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INTRODUCTION

Appellants, the Landowner Group Parties, hereby incorporate by reference the, LOG Reply to JRB and LOG Reply to Guadalupe filed contemporaneously with this Brief.

PISMO APPEARED AT TRIAL BUT FAILED TO PROVE ANY CLAIMS

(A) Procedural History

Respondents requested quiet title relief against Arroyo Grande, Pismo, Oceano and Grover Beach, as individual entities. These four entities filed a joint pleading, appearing as individuals, but collectively referred to for convenience, as the Northern Cities. (Northern Cities Answer, C.T.-1, Vol.3, pg.682.) (Northern Cities Cross-complaint, C.T.-1, Vol.11, pg.2938.) All four entities were represented at trial by same attorney.

The Judgment awards no relief to any of the four entities individually. Rather, the Judgment awards relief to ‘The Northern Cities’ collectively.

“The Northern Cities have a prior and paramount right to produce 7,300 acre feet of water per year from the Northern Cities Area of the Basin and (b) the Non-Stipulating Parties have no overlying, appropriate, or other right to produce any water supplies in the Northern Cities Area of the Basin.” (C.T.-2, Vol.1, pg.4:21-22.)

Importantly, on Appeal, Pismo is represented by a new attorney, separate and apart from the attorney representing the other three entities referred to in the Judgment as the Northern Cities. This separate representation highlights why the Judgment must reference proof by individual entities, why enforcement against an individual entity merely described as the Northern Cities would be impossible and why a conflict exists because each individual entity failed to prove its claims individually.

(B) Pismo Was Awarded Relief Without Proof

Pismo claims that because it was referred to in pleadings as the “Northern Cities,” that it was not required to prove any of its claims individually in the underlying action. (Pismo Respondent’s Brief pg. 2.)

(C) A Party Must Prove Party Specific Facts To Prove A Claim And Obtain Relief

Although an entity may be referred to in pleadings for convenience as a group, such as the “Northern Cities,” this does not relieve a particular entity or party from proving what needs to be proved to prove any claims being made by that individual party. This is particularly true in a case where prescriptive rights are being claimed and where some parties are claiming entitlement to particular water supplies.

**CONTRARY TO PISMO’S ASSERTION, JUDGMENT AWARDS
NO INDIVIDUAL RIGHTS TO PISMO OR TO ANY PARTY IN
THE “NORTHERN CITIES”**

The Judgment After Trial, by its terms, does not grant any relief as to “Pismo Beach.” This is because Pismo did not present any evidence of its pumping or rights, or any basis for any rights as to the entity Pismo.

Pismo claims that “the term ‘Northern Cities’ is merely an informal way to collectively refer to all the separate parties.” (Pismo Respondent’s Brief pg. 2.) Whether or not they are referred to generically for pleading purposes as Northern Cities does not relieve Pismo of having to prove its individual claims.

Likewise, the comment by Pismo, “The Judgment specifies that each of the individual parties within the Northern Cities Management Area shall be governed by the declaratory judgment and physical solution” (Pismo Respondent’s Brief pg. 2.) does not properly award any rights to Pismo based upon any proof by Pismo.

Pismo may contractually agree to be bound by the Settlement Stipulation as a part of the “Northern Cities Management Area,” or as the

“Northern Cities” for that matter. (Pismo Respondent’s Brief pg. 2.) However, in the trial with Appellants, Pismo was required to prove its individual claims as an entity.

PISMO’S ASSERTION THAT APPELLANTS HAVE NO RIGHTS TO IMPORTED OR RECAPTURED WATER SUPPLIES IS VAGUE AND INACCURATE

Counsel for Guadalupe is the same counsel for Pismo. (Guadalupe Respondent’s Brief pg. 1.) (Pismo Respondent’s Brief pg. 1.) The arguments in Pismo’s Brief suffer from the same lack of knowledge regarding California groundwater law as the Brief submitted on behalf of Guadalupe. No distinction is made for example between developed water supplies and salvaged water supplies as discussed in the Hutchins treatise which counsel relies upon. Nor does controlling case law support Pismo’s contentions.

