

STATE OF CALIFORNIA  
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
STATE WATER RESOURCES CONTROL BOARD

**ORDER WR 2016 - 0006 - EXEC**

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**In the Matter of the Diversion and Use of Water by  
Woods Irrigation Company**

**ORDER APPROVING SETTLEMENT AGREEMENT**

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**BY THE EXECUTIVE DIRECTOR<sup>1</sup>**

**1.0 INTRODUCTION**

This matter comes before the Executive Director of the State Water Resources Control Board (State Water Board or Board) following the issuance of a Cease and Desist Order (CDO) to the Woods Irrigation Company (Woods) and the State Water Board granting, in part, reconsideration of that CDO. In accordance with the attached Settlement Agreement, the State Water Board's Division of Water Rights prosecution team (Prosecution Team), Woods, certain landowners receiving water through Woods facilities (Landowners<sup>2</sup>) and a

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<sup>1</sup> State Water Board [Resolution No. 2012-0061](#) delegates to the Executive Director the authority to issue a decision or order by settlement of the parties under Government Code section 11415.60.

<sup>2</sup> R.D.C. Farms, Inc; Ronald & Janet Del Carlo Eddie Vierra farms, LLC; Dianne E. Young; Berniece Silva Tr et al; Larry And Donette D'alonzo Tr; Renzo and Evelyn Menconi; Patrick J & Patricia Kennedy; Marchini Land Co.; Lillian Mazzanti Survivors Trust; John Robert Sanguinetti; Singh Farms Inc; Kelly Pellegrini, Trustee; Dino and Nicole Del Carlo; Mary Pereira Coelho Tr; Relm Properties, LLC; Marie Peters Tr et al.; Mussi Ag; Antonioli Family Ltd Ptp; Ariana Antonioli Tr; Ronnie and Janet Del Carlo Tr; George and Pamela Vierra; Curtis Grunsky; Helen Costa Tr et al; Keven and Denise Jones; Vicky Pierini; Larry Vierra et al; Timothy and Lynn Grunsky; Evo and Angela Del Carlo; Mary Perry; Michael Vierra; Schmidt Highway 4 Ranch LLC; Lorraine Del Soldato-Swany and Loretta Moulding; Ison Inc Nathan Mussi; Emily Marie Cabral; Patricia Hamm, Trustee, Louis Mello Tr and Helen Balcao Tr; John T. Bertilacchi et al.; Richard Klein; Manuel Rodgers; Judith Balcao Tr et al.; Judith Balcao Tr; Patricia Bowles et al.; Jack Klein Trust Ptp; Robinson Diversified Farms, LP; Heather Robinson Tanaka; Honker Lake Ranch LP; Pak, Yong Kil & Young Sun c/o Celli Ranches; A Rossi Inc; Andrew M. Harragon Tr et al.; August & Lillian Tr Mazzanti; Mario Jaques Tr; Richard and Vincent Marchini; Richard and Debbie Marchini Tr; Linda A. Lehmann-Kitzmiller c/o Marchini Land Co Ptp; John E. and Dixie L. Brass Trust c/o Marchini Land Co Ptp Rudy M Mussi Investment LP, et al.; Lorry Mussi Tr et al.; Lory C Mussi Investment LP; Elyse Rodgers Vieira and Elyse Rodgers Vieira Separate Property Tr; Elyse Rodgers Vieira Separate Property Tr; Cecil J. & Sandra J. Rodgers; and Rudy M. & Toni Mussi et al.

number of the other parties that have participated in the Woods CDO hearing have agreed to settle this matter in lieu of proceeding with further hearings. The issuance of a decision or order pursuant to a settlement agreement is authorized under Government Code section 11415.60. The settlement is approved.

## **2.0 BACKGROUND**

Woods is an irrigation company that diverts water to and provides drainage services for certain landowners on Middle Roberts Island.

In 2009, the Prosecution Team initiated a CDO proceeding against Woods. A hearing over multiple days was held in 2010. The Landowners were not the direct subject of the original proceeding, were not provided individual notice of the 2010 hearing by the Board, and did not participate in the 2010 hearing. The Landowners are shareholders in and customers of Woods.

On February 17, 2011, the Board issued [Order WR 2011-0005](#), a CDO against Woods. Woods, the Central Delta Water Agency, the South Delta Water Agency and a number of Landowners petitioned the Board for reconsideration of Order WR 2011-0005.

By [Order WR 2012-0012](#), the Board subsequently granted, in part, the requests for reconsideration of Order WR 2011-0005. Through Order WR 2012-0012, the Board reopened the CDO proceeding to allow the Landowners to participate in a supplemental hearing and put forth additional evidence of water rights to support the Woods diversions, which information would be used to determine whether to adopt an order revising Order WR 2011-0005. Order WR 2012-0012 also provides: "The findings and conclusions of law in this order and Order WR 2011-0005 shall not be given preclusive effect, and are subject to reevaluation and revision based on additional evidence and argument that may be presented at the hearing." The supplemental hearing was scheduled to begin on June 8, 2015, after delays to allow the issue of the State Water Board's authority to address claims of pre-1914 and riparian rights in Order WR 2011-0005 to be addressed, and to accommodate the requests of various parties.

Woods, the Landowners, the San Luis & Delta-Mendota Water Authority (Authority), State Water Contractors (SWC), Westlands Water District, and Modesto Irrigation District (MID) also challenged Order WR 2011-0005 in separate court actions. The jurisdictional issues raised by the Landowners and Woods were resolved in *Young v. State Water Resources Control Board* (2013) 219 Cal.App.4<sup>th</sup> 397. Claims against the State Water Board in *Modesto Irrigation District v. State Water Resources Control Board* (Superior Court of Sacramento County, Case No. 34-2011-80000803-CU-WM-GDS, filed March 2, 2011) were dismissed as moot.

The reopened proceeding before the Board and actions before the Superior Court were intended to address a dispute among the parties to the CDO hearing regarding the extent to which Woods could lawfully divert, and Woods' customers could lawfully use, water diverted from Middle River. The Board filed an amicus curiae brief in *Modesto Irrigation District, et al. v. State Water Resources Control Board, et al.*, requesting that the action be stayed pending the re-opened CDO hearing due to "parallel issues" between the court action and the re-opened CDO proceeding. The court granted the stay.

Concurrent with their preparations for the supplemental hearing, parties to the CDO hearing entered into discussions to explore whether this dispute could be resolved by settlement, as opposed to through an adversarial process. On April 22, 2015, the hearing officers granted the request of Woods, the Landowners, South Delta Water Agency, the Authority, and the SWC to take the hearing off calendar to allow all of the parties to the CDO hearing to focus their efforts on settling their disputes, rather than preparing for adversarial proceedings. The Prosecution Team participated in the settlement discussions.

Through settlement negotiations, Woods and the Landowners have indicated that they (1) provided some of the other parties substantial information that was not available during the 2009-2010 proceedings that better informs the acreage of land and season of production within Woods' water service area prior to 1914, and (2) recognized the

opportunity to improve the management of water within Woods' water service area, including maintaining and reporting data on the quantity of water diverted and discharged.

Woods, the Landowners, the Prosecution Team, SDWA, SWC, and the Authority (Settling Parties) have agreed to settle the matters identified for the reopened proceeding, and to foster their stated objective of finding common grounds for resolving water rights issues affecting them. The settling parties submitted a proposed settlement to the State Water Board on September 16, 2015, pending final signatures.<sup>3</sup>

The State Water Board provided notice of the proposed settlement and an opportunity to submit comments on it to all hearing participants on October 14, 2015. No hearing participants have objected to or commented on the proposed settlement.

### **3.0 SETTLEMENT AGREEMENT**

The Settlement Agreement is attached hereto. The general terms of the settlement are that: (1) Woods and the Landowners will not exceed specific limits for water diverted under all Woods-affiliated rights; (2) the Prosecution Team, the Authority, and SWC will not contest the adequacy of the Woods Affiliated Rights to support the diversion of water consistent with the agreement, provided the water diverted is for use within the Woods Water Service Area; (3) Woods shall monitor and report on diversions, as specified, including submission of a compliance plan to the Deputy Director for Water Rights, and implementation of the plan after approval; (4) the parties to the court action in *MID v. SWRCB* will petition or if necessary move the court in *MID v. SWRCB* for an order to stay the court action until December 31, 2020; (5) for the Woods-affiliated rights, Woods will file and report one Statement of Water Diversion and Use and Supplemental Statement per each Point of Diversion as required by Water Code 5100 et seq. with Woods

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<sup>3</sup> As of the date of this order, all landowners who have submitted Notices of Intent to Appear have signed the settlement agreement, with the exception of the Marie Peters Trust, et al. (Trust). The ownership of the trust property (APN 162-070-03) is currently being contested, and the Trust's counsel continues to work with the Trust's attorney to secure a signature, and recommends moving forward with settlement approval process at the Board. (Communications with Dean Ruiz, Counsel for Woods Irrigation Company (12/28/2015) and Jennifer Spaletta, Counsel for Landowners Group A (01/7/2016).)

attaching to each Statement it files the information each Landowner would have included had that landowner filed their own Statement; and (6) provided the Executive Director's order approving the Settlement Agreement is substantially consistent with the Settlement Agreement, the Settling Parties waive their right to request reconsideration of the Executive Director's order. The Settling Parties have requested that any order approving the Settlement Agreement be a final cease and desist order and that violation thereof be enforceable by the Board; provided, however, that the order approving the Settlement Agreement is substantially consistent with the Settlement Agreement. (Wat. Code, §§ 1831-36, 1845-46.)

