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Superior Court of the State of California
County of Kings


Deputy
Elvira Perez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF KINGS**

TULARE LAKE CANAL COMPANY, a
California Corporation,

Plaintiff,

v.

SANDRIDGE PARTNERS, L.P., a
California limited partnership;
ROLLER LAND COMPANY, INC., a
California business entity; and Does 1
through 20, inclusive

Defendants.

Case No.: 22C-0019

**COMPLAINT FOR INJUNCTIVE
RELIEF**

1. Plaintiff, Tulare Lake Canal Company comes before this court in equity for relief against Defendant, Sandridge Partners, L.P. due to the threat of irreparable injury and the threat of a multiplicity of actions to be wrought by the installation, operation, and maintenance of a water pipeline through a right-of-way and easement for a canal, and under that canal.

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I.

The Parties and their Interests

2. Plaintiff, Tulare Lake Canal Company is a California corporation headquartered in Kings County, California as mutual water company, referred to in this Complaint as Tulare Lake Canal.

3. Defendant, Sandridge Partners, L.P. is a California limited partnership headquartered in Santa Clara County, California, referred to in this Complaint as Sandridge.

4. Defendant, Roller Land Company, Inc. is a California business entity which is believed by Tulare Lake Canal to be a corporation formed under the laws of the State of California and headquartered in Lemoore, California, referred to in this Complaint as Roller Land Co where its independent identity is of consequence to the action. The activities that constitute the facts justifying this Complaint for injunctive relief, however, are being undertaken by both Sandridge and Roller Land Co and with Roller Land Co's cooperation, participation, and consent. The allegations attributed to Sandridge in this Complaint are also attributed to Roller Land Co except where otherwise noted.

5. Plaintiff is presently unaware of the true names and capacities of defendants sued herein as DOES 1 through 10, inclusive, and therefore sue said defendants by such fictitious names. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named defendants is responsible as hereinafter shown for the occurrences and injuries alleged in this Complaint and, as such, should also be barred from action as ordered under the equitable relief prayed for *post*.

6. Plaintiff is presently aware of the true names and capacities of defendants sued herein as DOES 10 through 20, inclusive, and therefore sue said defendants by such fictitious names. Plaintiff is not presently aware of the

1 conduct of these fictitiously named defendants that gives rise to the being named
2 in this case. Plaintiff will amend this Complaint to allege their true names and
3 capacities when ascertained. Plaintiff is informed and believe and thereon allege
4 that each of the fictitiously named defendants is responsible as hereinafter shown
5 for the occurrences and injuries alleged in this Complaint and, as such, should
6 also be barred from action as ordered under the equitable relief prayed for *post*.

7 7. All of the defendants named in this Complaint are liable and
8 responsible for the conduct of every other defendant. Defendants have agreed to
9 act in concert as set forth in this Complaint and taken action in furtherance of
10 this conspiracy. The conduct of each defendant is admissible against every other
11 defendant.

12 8. Tulare Lake Canal holds an easement by right of a grant by the
13 predecessor in interest to either Roller Land Co or Sandridge or both, Empire
14 Investment Company. The easement is a 125-foot-wide right of way dominant to
15 Sandridge's servient estate granted for use as a 60-foot-wide canal. The right of
16 way is and has been at all times relevant to this action used and maintained as a
17 water canal delivering water to shareholders. Tulare Lake Canal has current and
18 ongoing rights for the delivery of that water for agricultural and other beneficial
19 purposes to those shareholders. A true and correct copy of the grant document,
20 and a previous grant from which it derives, is attached to this Complaint as
21 Exhibit A.

22 9. Sandridge is planning and, absent injunctive relief, will gouge a
23 trench though the canal just west of Avenue 20½ at a location indicated on a
24 photo attached to this Complaint as Exhibit B.