It is true that the overlying right reaches only the native yield, but salvaged water, once released, is part of the native yield as the trial court correctly ruled. (Phase 5 Decision, C.T.-1, Vol.28, pg.7143:23.) (See discussion in LOG Reply to JRB pg. 83 et seq.)

The statement that “The native yield does not include any additions to the water supply resulting from human investments” (Pismo Respondent’s Brief pg. 3.) is legally incorrect “Human investments” is not the determining criteria to evaluate what water is part of the native yield and what is not. A correct legal analysis of groundwater that results from developed water contrasted with salvaged water and an understanding of the “net augmentation” concept, is necessary to evaluate an imported water claim. This understanding clearly is lacking in Pismo’s Reply Brief. Pismo disregards the rule articulated by the trial judge that appropriated tributary water, released by the appropriator, is part of the native supply. The trial

court is clear with respect to Twitchell. The trial court found that Lopez is similar to Twitchell. (C.T.-1, Vol.28, pg.7168:3-4.)

“The correlative rights of the non-stipulating parties to native ground water will remain unaffected by the stipulation, subject only to the court’s findings of the legal consequence of those prescriptive rights held by some Public Water Producers and the court’s equitable jurisdiction. Twitchell water, once released for recharge, retains its character as native water.”

(Phase 5 Decision, C.T.-1, Vol.28, pg.7143:20-23.) (Emphasis added.)

The same applies to groundwater recharge as a result of waters released from Lopez Reservoir.

PISMO HAS NO BASIS TO CLAIM 1,300 ACRE FEET PER YEAR FROM THE STATE WATER PROJECT

(A) No party, including Pismo, asserted a surface water right in the underlying action

No party in the underlying action claimed a right to surface water. Pismo’s cross-complaint makes no surface water claims. Pismo offered evidence that it received surface water from the Lopez Reservoir and from the State Water Project. On appeal Pismo claims a groundwater right, not a surface water right. Lopez water is salvaged water which cannot create a groundwater right. Return flows from SWP could be claimed in the future to the extent such return flows net augment the basin during a period of overdraft.

However, the Judgment makes a lump sum award, fails to differentiate between salvaged and imported developed water and fails to separately account for any surface water. Accordingly, even if Pismo had pleaded and requested a right to surface waters the comingled evidence and Judgment make a legally proper award impossible. However, since return flows do not accumulate and may be proved under appropriate circumstances in the future, Pismo is not prejudiced by denial of its return

flow claims at this time. Likewise, since surface water claims were not pleaded nor litigated, Pismo continues to hold any surface water rights to which it is entitled by contract or otherwise.

(B) The Groundwater Rights Resulting From Imported Water Is Measured By The Net Augmentation To The Basin, Not The Gross Amount Imported Plus The Return Flows, As Asserted By Respondent

The entity Pismo failed to prove that it imported any water. Additionally, developed water imported from outside the watershed does not give the party importing such water a groundwater right to the total amount of water imported. Based upon *City of Los Angeles v. City of Glendale* (1943) 23 Cal.2d 68 (“*Glendale*”) and *City of Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 199 (“*San Fernando*”), the importer is only entitled to the net augmentation to the groundwater supply resulting from water imported during a time of overdraft.

The claim that Pismo is entitled to 1,200 acre feet of imported water, and 100 acre feet per year “that are recaptured” is inaccurate. Pismo is attempting to claim both the gross amount imported—1,200 acre feet per year--plus return flows of the same water—an additional 100 afy. Only 1200 acre feet was imported yet Pismo claims 1300 acre feet. This claim is obviously not consistent with California groundwater law. At most, Pismo is entitled to a return flow right equal to the net augmentation to the basin as may be proven when imported during a time of overdraft.