The Settlement Agreement is understood to mean the following in the below-listed instances where there appear to be typographical errors:

- The last sentence of section 4: "If, after that meet and confer process, such a petition is filed, neither the Board, Authority **nor** SWC ~~nor~~ MID will be bound by any provision of this Agreement that otherwise limits the Parties' ability to challenge the basis for Woods Affiliated Rights."
- The last sentence of section 6.c.: "If such a change petition is filed, neither the Authority **nor** SWC ~~nor~~ MID will be bound by any provision of this Agreement that otherwise limits the Parties' ability to challenge the basis for the Woods-Affiliated Rights."
- Section 8.a.i.3.: "Monitor and record in not less **than** 15 minute intervals the amounts and rates of water (1) diverted at each Point of Diversion, and (2) discharged at each Point of Discharge."
- First sentence of Section 8.d.: "By the 15<sup>th</sup> day of each month, after Woods installs the measuring devices required under subsection (a)1 or (a)2 above, Woods shall provide the Authority, **and** SWC ~~and~~ MID with all available diversion and discharge data from the prior month."

The Parties request that State Water Board adopt the Settlement Agreement as a cease and desist order, pursuant to Water Code section 1831. (Settlement Agreement, section 9.a.) The State Water Board may issue a cease and desist order against specific

persons in circumstances where there are specific existing or threatened violations relating to water diversion and use. (Wat. Code, § 1831, subd. (d).) Here, the Settlement Agreement includes parties that do not divert through or use the water diverted through the Woods Irrigation Company's facilities on Middle River, and also includes procedural steps in litigation to which the Board is no longer a party. The authority to approve a settlement agreement includes the authority to approve measures that would not normally be within the authority of the approving agency, so long as the extension is not contrary to law. (Gov. Code, sec. 11415.60, subdivision (c); *Rich Vision Centers, Inc. v. Board of Medical Examiners* (1983) 144 Cal.App.3d 110.) Without determining whether binding non-diverting parties through a cease and desist order is possible, the Board declines to extend its authority under settlement so far as to issue a cease and desist order against parties that are neither diverting nor using water from the contested diversion. Similarly, the Board declines to issue a cease and desist order relating to the conduct of court proceedings to which the State Water Board is no longer a party, and where the diverting and non-diverting parties would be unequally affected by inclusion of the terms in a cease and desist order. Therefore, this order adopts and incorporates the Settlement Agreement, but is a cease and desist order only against Woods and the Landowners, and only as to the portions of the Settlement Agreement that relate to water diversion, use and measurement, and to the Woods-related proceedings to which the State Water Board is a party.

On June 24, 2015, the Governor signed into effect new legislation regarding measurement and reporting of water diversions. (2015 Stats., chpt. 27, §§ 15, 16, 18.) The State Water Board adopted an emergency regulation to implement these new provisions at its January 19, 2016 Board Meeting. The emergency regulation has not yet been sent to the Office of Administrative Law (OAL) for approval. It appears that the measurement process set forth in the Settlement Agreement will largely satisfy, if not exceed, the requirements of the new legislation and its implementing regulations. However, to the extent that the new statutory and forthcoming regulatory requirements require additional measures, or set forth specific requirements for implementation, the Settlement Agreement and this order adopting it do not insulate Woods or the

Landowners from the need to implement such additional measures. In this manner, Woods and the Landowners will be treated similarly to other diverters and water users currently subject to individualized measurement and/or reporting requirements.

### **ORDER**

**IT IS HEREBY ORDERED THAT** the attached Settlement Agreement is approved and is incorporated by reference into this order.

Sections 3, 4, 5, 6, 7, 8, 11 and 14 of the Settlement Agreement are adopted as a cease and desist order against Woods Irrigation Company and its customers who are Landowner parties, as herein defined, and shall be enforced as such.

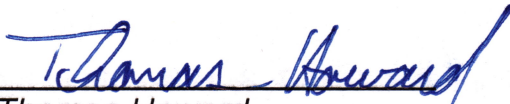
This order is subject to the following conditions which shall override those in the attached Settlement Agreement to the extent that there is a conflict or ambiguity:

- (1) If the Settlement Agreement is terminated pursuant to its terms, the Parties must immediately notify the Board and the Board may elect to re-calendar the matter and, if the hearing officers deem it appropriate, may continue with the hearing at the point at which the hearing process was halted;
- (2) If, pursuant to the terms of the Settlement Agreement, a Party is no longer bound by a term or terms of the Settlement Agreement, that Party may petition the Board for any necessary changes to this order to release that Party from commitments required under this order;
- (3) The Settling Parties may petition the Board for changes to this order to reflect agreement reached through a meet and confer process, consistent with the terms of the Settlement Agreement;
- (4) The Settling Parties may petition the Board and the Board may hear issues that were the subject of a meet-and-confer process provided for in the Settlement Agreement which did not result in agreement among the Settling Parties;

- (5) This order and the Settlement Agreement do not affect the applicability of the requirements of Senate Bill 88, 2015 Statutes, Chapter 27, or the regulations implementing the statute, to Woods Irrigation Company or to the Landowners; and
- (6) Violations of this order or of the Settlement Agreement are subject to further enforcement at the discretion of the State Water Board.

**FEB 08 2016**

Dated: \_\_\_\_\_

  
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Thomas Howard  
Executive Director



## **Agreement to Encourage Collaboration and Improve Water Management**

This Agreement to Encourage Collaboration and Improve Water Management (Agreement) is made effective as of this 1<sup>st</sup> day of September, 2015, by and among the undersigned persons and entities, sometimes referred to individually as a “Party” or collectively as “Parties.”

### **RECITALS**

- A. Woods Irrigation Company (Woods) is an irrigation company that diverts water and provides drainage services for certain landowners on Middle Roberts Island.
- B. In 2009 the State Water Resources Control Board (Board) instituted a Cease and Desist Order (CDO) proceeding against Woods. Hearings were held in 2010. The landowners who receive water from Woods (Landowners) were not the direct subject of the original proceeding, were not provided notice of the 2010 hearings, and did not participate in the 2010 hearings.
- C. On or about February 17, 2011, the Board issued Order WR 2011-0005, a CDO against Woods. Woods, the Landowners, the San Luis & Delta-Mendota Water Authority (Authority), State Water Contractors (SWC), and Modesto Irrigation District (MID) challenged Order WR 2011-0005 in separate actions in the Superior Courts of the State of California.
- D. By Order WR 2012-0012, the Board subsequently granted, in part, a request for reconsideration of Order WR 2011-0005. Through Order WR 2012-0012, the Board reopened the CDO proceeding to allow the Landowners to participate in a supplemental hearing and put forth additional evidence of water rights to support the Woods diversions, which information would be used to determine whether to adopt an order revising Order WR 2011-0005. The supplemental hearing was scheduled to take place on June 8, 2015 (and June 9, 10, and 11, if necessary). Order WR 2012-0012 also provides: “The findings and conclusions of law in this order and Order WR 2011-0005 shall not be given preclusive effect, and are subject to reevaluation and revision based on additional evidence and argument that may be presented at the hearing.”
- E. The reopened proceeding before the Board and actions before the Superior Court were intended to resolve a dispute among the Parties about the extent of water rights held by Woods and the Landowners.
- F. Concurrent with their preparations for the supplemental hearing, the Parties entered into discussions to explore whether this dispute could be resolved by settlement. The Parties were motivated to engage in those settlement discussions by their shared belief that greater cooperation among the Parties to resolve water rights issues could have mutually beneficial effects. Therefore, on April 17, 2015, Woods, the Landowners, South Delta Water Agency, the Authority, and the SWC requested and the Board’s hearing officers ordered the hearings be

taken off calendar to allow all of the Parties to focus their efforts on settling their disputes, rather than preparing for adversarial proceedings. The Division of Water Rights' Prosecution Team participated in the settlement discussions.