25 10. All paragraphs of this Complaint are incorporated into the Complaint
26 as a whole regardless of placement in relation to headings or causes of action. To
27 the extent any paragraph alleges facts or law that is inconsistent with allegations
28 elsewhere in the Complaint, they are pleaded in the alternative.

II.

Facts of the Case

11. Tulare Lake Canal operates a canal of that same name [referred to in this Complaint as the "Canal"] which delivers water to its shareholders.

12. Tulare Lake Canal was made aware on or about November 17 of Sandridge's plan to install, operate, and maintain a pipeline under the canal just east of Avenue 20 ½. Two emails were sent to Tulare Lake Canal that day. Tulare Lake Canal researched its rights to a right of way over the property [the "Easement"] and informed Sandridge on January 12 of its Easement and its requirement of an agreement for common use of the right of way. (Please see Exhibit C, the described email exchange.)

13. In or about that same week, Tulare Lake Canal was informed of trenching activity across land owned by Roller Land Co or Sandridge both of them from the Blakely Canal just south of the Empire Complex (along Highway 41 south of Stratford). On or about January 17, 2022 Tulare Lake Canal, by and through an employee, took an aerial photograph of trenching activity on Sandridge property from the point described in the previous paragraph, progressing eastward until it reached Avenue 20½ at which time the trench was interrupted but then began on the other side road, heading eastward until it reached the Tulare Lake Canal. The trenching ended but turned northward in a way so as to indicate a destination extending over the canal. (See Exh. B.)

14. On January 17, 2022 Tulare Lake Canal sent a letter via email to Sandridge, to both inquire as to Sandridge's intentions and to preserve Tulare Lake Canal's rights as the holder of the dominant tenement. (Please see Exh. C.)

15. On January 17, 2022 Sandridge responded with a letter in which it confirmed its intentions to place the pipeline under the canal the following week and offered a hold harmless but no assurances of an intention to insure against

1 damages, nor any confirmations that the pipeline would not interference with
2 Tulare Lake Canal's use of the property.

3 16. This failed to preserve the rights of the dominant tenement which
4 include the right to use of the easement without undue interference from the
5 servient tenement as failure of the pipeline or other unknown interferences with
6 the interests of the parties who are to hold Tulare Lake Canal harmless could
7 leave Tulare Lake Canal without the protections of that promise to hold it
8 harmless.

9 17. Tulare Lake Canal sent a letter via email to Sandridge on or about
10 January 19 asking that work not proceed until a Common Use Agreement or some
11 other negotiated agreement was had. Tulare Lake Canal asked for this assurance
12 before close of business on January 20. Sandridge refused to give any such
13 assurances. Tulare Lake Canal is informed by Sandridge itself and believes to be
14 true that work will proceed on the pipeline, cutting a gouge out of and through the
15 Canal.

16 18. The trenching perpendicular to the Canal for the purposes of
17 installing a pipeline under the Canal will make use of it impossible for deliveries of
18 water while that trench gouges entire sections of the Canal berm and channel.
19 Should the installation, operation, or maintenance of the pipeline be delayed,
20 resulting in an interruption of the water deliveries to its users, Tulare Lake Canal
21 would be subject to a multiplicity of actions for damages due to reduced
22 production yields and other damages by agricultural water users. Further, the
23 installation, operation, and maintenance of the pipeline threatens impacts on
24 future deliveries if installed and operated incorrectly or in a way that interferes
25 with Tulare Lake Canal's future use of the Canal.

26 19. Water delivery is a time-sensitive matter that is calculated and
27 scheduled with precision, the timing and volume of which is then relied upon by
28 the users before making decisions about planting, contracting or scheduling field

1 work, and other matters necessary to cultivation of crops and livestock feed. An
2 untimely interruption in deliveries will result in a multiplicity of actions from each
3 user denied deliveries due to interruptions caused by the Canal's failure.