Pismo’s assertion that the “Case law establishes, however, that importation is enough to gain rights to the imported water and also to all recaptured flows of that imported water” (Pismo Respondent’s Brief pg. 3.) is legally incorrect as discussed in the Reply to Guadalupe’s Brief filed together with this Brief. Pismo cites no authority for this proposition. Pismo, like Guadalupe, miscites and misunderstands the discussion in the Hutchins treatise. Further, although they cite to *Glendale* and *San*

Fernando, Glendale and *San Fernando* do not stand for the proposition that one who imports developed water from outside the watershed is entitled to the gross amount of water imported plus the return flows from the very same water. (Pismo Respondent's Brief pg. 5.) To the contrary, these cases clearly hold that the importer may only claim the net augmentation to the groundwater basin resulting from *importation* of the water.

Finally, since return flows do not accumulate, as admitted by Respondents and discussed in the Reply to the Joint Respondents' Brief, the measure of the right would by necessity need to be proved based upon circumstances at the time the water is imported.

(C) Contract Allegation Is Not Supported By Evidence

Pismo claims that "The San Luis Obispo County Flood Control and Water Conservation District (the "District") has a contract which entitles the District to approximately 25,000 acre feet of water from the State Water Project." (Pismo Respondent's Brief pg. 3.) The reference to the website is completely improper and is not evidence. This reference to a website which is not evidence, highlights the fact that Pismo failed to prove the claim at trial and now attempts to prove the claim with evidence outside the Record.

Pismo does not cite to the Record to support its claims. For example, Pismo claims "The City of Pismo Beach has a subcontract with the District to receive 1240 acre feet of water from the State Water Project." (Pismo Respondent's Brief pg. 3.) Again, Pismo fails to cite to the Record. The paragraph continues making additional statements without any citations to the record, which should be disregarded by this Court.

(D) Expert Priestaf's Testimony Provides No Legal Basis For Any Groundwater Right Recognized By California Law

Pismo references testimony of "Expert Priestaf" yet fails to include any citations to the Record. (Pismo Respondent's Brief pg. 4.) On this ground alone, these arguments should be disregarded.

Even if this Court considers testimony of expert Priestaf without proper citation to the Record testimony by expert Priestaf provides no basis for any groundwater right recognized by California law. As discussed in Appellants other briefs, expert Priestaf simply testified that importing surface water into the area is generally beneficial to the basin. (LOG AOB pg. 82.) (See discussion in LOG Reply to JRB pg. 106 et seq.) There is no California law which creates a groundwater right based upon simply "benefiting the basin." The law regarding importing developed water, water imported from outside the watershed, is set forth in *Glendale* and *San Fernando*. These cases clearly provide that the importer is only entitled to the net augmentation to the groundwater supply of water imported during a time of overdraft.

In an attempt to sidestep the fact that Pismo failed to prove that it imported any specific amount of water that net augmented the groundwater basin, Pismo resorts to claiming that

"The Northern Cities, having aligned interests in the imported water and its return flows, provided an **estimate** of the amount of water collectively imported, salvaged and used by offering the testimony of Expert Priestaf."

(Pismo Respondent's Brief pg. 7.) (Emphasis added.)

Putting aside the fact that Pismo failed to prove what it was importing, the misunderstanding of imported water contrasted with salvaged water remains.

Whether or not these parties had aligned interests or not, combining the total amount of imported developed water with salvaged water, could

not possibly result in a legally recognizable water right. Net augmentation to the groundwater basin is the measure of the right, with reference to the groundwater right, created based upon importation of developed surface water from outside the watershed. Salvaged water creates no groundwater right.

(1) Human Intervention/Artificial Means Claim

Pismo misstates *San Fernando* for the proposition that “an entity who by artificial means adds new water to a groundwater basin has the paramount right to extract and use that water, as well as any return flows.” (Pismo Respondent’s Brief pg. 5.) Not surprisingly, they do not quote *San Fernando*. *San Fernando* does not support Pismo’s claims.