- G. Through settlement negotiations, Woods and the Landowners: (1) provided some of the other Parties substantial information that was not available during the 2009-2010 proceedings that better informs the acres of land and season of production within the Woods Water Service Area prior to 1914, and (2) recognized the opportunity to improve the management of water within the Woods Water Service Area, including maintaining and reporting data on the quantity of water diverted and discharged.
- H. The Parties now wish to enter into a settlement that avoids the need to resolve the current dispute with a lengthy hearing process, and to foster the Parties' objective of finding common grounds for resolving water rights issues affecting them.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the Parties agree as follows:

1. The above Recitals are incorporated into this Agreement.
2. For purposes of this Agreement:
  - a. **"Woods Water Service Area"** shall mean those existing lands for which Woods provides water service. Those lands are depicted within the green boundary on Exhibit A.
  - b. **"Woods Drainage Service Area"** shall mean those existing lands for which Woods provides drainage service. Those lands are depicted within the yellow shaded area on Exhibit A.
  - c. **"Woods Diversion Facilities"** shall mean the main pumping station (East and West Pumps) and the Stark Road pumping station, as identified on Exhibit A.
  - d. **"Woods Irrigation System"** shall mean the canals and ditches operated by Woods to deliver water from the Woods Diversion Facilities to Landowners within the Woods Service Area, which are covered by Statement of Water Diversion and Use Nos. S017905 and S017908, and of which the primary portions are identified on Exhibit A.
  - e. **"Landowners"** shall mean all landowners (present and future) within the Woods Water Service Area who receive water through the Woods Diversion Facilities and Woods Irrigation System.

- f. **“Woods Affiliated Rights”** shall mean those water rights claimed by Woods or any of the Landowners that are not “Non-Woods Affiliated Rights.”
  - g. **“Non-Woods Affiliated Rights”** shall mean: (i) pre-1914 water rights developed from use of water on lands outside the Woods Water Service Area, (ii) post-1914 water rights lawfully acquired by Woods or its Landowners, (iii) other rights to water legally obtained by Woods or its Landowners after execution of this Agreement (e.g., contract to acquire water through transfers or exchanges), (iv) License No. 3271 (Application No. 4562), or (v) percolating groundwater.
  - h. **“Point of Discharge”** shall mean each location at which the Woods drainage system discharges water into waterways in the Delta, as identified on Exhibit A.
  - i. **“Point of Diversion”** shall mean each location at which Woods diverts water under a Woods Affiliated Right into the Woods Irrigation System and Woods Water Service Area, currently the Stark Road Pump and East and West Pumps identified on Exhibit A, and each potential future well from which water is pumped and counted against the diversion limits established in section 3, if any.
  - j. **“Carriage Water”** shall mean an amount of water diverted by Woods to ensure that there is sufficient water in the Woods Irrigation System to allow the turnout of water to Landowners in the Woods Service Area for beneficial use. Carriage Water is not consumptively used by Woods or the Landowners.
  - k. **“Water year”** shall mean October 1st of any given year through September 30th of each succeeding year.
3. **Diversion Limits:** Woods and the Landowners agree to limit diversions under all Woods Affiliated Rights as set forth below.
- a. **Maximum Monthly Rates.** Total Combined Diversions shall not exceed the following monthly average rates:
    - i. 45 cfs for November, December, January, February, and March.
    - ii. 50 cfs for October.
    - iii. 65 cfs for April and September.
    - iv. 77.7 cfs for May, June, July and August.
  - b. **Cumulative Diversions.** Notwithstanding the above maximum monthly rates, total cumulative diversions in a Water Year shall not exceed 37,590 acre-feet, and diversions between November and April, within a Water Year, shall not exceed 12,514 acre-feet.

- c. **November-April Limits.** The Parties acknowledge that (i) Woods and the Landowners cannot divert continuously at the maximum monthly rates and remain within the cumulative diversions limit for the November through April period, and (ii) therefore Woods and the Landowners will not divert continuously at the maximum monthly rates for each of those months. The maximum monthly rates for the November through March period are intended to provide Woods and the Landowners with flexibility for management of the available water supply, up to the November through April cumulative diversion amount. Beginning on October 15 and on the 15th day of each month thereafter, until February 15, Woods will report to a designated person at the SWC and Authority and the Deputy Director for Water Rights the maximum monthly rate it will operate up to during the following month.
  - d. **Refinement of Diversions.** The Parties acknowledge that (i) the diversion limits set forth above include carriage water, (ii) not all of the water diverted is consumptively used, and (iii) because there are limited data on historical amounts of water diverted and discharged by Woods, the specific quantity of carriage water is unknown. The Parties commit to meet and confer no later than September 30, 2020, or three months prior to expiration of the stay ordered by the Court under Section 12, to evaluate whether the maximum monthly rates and/or cumulative diversion amounts set forth above should be modified upwards or downwards based on the data collected.
  - e. **Averaging Period.** The SWC and Authority plan to evaluate whether use of a monthly average for the maximum monthly diversion rate for the Woods Affiliated Rights adversely impacts the operation of the State Water Project or Central Valley Project. If the Board, SWC or Authority determines that the monthly averaging period adversely affects the ability of the State Water Project or Central Valley Project to meet requirements (e.g., obligations for water quality objectives or restrictions imposed under the Endangered Species Act), the Board, SWC and Authority will meet and confer with Woods to discuss the basis for this determination and to explore if there are possible operational changes that could eliminate the adverse impact yet still be economical and reasonable for Woods and the Landowners to implement without unduly jeopardizing Woods' ability to operate within the diversion limits set forth in this Agreement.
4. Nothing herein prevents a Landowner from petitioning the Board to revise the order approving this Agreement (see section 9) to allow for diversions in excess of the limits stated in section 3 above, on the condition that the petitioning Party sets forth evidence of a water right to support the larger diversion. Prior to such a request being made, (a) the Landowner(s) intending to submit the petition shall provide the other Parties 45-days prior written notice, and (b) during that 45-day period, the Parties are to meet and confer in a good faith attempt to resolve any concerns. If, after that meet and confer process, such a petition is filed, neither the Board,

Authority, SWC nor MID will be bound by any provision of this Agreement that otherwise limits the Parties' ability to challenge the basis for Woods Affiliated Rights.

5. Woods and the Landowners will:
  - a. Comply with permitting and approval requirements, if any, for the diversion and use of water pursuant to Woods Affiliated Rights.
  - b. Only divert water consistent with the Woods Affiliated Rights, Non-Woods Affiliated Rights, and California water right laws, including the requirement that water be put to reasonable beneficial uses.
  
6. Notwithstanding any other provision of this Agreement:
  - a. Woods and the Landowners may divert water from an existing or new facility, whether for surface water or from a well, that is not one of the Woods Diversion Facilities on the condition that if water is diverted from such a facility for use within the Woods Water Service Area, the quantity of water diverted from that facility will be measured and reported pursuant to section 8, below, and accounted towards the diversion limits provided in section 3, above, unless Woods or a Landowner, prior to the diversion occurring and with the concurrence of the other Parties, demonstrates that the diversion will occur pursuant to valid Non-Woods Affiliated Rights.
  - b. Currently there are no ground water wells within the Woods Water Service Area that are used for irrigation but it is possible that this could occur in the future. The Parties currently do not fully agree on how groundwater pumped from any such future well should be legally characterized. The Parties agree this issue cannot be resolved in the abstract but that a fundamental premise of this Agreement is to establish a defined maximum rate of diversion for the Woods Water Service Area. Therefore, the Parties agree that before water is pumped from a groundwater well and used for irrigation in the Woods Water Service Area, Woods shall notify the other Parties and provide the well depth, the depth from which water is drawn and the capacity of the well when operational. If in the future Woods or a Landowner proposes to begin pumping water from a well to serve lands within the Woods Water Service Area, the Party before water is pumped shall initiate a 60 day meet and confer process with the other Parties to resolve whether the pumped water is percolating or non-percolating groundwater. Regardless of the characterizations agreed to by the Parties for groundwater pursuant to this Agreement, these characterizations shall be treated as settlement agreements and shall not be deemed an admission or waiver of any arguments or claims for the purpose of any other situation outside of this Agreement. Also, nothing in this Section prevents a Landowner from petitioning the Board to modify the diversion limits, as

provided in Section 4 of this Agreement.

