water to California Compaction Corporation. A true and correct copy of that Transfer Request Form is attached hereto as Exhibit “A” and is incorporated herein by this reference.

4. I am informed and believe that during the course of its standard due diligence, the Watermaster and its Engineer confirmed that Craig Van Dam and Marta Van Dam possesses the right to use or transfer Permitted Volume in the amount of 1 acre-foot per year.

5. I am informed and believe that the Transfer Request came on for hearing during the course of the Watermaster Board meeting on March 27, 2024, and that after a thorough discussion and consideration of the matter the Board vote unanimously to approve the transfer request. Attached hereto and incorporated by reference as Exhibit “B” is the fully executed Resolution NO. R-24-20 Approving Applications for Transfers Pursuant to the Terms of the Judgment.

6. I am aware that the Watermaster's approval of these transactions is conditioned upon March 27, 2024, Corporation successfully intervening as a party to the Judgment.

////

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

7. March 27, 2024, Corporation desires to intervene into this Action and become a Party to the Judgment herein, and I respectfully request that this Court enter an Order to that effect.

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

Dated: 11/04/2024

*Ryan Husbands*

RYAN HUSBANDS

EXHIBIT A

**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, 500 Capitol Mall, Ste. 2350, Sacramento, CA 95814 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 1 AF acre-feet Temporary/One-time Amount 30 acre-feet

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

Date Requested \_\_\_\_\_

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

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

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

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

Name Craig Van Dam and Marta 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

APN#(s) where transfer originates (i.e., production well location(s)) LA County 3384-001-001 and 3384-001-003

APN#(s) (or water supply service area) where groundwater was used LA County 3384-001-001 and 3384-001-003

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

Name California Compaction Corporation Street Address 42851 Sierra Highway

City Lancaster State California Zip Code 93534

Phone 661-949-9799 email ryan@cacompaction.com

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

APN#(s) (or water supply service area) where transfer will be pumped and used \_\_\_\_\_

None at this time. Buyer will comply with all laws, rules and regulations before extraction.

**Purpose of Transfer:**

Permanent Transfer resulting from Property Sale/Transfer (PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT)

Additional Source of Water

Other, explain No extraction point at this time, Buyer will comply with the AV Water Adjudication Judgment

Water is to be Transferred from/to: (transferred water retains its original water type): AV Watermaster rules and California laws before extracting water provided.

Current Year Production Right: amount \_\_\_\_\_ acre-feet

Carry Over Water: amount Thirty (30) acre-feet

Storage: amount \_\_\_\_\_ acre-feet

Other, explain Transferee will comply with the AV Water Adjudication Judgment, AV Watermaster Rules and California Law.

(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: n/a

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

Are Parties aware of any water level issues that exist in either the area transferred from or to? Yes or  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.

**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 See attached signature page Date \_\_\_\_\_

Signature of Transferee See attached signature page Date \_\_\_\_\_

<b>To be completed by the Watermaster:</b>	
Watermaster Engineer Approval _____	Date _____
Watermaster Board Approval _____	Date _____

ATTACHMENT TO TRANSFER REQUEST FORM  
ANTELOPE VALLEY WATERMASTER

**SIGNATURE OF TRANSFEROR:**

Dated: Dec 21, 2023

Craig Van Dam  
By: Craig Van Dam

Marta Van Dam  
By: Marta Van Dam

**SIGNATURE OF TRANSFEREE:**

Dated: \_\_\_\_\_, 2023

California Compaction Corporation

- Signed in Counterpart  
By: Ryan Husbands  
Its: \_\_\_\_\_



ATTACHMENT TO TRANSFER REQUEST FORM  
ANTELOPE VALLEY WATERMASTER

**SIGNATURE OF TRANSFEROR:**

Dated: \_\_\_\_\_, 2023

- Signed in Counterpart -  
By: Craig Van Dam

- Signed in Counterpart -  
By: Marta Van Dam

**SIGNATURE OF TRANSFEREE:**

Dated: December 20, 2023

California Compaction Corporation

[Signature]  
By: Ryan Husbands  
Its: President

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 §  
*Riverside* §  
COUNTY OF ~~LOS ANGELES~~ §

On Dec 21, 2023, before me, Julio Ramirez, Notary Public, 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: [Handwritten Signature] (Seal)

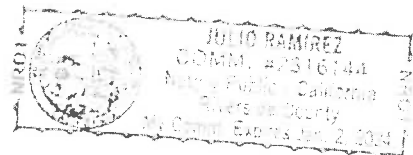
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §  
*Riverside* §  
COUNTY OF ~~LOS ANGELES~~ §

On Dec 21, 2023, before me, Julio Ramirez, Notary Public, a Notary Public, personally appeared Marta 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 she executed the same in her authorized capacity, and that by her 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: [Handwritten Signature] (Seal)

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 12/20/2023, 2023, before me, Karen Clements, Notary Public  
a Notary Public, personally appeared Ryan Husbands, 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: Karen Clements (Seal)

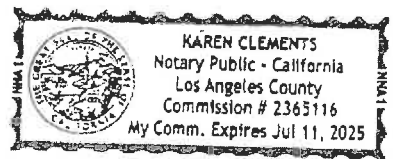


EXHIBIT B

**RESOLUTION NO. R-24-20**

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

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

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

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

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

WHEREAS, pursuant to the Transfer Request Form listed on attached Exhibit A, Craig and Martha Van Dam proposes to make permanent transfers of 1 acre-foot to California Compaction Corporation; and

WHEREAS, California Compaction Corporation is not a Party to the Judgment, and as such California Compaction Corporation may not receive a transfer of Production Right until they successfully intervene as Parties to the Judgment; and

WHEREAS, no point of extraction is identified by California Compaction Corporation, which means no Material Injury analysis can be conducted at this time; and

WHEREAS, in consultation with the Watermaster General Counsel, the Watermaster Engineer has reviewed the 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) California Compaction Corporation 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 California Compaction Corporation has successfully intervened as a Party to the Judgment;
- (3) the Production Right and Carryover to be transferred to California Compaction Corporation shall not be utilized by California Compaction Corporation or any subsequent transferee until a point of extraction is identified and disclosed to the Watermaster Engineer in writing, the Watermaster Engineer has conducted a Material

Injury analysis and determined that no Material Injury will occur, and such Material Injury analysis has been reviewed and approved by the Board; and

- (4) nothing in this Resolution shall be construed as precedent or authority for any non-Party to receive a transfer of a Production Right without first intervening in the Judgment.

WHEREAS, the Watermaster Board has considered the findings and recommendations of the Watermaster Engineer set forth above and attached in Exhibit A and is prepared to approve the 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-24-20 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held March 27, 2024, in Palmdale, California.**


Date:

3/27/24

ATTEST:

Patricia Rose

Patricia Rose – Secretary

  
Robert Parris, Chairman

**EXHIBIT A Attachment to  
Resolution No. R-20-16  
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>
Craig and Marta Van Dam	California Compaction Corporation	Permanent	1 (AF)	3384-001-001, 3384-001-003	To Be Determined
Craig and Marta Van Dam	California Compaction Corporation	Permanent	1 (AF)	3384-001-001, 3384-001-003	To Be Determined