The controlling law is found in *Glendale* but not in that case’s discussion of imported water return flows. (*Glendale* pg 73.) The imported water discussion concerns water from outside the watershed of the basin. (*Glendale* pg 77.)

In *Glendale* the Supreme Court considered the situation where surface water originating within the watershed of the basin was released and percolated underground. The facts were the same as in this case. The Court held that the water retain its previous legal character. The water remained native groundwater subject to the common law priorities. In the *Glendale* situation the top priority was held by the City of Los Angeles as a pueblo rights holder.

(2) Salvaged versus Developed Water

Pismo makes a similar improper statement as Guadalupe that “It makes no difference whether the developed supply augments the native supply directly (by direct importation into the groundwater basin) or indirectly (by return flow).” (Pismo Respondent’s Brief pg. 6.) Once again, this statement is incorrect as a matter of law and it is not surprising that no citation is provided.

PISMO MAY CLAIM PRIORITY TO IMPORTED WATER THAT RETURNS TO THE GROUNDWATER BASIN BASED UPON PROOF IN THE FUTURE

All is not lost however. As discussed a legally correct Judgment would give any importer the right to claim return flow recovery rights according to proof at the time the overdraft occurs. If this relief is given on remand, Pismo would have the right in the future during a time of overdraft to import water from outside the watershed and claim a priority right to the net augmentation of return flows to the water basin resulting from this imported water. (See discussion in LOG Reply to JRB pg. 78 et seq.)

Accordingly, although the Judgment must reflect that Pismo failed to make this proof in the underlying action, it may nevertheless make this claim based upon appropriate proof in the future under continuing jurisdiction.

PISMO PROVED NO RIGHT TO 6,000 ACRE FEET PER YEAR FROM THE LOPEZ PROJECT

As noted above, Pismo as an entity failed to prove that it has any right to water from the Lopez Project. Additionally, Pismo and the other entities referred to in the pleadings generically as the “Northern Cities”, have no groundwater right to 6,000 acre feet per year from the Lopez Project. As discussed in Appellants’ Briefs, salvaged water from the Lopez Project does not create a groundwater right.

Merely capturing and or using surface water which originates within the watershed, does not create a groundwater right. Once the water is used and released, it becomes part of the native supply. As discussed in detail, water from the Lopez Project is salvaged water and although it can be used consistent with the licenses and provisions required based upon its creation, it does not create any groundwater right. (See discussion in LOG Reply to JRB pg. 106 et seq.) Pismo states “The Lopez Project captures winter runoff from the watershed of the Arroyo Grande Creek and stores it for

later use.” (Pismo Respondent’s Brief pg. 8.) There is no allegation that Lopez Reservoir is outside the watershed. Pismo’s claim is similar to the claims made with reference to Twitchell Reservoir, that water captured in the reservoir would otherwise be lost to the Pacific Ocean. No case law supports the claim that this action creates a groundwater right. In fact, California groundwater law is inconsistent with this contention.

Pismo raises the claim that “The Project yield was to be shared jointly and solely by the water users within Zone 3 according to the terms of their agreements, without regard to the priorities of California water law that might otherwise apply.” (Pismo Respondent’s Brief pg. 8.) The scope and the intent of the Project in terms of providing surface water has nothing to do with the “priorities of California water law.” Simply stated, although the scope and intent of a water project certainly is relevant to determine what class of users are entitled to the water, the scope, intent and provisions of the project are irrelevant once the water is released and makes it way back to the groundwater basin. Like water from Twitchell, after release, this salvaged water becomes part of the native supply as clearly found by the trial court in the underlying action.

“Twitchell water, once released for recharge, retains its character as native water.”

(Phase 5 Decision, C.T.-1, Vol.28, pg.7143: 23.) (Emphasis added.)

Pismo states “No landowner, water user or anyone else outside Zone 3 has paid, is paying or will pay any portion of the costs of the Lopez Project.” (Pismo Respondent’s Brief pg. 8.) The trial court ruled that payments or tax assessments do not prove that a party has any priority or other right to groundwater from Twitchell. The same applies to groundwater recharge as a result of waters released from Lopez Reservoir.