- c. Woods and the Landowners may change the point of diversion, place of use or purpose of use for Woods Affiliated Rights, on the condition that any such change complies with all applicable laws. This Agreement does not affect the authority of the Board when reviewing a petition by Woods or one of its Landowners for change in point of diversion, place of use, or purpose of use. Prior to such change, Woods or the Landowner(s) proposing the change will provide the other Parties with the legal and factual basis for the change, including a demonstration of water rights and sufficient water supply to support the change, and ensure the other Parties receive at least 30 days prior written notice of intent to change. If such a change petition is filed, neither the Authority, SWC, nor MID will be bound by any provision of this Agreement that otherwise limits the Parties' ability to challenge the basis for Woods-Affiliated Rights.
7. The Division of Water Rights Prosecution Team, the Authority, and SWC agree they will not contest the adequacy of the Woods Affiliated Rights to support the diversion of water consistent with section 3, above, provided the water diverted is for use within the Woods Water Service Area. By the above Parties agreeing to the preceding sentence: (a) the Board has not waived its authority to regulate Woods' or the Landowners' diversions in any manner allowed by law, and (b) the Board, the Authority or SWC may challenge the ability of Woods or any of its Landowners to divert water on any other basis, including but not limited to the ability to challenge diversions because of: (1) a failure or inability to put water to reasonable, beneficial use, (2) an unreasonable method of diversion, and (3) unavailability of water for diversion.
8. Monitoring and Reporting
    - a. Within 45 days of the date of an Order approving this Agreement or an Order issuing that is substantially consistent with this Agreement, Woods shall prepare and file with the Deputy Director for Water Rights a compliance plan ("Compliance Plan") setting forth how Woods will comply with section 3 above.
      - i. Woods shall include in the Compliance Plan commitments to:
        1. Install and operate measuring devices to Woods' and Woods Affiliated Rights' Point of Diversion as defined herein.
        2. Install and operate measuring devices at Woods' Point of Discharge as defined herein.
        3. Monitor and record in not less 15 minute intervals the amounts and rates of water (1) diverted at each Point of Diversion, and (2) discharged at each Point of Discharge.
        4. Ensure that data recorded from each Point of Diversion and each Point of Discharge are transmitted to Woods in real time.

5. Review and reevaluate, as necessary, the type of measuring devices, frequency of monitoring and recording, and the manner in which data are collected to ensure Woods is using appropriately accurate technologies and best professional practices provided such technologies and practices are economically practicable. Woods has represented that in 2015 it upgraded its monitoring equipment and technology at each of the Woods Diversion Facilities.
6. Upgrade the devices and data collection as it or the Deputy Director for Water Rights determines necessary consistent with the available technologies and professional practices, provided such upgrades are practicable and economically feasible for Woods.
7. Develop and implement an operator's manual, flow chart, or other written instructions that identify the process to be taken by Woods' employees to routinely measure and record diversions and discharges, and the maintenance and calibration schedule of all measuring devices used to ensure compliance with the diversion limits provided in section 3 above. The instructions shall be used to train Woods' employees who operate the Woods irrigation system and shall be available to such personnel at all times.
8. Develop and implement provisions for reducing water diversions when monitoring reveals that diversions have caused or are likely to cause an exceedance of the diversion rates or volumes provided for in section 3 above.

The final determination and approval of the Compliance Plan and economic feasibility will be made by the Deputy Director for Water Rights after conferring with the Parties, subject to reconsideration pursuant Water Code section 1122, et seq.

- b. No later than 90 days after the Board issues an Order approving this Agreement or an Order issuing that is substantially consistent with this Agreement, Woods will install the measuring devices required under subsections (a)1 and (a)2 above and will begin operating them in compliance with subsections (a)3 and (a)4.
- c. Every six months through January 31, 2018, then annually thereafter, Woods shall provide to the Board, through its Deputy Director for Water Rights, with copies to the other Parties, a written update of the efforts by Woods and the Landowners to implement the Compliance Plan.
- d. By the 15th day of each month, after Woods installs the measuring devices required under subsection (a)1 or (a)2 above, Woods shall provide the Authority, SWC, and MID with all available diversion and discharge data from the prior month. Woods shall

provide the Board with available diversion and discharge data upon request and as required by law.

- e. At least annually, Woods will evaluate the data developed through the Compliance Plan to assess (i) whether it furthers the intent of the Parties, as reflected in the Recital G(2), and (ii) if Woods may meet the diversion limits provided in section 3 above based on an averaging period less than monthly without otherwise adversely impacting Woods or the Landowners
  - f. For the Woods Affiliated Rights, Woods will file and report on behalf of the Landowners one Statement of Water Diversion and Use and Supplemental Statement per each Point of Diversion as required by Water Code 5100 et seq. Woods shall attach to each Statement it files the information each Landowner would have included in the Statement if the Landowner would have filed the Statement itself.
9. Within 7 days of the Parties executing this Agreement, the Parties will jointly petition or if needed move the Board for an order approving this Agreement. The petition or motion will include a request that the order approving this Agreement:
- a. Constitute a Cease and Desist Order pursuant to Water Code section 1831, violations of which are enforceable by the Board.
  - b. Include a provision that any Party may petition the Board to revise the Cease and Desist Order to reflect agreement reached through a meet and confer process required by this Agreement.
  - c. Include a provision that any Party may petition the Board to resolve an issue that was the subject of a meet and confer process required by this Agreement which did not result in agreement among the Parties.
10. Within 7 days of the Board taking action on the Parties' joint petition in section 9, above, if any Party determines that the Board's order is not substantially consistent with this Agreement, that Party shall notify the other Parties in writing and initiate a meet-and-confer process to discuss the concern. If after that process any Party still determines that the order is not substantially consistent with this Agreement, that Party may give written notice to the other Parties at which time this Agreement will terminate.
11. Within 14 days of the Board issuing an order substantially consistent with this Agreement, or within 14 days of conclusion of a meet-and-confer process in section 10 that does not result in termination, whichever is later, Woods will request the Board extend the timelines for processing Water Right Application No. 31880 until after December 31, 2020 to allow the Parties time to facilitate the settlement contemplated by this Agreement and obviate the need for the



application. If this Agreement remains in place and there is not a court action adversely affecting the rights of Woods to divert water prior to December 31, 2020, Woods shall withdraw the application as of December 31, 2020. Alternatively, if this Agreement is terminated or if there is any court action which adversely affects or challenges the right of Woods or the Landowners to divert water pursuant to the terms of this Agreement prior to December 31, 2020, Woods may continue to pursue the application.

12. Within 14 days of the Board issuing an order substantially consistent with this Agreement, or within 14 days of conclusion of a meet-and-confer process in section 10 that does not result in termination, whichever is later, the Parties will petition or if needed move the Superior Court of the State of California in *Modesto Irrigation District, et al. v. State Water Resources Control Board, et al.*, Sacramento County Superior Court, Case No. 34-201180000803-CU-WM-GD, for an order to stay the case until December 31, 2020. The petition or motion shall provide that, if the stay is entered, (a) any Party may subsequently petition the Court to lift the stay provided that prior to filing such a petition the Party seeking to lift the stay provides the other Parties 45-days prior written notice, (b) during that 45-day period, the Parties meet and confer in a good faith attempt to resolve the concerns which caused the issuance of the notice, and (c) the case shall be automatically dismissed without prejudice if no petition to lift the stay is filed by December 31, 2020. If the stay is lifted, the Parties will not be bound by the terms of this Agreement. If Case No. 34-201180000803-CU-WM-GD is dismissed without prejudice, any Party may file a new case challenging the water rights claimed by Woods and/or the Landowners.
13. If the Board does not approve the time-extension request in section 11 or if the Court does not approve the stay petition in section 12, the Parties shall meet and confer to agree on a mutually applicable shorter extension and/or stay period or other alternative acceptable to the Board and/or Court which achieves substantially the same purpose as sections 11 and 12.
14. Within 14 days of the Board issuing an order substantially consistent with this Agreement, or within 14 days of conclusion of a meet-and-confer process pursuant to section 10 that does not result in termination, whichever is later, the Plaintiffs/Petitioners in *Young et. al v. State Water Resources Control Board*, San Joaquin County Superior Court case no. 39-2011-00259191-CU-WM-STK ("Young I") and *Young et. al v. State Water Resources Control Board*, San Joaquin County Superior Court case no. 39-2012-00286485-CU-WM-STK ("Young II") will request dismissal without prejudice of *Young I* and *Young II*.
15. The Parties shall bear their own attorneys' fees and costs associated with this Agreement, the Woods CDO proceedings resulting in Order WR 2011-0005, referenced in Recital C, the Woods CDO rehearing proceedings that preceded this Agreement, referenced in Recital D, *Young I*, *Young II* and *Modesto Irrigation District, et al. v. State Water Resources Control Board, et al.*, Sacramento County Superior Court, Case No. 34-201180000803-CU-WM-GD, except to the extent already paid.