Pismo states "LOG misleadingly says that the Northern Cities have no rights to the 6000 acre feet per year of water provided by the Lopez Reservoir because such water is surface water, not groundwater." (Pismo Respondent's Brief pg. 9.) Pismo misstates and misinterprets Appellants' position. Appellants do not contend that parties within the class to be served by the Reservoir are not entitled to surface water from that Reservoir. Appellants are simply asserting that based upon California law, once such salvaged waters are released from the Reservoir, and enter the groundwater basin, they become part of the native supply as correctly found by the trial court.

Pismo's claim that reducing "municipal groundwater pumping within Northern Cities by delivering surface water to the Northern Cities" (Pismo Respondent's Brief pg. 9.) creates a groundwater right is simply incorrect as a matter of law regardless of expert Priestaf's testimony that it generally benefited the basin. Any number of landowners, water users or municipalities in the basin could claim that their actions, however slight, caused some benefit to the basin. 'Benefitting the basin' simply does not create a groundwater right under California law.

Pismo claims "Altogether, the Lopez Project creates an additional 6,000 acre feet of water for the Northern Cities." (Pismo Respondent's Brief pg. 9.) The Lopez Project does not create any additional water by bringing it in from outside the watershed as was the case in *Glendale* and *San Fernando*. Appellants do not dispute State Water Board allocations of surface water. Such surface water allocations were not at issue in the underlying action which, as pleaded, related to groundwater rights.

Pismo again suggests that it is entitled to return flows from surface water from the Lopez Reservoir. (Pismo Respondent's Brief pg. 9-10.) Although such water may properly be obtained from Lopez Reservoir, it

simply creates no return flow right nor groundwater right after it is released.

CONCLUSION

Pismo cannot rely upon the pumping or actions of others to prove its claims. Simply being referred to in pleadings as the “Northern Cities” does not create any proof on behalf of Pismo as a party. Pismo is a separate legal entity and was required to prove its claims to groundwater based upon its own actions and its rights.

Additionally, Pismo incorrectly construes California groundwater law. It fails to understand and correctly apply the imported water right articulated in *San Fernando* and *Glendale* which involves developed water imported from outside the watershed.

Pismo also improperly asserts that use of salvaged water from within the watershed, creates a groundwater right. It does not and there is no right to return flows from using such waters.


Based upon the foregoing, Pismo failed to prove any groundwater rights in the underlying action.

Appellants are entitled to a quiet title judgment declaring that Pismo proved no claims adverse to Appellants’ priority groundwater rights. The trial court failed to declare the priority of Appellants’ overlying groundwater rights based upon the quiet title statutes. Appellants were nevertheless also entitled to a declaration of the court under the declaratory relief causes of action, confirming Appellants’ overlying priority groundwater rights as against the claims of Pismo. Appellants’ request the Judgment be reversed and modified consistent with the arguments in the LOG AOB pg. 4 et seq. and in the LOG Reply to JRB pg. 3 et seq.

Dated: October 4, 2011

Respectfully submitted,

CLIFFORD & BROWN

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(LOG)

CERTIFICATE OF WORD COUNT

(California Rules of Court, Rule 8.204(c)(1))

The text of this brief consists of approximately 3473 words as counted by Microsoft Office Word 2003 Program used to generate this brief.