16. The Parties will petition the Board to revise any Cease and Desist Order issued pursuant to section 9.a. to reflect agreement reached through a meet-and-confer process required by this Agreement.
17. A Party may petition the Board to resolve an issue that was the subject of a meet-and-confer process required by this Agreement which did not result in agreement among the Parties.
18. This Agreement is for settlement purposes and does not constitute an admission or concession by any Party of the merit of any other Party's rights, claims, positions, contentions, or defenses, including those related to water rights and water availability. This Agreement is not intended to and does not reflect a determination of or agreement on the water rights held by Woods or any of the Landowners and shall not be construed as such in any future proceeding.
19. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed under the laws of this State.
20. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understandings between the Parties. No promises, inducements, or representations regarding the subject matter of this Agreement have been made by any party other than those set forth in this document or incorporated by reference herein. Unless otherwise stated in this Agreement, any modification or amendment to this Agreement must be in writing, must be signed and dated by the Parties, and must explicitly state that it is intended to be an amendment to or modification.
21. Counsel for the respective Parties have reviewed and participated in the drafting of this Agreement. Consequently, the normal rule of construction that ambiguities shall be resolved against the drafter shall not be used or applied in the interpretation of this document.
22. The Parties, and each of them, acknowledge that this Agreement is entered into voluntarily after the Parties' respective independent investigation.
23. This Agreement shall be binding upon each Party to it and upon each of such Party's heirs, administrators, representatives, executors, successors, and assigns. Within 30 days of the effective date, Woods will record the order approving this Agreement, which will attach a copy of this Agreement, in the San Joaquin County Recorder's office on all parcels within the Woods Water Service Area. By signing this Agreement the Division of Water Rights' Prosecution Team does not intend to and cannot bind the Board, but the Board can, through approval of the Agreement, agree to the terms of this Agreement.
24. The provisions of this Agreement shall be binding and effective with respect to, and are not intended to benefit any persons or entities other than, the Parties and their respective successors and assigns. Notwithstanding the prior sentence, where the Agreement includes provisions that are intended to bind and be effective with respect to the Board, those provisions

bind and become effective with respect to the Board if and when the Board issues an order approving this Agreement on terms consistent or substantially consistent with this Agreement.

25. Any breach of this Agreement would result in irreparable harm for which money damages would not be a sufficient remedy; therefore, in any action to enforce the terms of this Agreement, the non-breaching Party shall be entitled to equitable relief, including injunctive relief or the remedy of specific performance.
26. This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which collectively shall constitute a single instrument. Photocopies, facsimile copies, and PDF copies of this signed Agreement shall have the same force and effect as a wet ink original signature on this Agreement.
27. Waiver of Reconsideration. Each Party waives its right to request reconsideration of the Board's order approving this Agreement, provided no material modifications to this Agreement or additional requirements beyond the requirements of this Agreement are included in that order.


Executed as of the dates set forth below:

**STATE WATER RESOURCES CONTROL BOARD PROSECUTION TEAM**

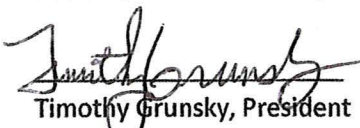
  
John O'Hagan, Assistant Deputy Director  
for Water Rights

Date: 9/15/15

*Approved as to form:*

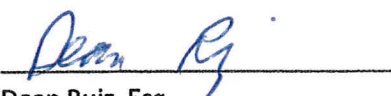
  
David Rose, Attorney III  
Office of the Chief Counsel

**WOODS IRRIGATION COMPANY**

  
Timothy Grunsky, President

Date: 8-25-15

*Approved as to form:*

  
Dean Ruiz, Esq.  
Counsel for Woods Irrigation Company

\_\_\_\_\_  
John Herrick, Esq.  
Counsel for Woods Irrigation Company and  
South Delta Water Agency

Final 8/18/15

**SOUTH DELTA WATER AGENCY**

  
Jerry Robinson, Chairman of the Board

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

*Approved as to form:*

  
John Herrick, Esq.  
Counsel for South Delta Water Agency

**STATE WATER CONTRACTORS**

\_\_\_\_\_  
Stefanie Morris, Acting General Manager

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

*Approved as to form:*

\_\_\_\_\_  
Stanley Powell, Esq.  
Counsel for State Water Contractors

**SAN LUIS AND DELTA MENDOTA WATER CONTRACTORS**

\_\_\_\_\_  
Dan Nelson, Executive Director

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

*Approved as to form:*

\_\_\_\_\_  
Jon Rubin, Esq., General Counsel

**LANDOWNERS WHO RECEIVE IRRIGATION WATER FROM WOODS IRRIGATION COMPANY:**

*[Landowner signatures on following pages]*

*Approved as to form:*

\_\_\_\_\_  
Jennifer L. Spaletta, Esq.  
Counsel for Landowner Group A

\_\_\_\_\_  
Kurtis Keller, Esq.  
Counsel for Landowner Group B

Final 8/18/15

**SOUTH DELTA WATER AGENCY**

\_\_\_\_\_  
Jerry Robinson, Chairman of the Board

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

*Approved as to form:*

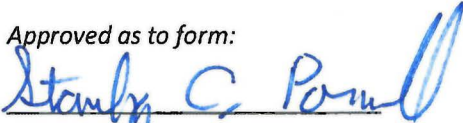
\_\_\_\_\_  
John Herrick, Esq.  
Counsel for South Delta Water Agency

**STATE WATER CONTRACTORS**

  
\_\_\_\_\_  
Stefanie Morris, Acting General Manager

Date: 8/31/15

*Approved as to form:*

  
\_\_\_\_\_  
Stanley Powell, Esq.  
Counsel for State Water Contractors

**SAN LUIS AND DELTA MENDOTA WATER CONTRACTORS**

\_\_\_\_\_  
Dan Nelson, Executive Director

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

*Approved as to form:*

\_\_\_\_\_  
Jon Rubin, Esq., General Counsel

**LANDOWNERS WHO RECEIVE IRRIGATION WATER FROM WOODS IRRIGATION COMPANY:**

*[Landowner signatures on following pages]*

*Approved as to form:*

\_\_\_\_\_  
Jennifer L. Spaletta, Esq.  
Counsel for Landowner Group A

\_\_\_\_\_  
Kurtis Keller, Esq.  
Counsel for Landowner Group B

Final 8/18/15

**SOUTH DELTA WATER AGENCY**

\_\_\_\_\_  
Jerry Robinson, Chairman of the Board

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

*Approved as to form:*

\_\_\_\_\_  
John Herrick, Esq.  
Counsel for South Delta Water Agency

**STATE WATER CONTRACTORS**

\_\_\_\_\_  
Stefanie Morris, Acting General Manager

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

*Approved as to form:*

\_\_\_\_\_  
Stanley Powell, Esq.  
Counsel for State Water Contractors

**SAN LUIS AND DELTA MENDOTA WATER CONTRACTORS**

\_\_\_\_\_  
Dan Nelson, Executive Director

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

*Approved as to form:*

\_\_\_\_\_  
Jon Rubin, Esq., General Counsel

**LANDOWNERS WHO RECEIVE IRRIGATION WATER FROM WOODS IRRIGATION COMPANY:**

*[Landowner signatures on following pages]*

*Approved as to form:*

\_\_\_\_\_  
Jennifer L. Spaletta, Esq.  
Counsel for Landowner Group A

  
\_\_\_\_\_  
Kurtis Keller, Esq.  
Counsel for Landowner Group B

Final 8/18/15

**SOUTH DELTA WATER AGENCY**

\_\_\_\_\_  
Jerry Robinson, Chairman of the Board

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

*Approved as to form:*

\_\_\_\_\_  
John Herrick, Esq.  
Counsel for South Delta Water Agency

**STATE WATER CONTRACTORS**

\_\_\_\_\_  
Stefanie Morris, Acting General Manager

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

*Approved as to form:*

\_\_\_\_\_  
Stanley Powell, Esq.  
Counsel for State Water Contractors

**SAN LUIS AND DELTA MENDOTA WATER CONTRACTORS**

\_\_\_\_\_  
Dan Nelson, Executive Director

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

*Approved as to form:*

\_\_\_\_\_  
Jon Rubin, Esq., General Counsel

**LANDOWNERS WHO RECEIVE IRRIGATION WATER FROM WOODS IRRIGATION COMPANY:**

*[Landowner signatures on following pages]*

*Approved as to form:*

  
Jennifer L. Spaletta, Esq.  
Counsel for Landowner Group A

\_\_\_\_\_  
Kurtis Keller, Esq.  
Counsel for Landowner Group B

Final 8/18/15

**SOUTH DELTA WATER AGENCY**

\_\_\_\_\_  
Jerry Robinson, Chairman of the Board

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

*Approved as to form:*

\_\_\_\_\_  
John Herrick, Esq.  
Counsel for South Delta Water Agency

**STATE WATER CONTRACTORS**

\_\_\_\_\_  
Stefanie Morris, Acting General Manager

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

*Approved as to form:*

\_\_\_\_\_  
Stanley Powell, Esq.  
Counsel for State Water Contractors

**SAN LUIS AND DELTA MENDOTA WATER CONTRACTORS**

  
\_\_\_\_\_  
Dan Nelson, Executive Director

Date: 9/8/15

*Approved as to form:*

  
\_\_\_\_\_  
Jon Rubin, Esq., General Counsel

**LANDOWNERS WHO RECEIVE IRRIGATION WATER FROM WOODS IRRIGATION COMPANY:**

*[Landowner signatures on following pages]*

*Approved as to form:*

\_\_\_\_\_  
Jennifer L. Spaletta, Esq.  
Counsel for Landowner Group A

\_\_\_\_\_  
Kurtis Keller, Esq.  
Counsel for Landowner Group B



Landowner Group A:

WIC Parcel#	Acres	San Joaquin County Assessor's Number	Owner	Signature and Date
2	155.88	131-260-05	Silva, Berniece L. Tr Et Al	<i>Yvonne Sharp</i> <i>Connie Sargunov</i>
3	16.67	131-360-09	Silva, Berniece L. Tr Et Al	<i>Yvonne Sharp</i> <i>Connie Sargunov</i>
4	36.67	131-360-08	Silva, Berniece L. Tr Et Al	<i>Yvonne Sharp</i> <i>Connie Sargunov</i>
5	114.39	131-360-13	Silva, Berniece L. Tr Et Al	<i>Yvonne Sharp</i> <i>Connie Sargunov</i> <i>Tracie's</i>
6	130.88	131-360-12	KENNEDY, PATRICK J & PATRICIA A TR	
7-1.	7.03	162-040-22	Stockton Port District	
7-2.	138.46	162-040-23	KENNEDY, PATRICK J & PATRICIA A TR	
8, 9	35.43	162-050-10, 11	D Alonzo, Larry & Donette Tr	

Landowner Group A:

WIC Parcel#	Acres	San Joaquin County Assessor's Number	Owner	Signature and Date
2	155.88	131-260-05	Silva, Berniece L. Tr Et Al	
3	16.67	131-360-09	Silva, Berniece L. Tr Et Al	
4	36.67	131-360-08	Silva, Berniece L. Tr Et Al	
5	114.39	131-360-13	Silva, Berniece L. Tr Et Al	
6	130.88	131-360-12	KENNEDY, PATRICK J & PATRICIA A TR	<i>J. Patrick Kennedy, Trustee</i>
				<i>Patrick Kennedy Member</i>
<del>XXXXXXXXXX 7-1 XXXXX 7.08 XXXX 162-040-22 XXXXX Stockton Rent District XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</del>				
7-2.	138.46	162-040-23	KENNEDY, PATRICK J & PATRICIA A TR	<i>Patrick Kennedy Trustee</i>
8, 9	35.43	162-050-10, 11	D Alonzo, Larry & Donette Tr	



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10	98.23	162-050-12	Menconi, Renzo & Evelyn	<i>Renzo Menconi 8-21-15</i>
12	100	162-050-15	Marchini Land Co	<i>Bruno Marchini Owner</i>
14	39.99	162-050-14	Menconi, Renzo & Evelyn	<i>Renzo Menconi 8-21-15 Evelyn Menconi 8-21-15</i>
15	221.15	162-050-09	SCHMIDT HIGHWAY 4 RANCH LLC	
16-20	150.33	162-050-02, 03, 04, 05, 08	Lillian Mazzanti Survivors Trust	
21	83.92	162-050-01	Sanguinetti, John Robert	<i>John R Sanguinetti 8/21/15</i>
22	1.14	162-050-06	Del Soldato-Swany, Lorraine; Loretta Moulding	
23	63.31	162-050-07	Del Soldato-Swany, Lorraine; Loretta Moulding	
24	330.85	131-350-01	Gurdip Singh and Guljinder Kaur, Singh Farm Inc.	

10	98.23	162-050-12	Menconi, Renzo & Evelyn	
12	100	162-050-15	Marchini Land Co	
14	39.99	162-050-14	Menconi, Renzo & Evelyn	
15	221.15	162-050-09	SCHMIDT HIGHWAY 4 RANCH LLC	
16-20	150.33	162-050-02, 03, 04, 05, 08	Lillian Mazzanti Survivors Trust	
21	83.92	162-050-01	Sanguinetti, John Robert	
22	1.14	162-050-06	Del Soldato-Swany, Lorraine; Loretta Moulding	<i>Lorraine Del Soldato - Swany</i> <i>Loretta Moulding</i>
23	63.31	162-050-07	Del Soldato-Swany, Lorraine; Loretta Moulding	<i>Lorraine Del Soldato - Swany</i> <i>Loretta Moulding</i>
24	330.85	131-350-01	Gurdip Singh and Guljinder Kaur, Singh Farm Inc.	

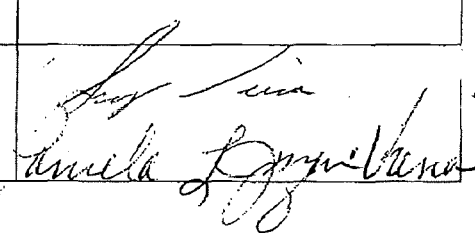
10	98.23	162-050-12	Menconi, Renzo & Evelyn	
12	100	162-050-15	Marchini Land Co	
14	39.99	162-050-14	Menconi, Renzo & Evelyn	
15	221.15	162-050-09	SCHMIDT HIGHWAY 4 RANCH LLC	<i>Handwritten signature: Harold J. Schmitt manager</i>
16-20	150.33	162-050-02, 03, 04, 05, 08	Lillian Mazzanti Survivors Trust	
21	83.92	162-050-01	Sanguinetti, John Robert	
22	1.14	162-050-06	Del Soldato-Swany, Lorraine; Loretta Moulding	
23	63.31	162-050-07	Del Soldato-Swany, Lorraine; Loretta Moulding	
24	330.85	131-350-01	Gurdip Singh and Guljinder Kaur, Singh Farm Inc.	

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15	221.15	162-050-09	SCHMIDT HIGHWAY 4 RANCH LLC	
16-20	150.33	162-050-02, 03, 04, 05, 08	Lillian Mazzanti Survivors Trust	<i>Julia A. Abate Lillian Mazzanti</i>
21	83.92	162-050-01	Sanguinetti, John Robert	
22	1.14	162-050-06	Del Soldato-Swany, Lorraine; Loretta Moulding	
23	63.31	162-050-07	Del Soldato-Swany, Lorraine; Loretta Moulding	
24	330.85	131-350-01	Gurdip Singh and Guljinder Kaur, Singh Farm Inc.	

25	124.78	131-270-05	Pellegrini, Katherine, Trustee	
26	365.93	131-270-04	Ison Inc	
27E	35.88	131-180-03 portion	Ison Inc	
28A	98.53	131-180-05	Eddie Vierra Farms LLC	
29	72.47	131-280-02	Del Carlo, Ronnie & Janet	<i>Ronnie Del Carlo for Del Carlo</i> 9-8-15
30	126.76	131-280-03	RDC Farms	<i>Ronnie Del Carlo PRESIDENT</i> 9-8-15
31	1.83	131-280-05	Nathan Mussi	
32	1.62	131-280-04	Del Carlo, Ronnie G & Janet Tr.	<i>Ronnie Del Carlo for Del Carlo</i> 9-8-15
33	160	131-280-01	Vierra, Larry et al.	
34	153.67	131-340-01	George Vierra and Pamela L. Joaquin Vierra	



Final 8/17/15

25	124.78	131-270-05	Pellegrini, Katherine, Trustee	
26	365.93	131-270-04	Ison Inc	
27E	35.88	131-180-03 portion	Ison Inc	
28A	98.53	131-180-05	Eddie Vierra Farms LLC	
29	72.47	131-280-02	Del Carlo, Ronnie & Janet	
30	126.76	131-280-03	RDC Farms	
31	1.83	131-280-05	Nathan Mussi	
32	1.62	131-280-04	Del Carlo, Ronnie G & Janet Tr.	
33	160	131-280-01	Vierra, Larry et al.	
34	153.67	131-340-01	George Vierra and Pamela L. Joaquin Vierra	