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**TABLE OF ABBREVIATIONS OF PARTIES, GROUPS OF
PARTIES AND OTHER TERMS**

Appellants	The LOG Parties.
LOG Parties	The parties referred to in pleadings as Landowner Group or LOG. LOG parties are identified as the “Landowner Group Parties (LOG).” in Exhibit 2 of the Judgment. (Judgment Exhibit, C.T.-2, Vol.2, pg.439)
Wineman Parties	Parties also appealing this case. The Wineman Parties are identified in as the “Wineman, et al.” in Exhibit 2 of the Judgment. (Judgment Exhibit, C.T.-2, Vol.2, pg.436) The Wineman Parties are submitting separate briefing.
Santa Maria	The City of Santa Maria.
Nipomo	Nipomo Community Services District. Sometimes abbreviated in pleadings as NCSD.
Rural Water	Rural Water Company.
Golden State	Golden State Water Company. Golden State, sometimes referred to as GSWC, underwent a name change during the pendency of the proceedings and is identified as Southern California Water Company or SCWC in early trial court pleadings.
Pismo	The City of Pismo Beach.
Arroyo Grande	The City of Arroyo Grande.
Grover Beach	The City of Grover Beach.

Oceano	Oceano Community Services District
Guadalupe	The City of Guadalupe.
CCWA	Central Coast Water Authority.
SB County	Santa Barbara County.
SB Water	Santa Barbara County Water Agency.
SB Flood	Santa Barbara County Water and Flood Control District.
SLO County	San Luis Obispo County.
SLO Flood	San Luis Obispo County Water and Flood Control District.
Los Alamos	Los Alamos Community Services District.
Casmalia	Casmalia Community Services District.
Adverse Parties	The parties adverse to LOG in the litigation.
Purveyor Parties	Santa Maria, Golden State, Rural, Nipomo, Oceano, Arroyo Grande, Pismo and Grover Beach styled themselves at various times collectively as the 'Purveyor Parties', Public Water Producers,' 'Public Water Suppliers.' They are a coalition of parties and did not seek class status. Some sued others in the group. Nevertheless, this group of parties cooperated at trial. This brief uses the term 'Purveyor Parties' to refer to this group.
Northern Cities	Oceano, Arroyo Grande, Pismo and Grover Beach employed common counsel and styled themselves collectively as the 'Northern Cities.'

They are a coalition of parties and did not seek class status. This brief uses the term 'Northern Cities' to refer to this group. The Northern Cities parties are a sub-group of the 'Purveyor Parties.'

Settlement Stipulation

Stipulation June 30, 2005 Version.
(Settlement Stipulation, C.T.-
2, Vol.1, pg.10.)

Settling Parties

Those parties to the litigation which signed the Settlement Stipulation.

TABLE OF ABBREVIATIONS OF FILINGS IN THE APPELLATE COURT

Judgment	Judgment After Trial, January 25 th , 2008 (Judgment, C.T.-2, Vol.1,pg.10.)
Writ Petition	LOG AOB Exhibit "A" of the Request For Judicial Notice Attached To The Appellants' Opening Brief: Petition for Writ of Supersedeas, Prohibition, Appropriate Orders and Other Appropriate Relief to Preserve the Status Quo of the Matter Pending Appeal; Request for Temporary Stay, July 21 st , 2009
Writ Opposition	LOG AOB Exhibit "B" to the Request For Judicial Notice Attached To The Appellants' Opening Brief: Opposition to Petition for Writs of Supersedeas, Prohibition, or Any Other Order to Preserve the Status Quo Herein Pending Appeal, August 7 th , 2009
Wineman AOB	Opening Brief By Appellants The Wineman Parties, March 19 th , 2010
LOG AOB	Appellants Landowner Group Parties' ("LOG") Opening Brief, September 9 th , 2010
JRB	Joint Respondents Brief, May 17 th 2011
Guadalupe Respondent's Brief	Respondent City Of Guadalupe's Brief, May 18 th 2011
Pismo Respondent's Brief	Respondent City Of Pismo Beach's Brief, May 18 th 2011
LOG Reply to JRB	Appellants Landowner Group Parties' ("LOG") Reply to the Joint Respondents Brief

LOG Reply to Guadalupe

Appellants Landowner Group Parties'
("LOG") Reply to the Respondent City
Of Guadalupe's Brief

LOG Reply to Pismo

Appellants Landowner Group Parties'
("LOG") Reply to the Respondent City
Of Pismo Beach's Brief

ABBREVIATIONS OF CITATIONS TO THE RECORD

This brief uses the same abbreviations of citations to the record as the Appellants Landowner Group Parties' ("LOG") Opening Brief, September 9th 2010. (LOG AOB pg. xxxi.)