25	124.78	131-270-05	<p style="text-align: center;"><i>Kelley</i></p> Pellegrini, Katherine, Trustee	<i>Kelley</i>
26	365.93	131-270-04	Isonne Inc	
27E	35.88	131-180-03 portion	Isonne Inc	
28A	98.53	131-180-05	Eddie Vierra Farms LLC	
29	72.47	131-280-02	Del Carlo, Ronnie & Janet	
30	126.76	131-280-03	RDC Farms	
31	1.83	131-280-05	Nathan Mussi	
32	1.62	131-280-04	Del Carlo, Ronnie G & Janet Tr.	
33	160	131-280-01	Vierra, Larry et al.	
34	153.67	131-340-01	George Vierra and Pamela L. Joaquin Vierra	

25	124.78	131-270-05	Pellegrini, Katherine, Trustee	
26	365.93	131-270-04	Ison Inc	
27E	35.88	131-180-03 portion	Ison Inc	
28A	98.53	131-180-05	Eddie Vierra Farms LLC	
29	72.47	131-280-02	Del Carlo, Ronnie & Janet	
30	126.76	131-280-03	RDC Farms	
31	1.83	131-280-05	Nathan Mussi	<i>Nathan Mussi 8/10/15</i>
32	1.62	131-280-04	Del Carlo, Ronnie G & Janet Tr.	
33	160	131-280-01	Vierra, Larry et al.	
34	153.67	131-340-01	George Vierra and Pamela L. Joaquin Vierra	

25	124.78	131-270-05	Pellegrini, Katherine, Trustee	
26	365.93	131-270-04	Ison Inc	<i>Yonnette Rossi 8/24/15</i>
27E	35.88	131-180-03 portion	Ison Inc	<i>Yonnette Rossi 8/24/15</i>
28A	98.53	131-180-05	Eddie Vierra Farms LLC	
29	72.47	131-280-02	Del Carlo, Ronnie & Janet	
30	126.76	131-280-03	RDC Farms	
31	1.83	131-280-05	Nathan Mussi	
32	1.62	131-280-04	Del Carlo, Ronnie G & Janet Tr.	
33	160	131-280-01	Vierra, Larry et al.	
34	153.67	131-340-01	George Vierra and Pamela L. Joaquin Vierra	

25	124.78	131-270-05	Pellegrini, Katherine, Trustee	
26	365.93	131-270-04	Ison Inc	
27E	35.88	131-180-03 portion	Ison Inc	
28A	98.53	131-180-05	Eddie Vierra Farms LLC	<i>Rosina L. Yellard Managing Officer</i>
29	72.47	131-280-02	Del Carlo, Ronnie & Janet	
30	126.76	131-280-03	RDC Farms	
31	1.83	131-280-05	Nathan Mussi	
32	1.62	131-280-04	Del Carlo, Ronnie G & Janet Tr.	
33	160	131-280-01	Vierra, Larry et al.	
34	153.67	131-340-01	George Vierra and Pamela L. Joaquin Vierra	

35	153.57	131-340-03	Grunsky, Curtis	
36	2.08	131-340-04	Grunsky, Timothy & Lynn	
37	83.13	162-060-01	Del Carlo, Evo & Angela	
43	34.82	162-060-04	Helen Costa Tr (Randall Costa Tr)	
44	80	162-060-03	Vieira, Michael	<i>Michael A. Vieira</i> <i>8/20/15</i>
45	39.18	162-060-05	Perry, Mary	<i>9-9-15</i> <i>Mary Perry</i>
47	18.17	162-060-06	Dino and Nicole Del Carlo	<i>D. Del Carlo</i> <i>9.8.15</i>
49	39.2	162-060-08	Dino and Nicole Del Carlo	<i>D. Del Carlo</i> <i>9.8.15</i>
52	39.26	162-060-12	Coelho, Mary Pereira Tr	<i>Mary Pereira Coelho</i> <i>Trust</i>
61	235.5	162-080-03	Relm Properties LLC	

Final 8/17/15

35	153.57	131-340-03	Grunsky, Curtis	
36	2.08	131-340-04	Grunsky, Timothy & Lynn	
37	83.13	162-060-01	Del Carlo, Evo & Angela	<i>Evo Del Carlo</i>
43	34.82	162-060-04	Helen Costa Tr (Randall Costa Tr)	
44	80	162-060-03	Vieira, Michael	
45	39.18	162-060-05	Perry, Mary	
47	18.17	162-060-06	Dino and Nicole Del Carlo	
49	39.2	162-060-08	Dino and Nicole Del Carlo	
52	39.26	162-060-12	Coelho, Mary Pereira Tr	
61	235.5	162-080-03	Relm Properties LLC	

35	153.57	131-340-03	Grunsky, Curtis	<i>Timothy Grunsky Trustee</i>
36	2.08	131-340-04	Grunsky, Timothy & Lynn	<i>Trustee Timothy Grunsky</i>
37	83.13	162-060-01	Del Carlo, Evo & Angela	
43	34.82	162-060-04	Helen Costa Tr (Randall Costa Tr)	
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49	39.2	162-060-08	Dino and Nicole Del Carlo	
52	39.26	162-060-12	Coelho, Mary Pereira Tr	
61	235.5	162-080-03	Relm Properties LLC	



Final 8/17/15

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44	80	162-060-03	Vieira, Michael	
45	39.18	162-060-05	Perry, Mary	
47	18.17	162-060-06	Dino and Nicole Del Carlo	
49	39.2	162-060-08	Dino and Nicole Del Carlo	
52	39.26	162-060-12	Coelho, Mary Pereira Tr	
61	235.5	162-080-03	Relm Properties LLC	Manager <i>E. Ricardo</i>

62	49.95	162-070-10	Menconi, Renzo & Evelyn	<i>Renzo Menconi 8-21-15</i> <i>Evelyn Menconi 8-21-15</i>
63	5	162-070-11	Pierini, Vicky	<i>Vicky Pierini</i> <i>8-20-15</i>
64	39.36	162-070-09	Jones, Kevin & Denise	
65	37.54	162-070-05	Cabral, Emily Marie	
66	39.29	162-070-03	Peters, Marie Tr et al.	
67	30	162-070-02	Mello Balcoa Trust Property	
<del>68</del>	<del>1</del>	<del>162-070-07</del>	<del>Lopez, Thomas A &amp; LV</del>	<del>XX</del>
70	30	162-070-08	Mussi Ag	
71	40.27	162-070-12	Klein, Richard	



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62	49.95	162-070-10	Menconi, Renzo & Evelyn	
63	5	162-070-11	Pierini, Vicky	
64	39.36	162-070-09	Jones, Kevin & Denise	
65	37.54	162-070-05	Cabral, Emily Marie	
66	39.29	162-070-03	Peters, Marie Tr et al.	
67	30	162-070-02	Mello Balcoa Trust Property	<i>Mildred Mello Patricia A. Harmon Trustee</i>
<del>68</del>	<del>1</del>	<del>162-070-07</del>	<del>Lopez, Thomas A &amp; V</del>	
70	30	162-070-08	Mussi Ag	
71	40.27	162-070-12	Klein, Richard	

62	49.95	162-070-10	Menconi, Renzo & Evelyn	
63	5	162-070-11	Pierini, Vicky	
64	39.36	162-070-09	Jones, Kevin & Denise	
65	37.54	162-070-05	Cabral, Emily Marie	<i>Emily Cabral</i> <i>By</i> <i>Luis Rodon</i> <i>(agent for Emily Cabral)</i>
66	39.29	162-070-03	Peters, Marie Tr et al.	
67	30	162-070-02	Mello Balcoa Trust Property	
<del>68</del>	<del>1</del>	<del>162-070-07</del>	<del>Lopez, Thomas A &amp; W</del>	
70	30	162-070-08	Mussi Ag	
71	40.27	162-070-12	Klein, Richard	

62	49.95	162-070-10	Menconi, Renzo & Evelyn	
63	5	162-070-11	Pierini, Vicky	
64	39.36	162-070-09	Jones, Kevin & Denise	
65	37.54	162-070-05	Cabral, Emily Marie	
66	39.29	162-070-03	Peters, Marie Tr et al.	
67	30	162-070-02	Mello Balcoa Trust Property	
<del>68</del>	<del>1</del>	<del>162-070-07</del>	<del>Lopez, Thomas A &amp; IV</del>	
70	30	162-070-08	Mussi Ag	<i>Matus Matus 8-24-15</i> <i>General partner</i>
71	40.27	162-070-12	Klein, Richard	

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62	49.95	162-070-10	Menconi, Renzo & Evelyn	
63	5	162-070-11	Pierini, Vicky	
64	39.36	162-070-09	Jones, Kevin & Denise	
65	37.54	162-070-05	Cabral, Emily Marie	
66	39.29	162-070-03	Peters, Marie Tr et al.	
67	30	162-070-02	Mello Balcoa Trust Property	
<del>68</del>	<del>XXXXXXXXXX</del>	<del>162-070-07</del>	<del>Dopez, Thomas A &amp; M</del>	<del>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</del>
70	30	162-070-08	Mussi Ag	
71	40.27	162-070-12	Klein, Richard	<i>John Klein Managing Partner.</i>


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72	18.57	162-080-02	Rodgers, Manuel	<i>Manuel Rodgers 8-20-15</i>
73	93.09	162-080-05	Balcao, Judith Tr et al.	<i>agent Aug Ratto 8/26/15</i>
74	0.59	162-080-04	Balcao, Judith Tr	<i>agent Aug Ratto 8/26/15</i>
75	38	162-090-01	Dunkel, Mark & Valla	
76	1.08	162-080-06	Rico, Jaime & Maria	
78, 79	461.58	162-070-01, 162-080-01	Jack Klein Trust PTP	
80, 81	359.3	131-330-01, 02	Young, Dianne	
82	155.56	131-390-06	Antoniolli Family LTD PTP	<i>Adriane Antoniolli general partner 8-20-15</i>
84	10.62	131-390-02	Antoniolli Family LTD PTP	<i>Adriane Antoniolli general partner 8-20-15</i>



72	18.57	162-080-02	Rodgers, Manuel	
73	93.09	162-080-05	Balcao, Judith Tr et al.	
74	0.59	162-080-04	Balcao, Judith Tr	
75	38	162-090-01	Dunkel, Mark & Valla	
76	1.08	162-080-06	Rico, Jaime & Maria	
78, 79	461.58	162-070-01, 162-080-01	Jack Klein Trust PTP	<i>Jack Klein Managing Partner</i>
80, 81	359.3	131-330-01, 02	Young, Dianne	
82	155.56	131-390-06	Antoniolli Family LTD PTP	
84	10.62	131-390-02	Antoniolli Family LTD PTP	

72	18.57	162-080-02	Rodgers, Manuel	
73	93.09	162-080-05	Balcao, Judith Tr et al.	
74	0.59	162-080-04	Balcao, Judith Tr	
75	38	162-090-01	Dunkel, Mark & Valla	
76	1.08	162-080-06	Rico, Jaime & Maria	
78, 79	461.58	162-070-01, 162-080-01	Jack Klein Trust PTP	
80, 81	359.3	131-330-01, 02	Young, Dianne	
82	155.56	131-390-06	Antoniolli Family LTD PTP	
84	10.62	131-390-02	Antoniolli Family LTD PTP	

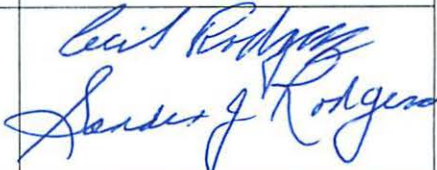
85	1.31	131-390-07	Antionioli, Ariana Tr	
86	4.86	131-320-07	Del Carlo, Ronald G. & Janet M. Tr	
87A	188.97	131-290-03 portion	Young, Dianne	

85	1.31	131-390-07	Antoniolli, Ariana Tr	<i>Adriane Antoniolli</i> <i>Trustee</i> <i>8-20-15</i>
86	4.86	131-320-07	Del Carlo, Ronald G. & Janet M. Tr	<i>Ronald DeCarlo</i> <i>for DeCarlo</i> <i>9-8-15</i>
87A	188.97	131-290-03 portion	Young, Dianne	

Landowner Group B:

WIC Parcel #	Acres	San Joaquin County Assessor's Parcel Number	Owner	Signature and Date
11	95.02	162-050-13	Rudy M Mussi Investment LP et al.	<i>Rudy Mussi</i> 8/24/15 <i>General Partner</i>
13	100.22	162-050-16	Mussi, Lorry Tr et al.	<i>Lory mussi</i> 8-24-15 LP <i>Trustee</i>
38, 39	244.79	162-060-02, 162-060-15	Rudy M Mussi Investment LP et al.	<i>Rudy Mussi</i> 8/24/15 <i>General Partner</i>
40	45.86	162-060-14	Rudy M Mussi Investment LP et al.	<i>Rudy Mussi</i> 8/24/15 <i>General Partner</i>
41, 42	44.41	162-060-16, 17	Lory C Mussi Investment LP	<i>Lory C mussi</i> 8-24-15 <i>Investment LP</i>
46	78.86	162-060-09	Mussi, Lorry Tr et al.	<i>Lory mussi</i> 8-24-15 <i>Trustee</i>
50	40	162-060-10	Rudy M Mussi Investment LP et al.	<i>Rudy Mussi</i> 8/24/15 <i>General Partner</i>
51	40	162-060-11	Rudy M Mussi Investment LP et al.	<i>Rudy Mussi</i> 8/24/15 <i>General Partner</i>
53	39.26	160-120-07	Rudy M Mussi Investment LP et al.	<i>Rudy Mussi</i> 8/24/15 <i>General Partner</i>
54	5	160-120-08	Rudy M Mussi Investment LP et al.	<i>Rudy Mussi</i> 8/24/15 <i>General Partner</i>
55	33.79	162-120-08	Rudy M Mussi Investment LP et al.	<i>Rudy Mussi</i> 8/24/15 <i>General Partner</i>
69	39	162-070-06	Rudy M Mussi Investment LP et al.	<i>Rudy Mussi</i> 8/24/15 <i>General Partner</i>
110	155.57	162-120-01	Rudy M. Mussi Investment LP et al	<i>Rudy Mussi</i> 8/24/15 <i>General Partner</i>

56A	1.82	162-070-04	Elyse Rodgers Vieira Separate Property Tr	<i>Elyse Rodgers</i> 08-25-15
56E	51.68	162-110-17	Elyse Rodgers Vieira Separate Property Tr	<i>Elyse Rodgers</i> 08-25-15
59	184.63	162-110-11	Rodgers, Cecil J. & Sandra J.	

56A	1.82	162-070-04	Elyse Rodgers Vieira Separate Property Tr	
56E	51.68	162-110-17	Elyse Rodgers Vieira Separate Property Tr	
59	184.63	162-110-11	Rodgers, Cecil J. & Sandra J.	

10	98.23	162-050-12	Menconi, Renzo & Evelyn	
12	100	162-050-15	Marchini Land Co	
14	39.99	162-050-14	Menconi, Renzo & Evelyn	
15	221.15	162-050-09	SCHMIDT HIGHWAY 4 RANCH LLC	<i>Handwritten signature</i>
16-20	150.33	162-050-02, 03, 04, 05, 08	Lillian Mazzanti Survivors Trust	
21	83.92	162-050-01	Sanguinetti, John Robert	
22	1.14	162-050-06	Del Soldato-Swany, Lorraine; Loretta Moulding	
23	63.31	162-050-07	Del Soldato-Swany, Lorraine; Loretta Moulding	
24	330.85	131-350-01	Gurdip Singh and Gulljinder Kaur, Singh Farm Inc.	<i>Handwritten signature</i> SINGH FARM



25	124.78	131-270-05	Pellegrini, Katherine, Trustee	
26	365.93	131-270-04	Ison Inc	
27E	35.88	131-180-03 portion	Ison Inc	
28A	98.53	131-180-05	Eddie Vierra Farms LLC	
29	72.47	131-280-02	Del Carlo, Ronnie & Janet	
30	126.76	131-280-03	RDC Farms	
31	1.83	131-280-05	Nathan Mussi	
32	1.62	131-280-04	Del Carlo, Ronnie G & Janet Tr.	
33	160	131-280-01	Vierra, Larry et al.	<i>Larry Vierra 10/26/15</i>
34	153.67	131-340-01	George Vierra and Pamela L. Joaquin Vierra	

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35	153.57	131-340-03	Grunsky, Curtis	
36	2.08	131-340-04	Grunsky, Timothy & Lynn	
37	83.13	162-060-01	Del Carlo, Evo & Angela	
43	34.82	162-060-04	Helen Costa Tr (Randall Costa Tr)	<i>Kathleen Corbin, Trustee 9/19/15</i>
44	80	162-060-03	Vieira, Michael	
45	39.18	162-060-05	Perry, Mary	
47	18.17	162-060-06	Dino and Nicole Del Carlo	
49	39.2	162-060-08	Dino and Nicole Del Carlo	
52	39.26	162-060-12	Coelho, Mary Pereira Tr	
61	235.5	162-080-03	Relm Properties LLC	

**EXHIBIT A**