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PROOF OF SERVICE (C.C.P. §1013a, 2015.5)

Santa Maria Valley Water Conservation District v. City of Santa Maria

Lead Case No. 1-97-CV770214 [Consolidated With Case Numbers: CV784900, CV784921, CV784926, CV785509, CV785511, CV785515, CV785522, CV785936, CV786971, CV787150, CV787151, CV787152, CV790597, CV790599, CV790803, CV 790741, San Luis Obispo County Superior Court CV790597, CV790599, CV790803]

I am employed in the County of Kern, State of California. I am over the age of 18 and not a party to the within action; my business address is 1430 Truxtun Avenue, Bakersfield, CA 93301.

On October 6, 2011, I served the foregoing document(s) entitled:

APPELLANTS LANDOWNER GROUP PARTIES' ("LOG") REPLY TO RESPONDENT CITY OF PISMO BEACH'S BRIEF

XX by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

— by placing _ the original, _ a true copy thereof, enclosed in a sealed enveloped addressed as follows:

ATTN: WILLIAM MAGSAYSAY
OFFICE OF THE CLERK (Original, 4 Duplicate Originals & 4 Copies)
CALIFORNIA COURT OF APPEAL
SIXTH APPELLATE DISTRICT
333 West Santa Clara Street, Suite 1060
San Jose, CA 95113

X BY SANTA CLARA SUPERIOR COURT E-FILING IN COMPLEX LITIGATION PURSUANT TO CLARIFICATION ORDER DATED OCTOBER 27, 2005.

— BY MAIL

— I deposited such envelope in the mail at Bakersfield, California, with postage thereon fully prepaid.

— I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Bakersfield, California in the ordinary course of business. The above sealed envelopes were placed for collection and mailing on the above date following ordinary business practice.

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X delivered such envelope or package to an authorized courier or driver authorized by the express service carrier to receive documents.

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I caused such envelope to be hand delivered to the offices of the addressee(s).

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I transmitted the above-referenced documents by facsimile to the interested parties as listed below.

Executed on October 6, 2011, at Bakersfield, California.

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

—

(Federal) I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.


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PROOF OF SERVICE (C.C.P. §1013a, 2015.5)

Santa Maria Valley Water Conservation District v. City of Santa Maria

Lead Case No. **1-97-CV770214** [Consolidated With Case Numbers: CV784900, CV784921, CV784926, CV785509, CV785511, CV785515, CV785522, CV785936, CV786971, CV787150, CV787151, CV787152, CV790597, CV790599, CV790803, CV 790741, San Luis Obispo County Superior Court CV790597, CV790599, CV790803]

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XX by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

— by placing _ the original, _ a true copy thereof, enclosed in a sealed enveloped addressed as follows:

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11 GEORGE J. ADAM; JOHN F. AND DENA ACQUISTAPACE ADAM, AS TRUSTEES
12 OF THE ADAM FAMILY TRUST; MARK S. ADAM; CHRISTINE M. CRUDEN; B.
13 PEZZONI ESTATE COMPANY; RICHARD L. AND JANET A. CLARK, AS TRUSTEES
14 OF THE RICK AND JANET CLARK FAMILY TRUST DATED SEPTEMBER 24, 1986;
15 EDWARD S. WINEMAN; CAROL BROOKS; FRED W. AND NANCY W. HANSON, AS
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SANTA CLARA COUNTY SUPERIOR COURT (1 Copy)
Appellate Division
19 North First Street
San Jose, CA 95113

CALIFORNIA SUPREME COURT (4 Copies)
350 McAllister Street
San Francisco, CA 94102

X **BY SANTA CLARA SUPERIOR COURT E-FILING IN COMPLEX
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27, 2005.**

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— (Federal) I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.


NANETTE MAXEY
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