4 20. Defendants have ignored Tulare Lake Canal's entreaties to provide
5 information and protection. Tulare Lake Canal has not received confirmation or
6 commitment that insurance will be provided to cover a multiplicity of claims
7 should pipeline unduly interrupt Tulare Lake Canal's use of its easement. The
8 promise to hold harmless by letter provides no relief of substance if the promisor
9 or its successor is unable to field the numerous claims that would arise from a
10 failure of the levees or some other part of the channel if the pipeline fails and
11 causes subsidence of the canal or some other failure of the canal's functions.
12 Further, the promise to hold harmless did not include such a promise from the
13 holder of fee title because the document was not signed by Roller Land Co., which
14 Tulare Lake Canal believes to hold that fee interest.

15 III.

16 Cause of Action for a Permanent Injunction

17 21. Sandridge will soon conduct work on and under the right-of-way and
18 easement that will, for an unknown but appreciable amount of time, render the
19 easement unusable for its intended purpose: delivery of water. Tulare Lake Canal
20 has not approved the construction, operation and installation of the pipeline and
21 is unclear as to whether or not this construction will harm the operation of the
22 Canal.

23 22. A servient tenement like Sandridge enjoys the use of its property to
24 the extent it does not unduly interfere with the rights of the dominant tenement;
25 Sandridge's planned project will unduly render the easement useless during the
26 installation of the pipeline.

27 23. Thereafter, the operation and maintenance of the pipeline will pose a
28 constant and continued threat to the easement's function either by failure of the

1 pipeline, thereby compromising the structural integrity of the easement through
2 saturation and subsidence, or by errantly or negligently conducted maintenance
3 in the area of the easement.

4 24. The installation of a pipeline without cognizance and mitigation of its
5 effect on Tulare Lake Canal's water delivery requirements is an undue burden on
6 the easement; it renders the easement entirely useless until completed.

7 25. The operation and maintenance of a pipeline through the easement
8 and under the easement's purpose—a canal—poses a perennial threat to the
9 easement's function which, should Tulare Lake Canal's water deliveries fail due to
10 the presence of the pipeline, will cause damages to multiple users who will, for
11 want of irrigation water, will lose income and be unable to employ countless
12 persons as crops wither in the sun of the central San Joaquin Valley. Even if a
13 user is able to secure replacement water, such last-minute deliveries are more
14 likely than not more expensive, causing damages to those users. The number of
15 users in both these classes will be numerous because the number of users served
16 by that canal downstream from the point of Sandridge's encroachment is great: all
17 Tulare Lake Canal's shareholders.

18 26. Further, the damages caused to those who secure replacement water
19 will be substantial but may not be so large as to prompt suit, thus benefitting
20 Sandridge to other's detriment in a manner of great value to Sandridge but that is
21 not practicably enforceable by the individuals harmed.

22 27. Using replacement water poses a further threat of irreparable harm
23 because users shopping for replacement water will likely have little or no choice
24 but to resort to groundwater. Groundwater supplies in the area of the Canal are
25 threatened to such an extent that the use of the groundwater basin it is over is to
26 be administered by the Sustainable Groundwater Management Act. While
27 groundwater recharge in the area is scientifically possible, it is so slow and the
28 rainfall in the San Joaquin Valley is so little that unnecessary use of groundwater

1 poses what is effectively an irreparable harm to those supplies. A multi-agency
2 Groundwater Sustainability Plan for the Tulare Lake Basin has been submitted to
3 DWR as required by the Act, but despite the combined expertise of those agencies,
4 the GSP is expected to be sent back for further revisions which will require further
5 review. (Please see Exhibit D.) Groundwater management and sustainability is in
6 the meantime threatened by unexpected draws of unknown quantity by
7 unplanned-for users, even as the currently-proposed GSP, and threatened
8 thereafter by the threat of interruption of Canal operations. In the alternative,
9 those users will be prohibited from accessing the groundwater at, denying them
10 replacement irrigation water and causing substantial damages to their provisions
11 of food and fiber causing damages and threatening food and fiber supplies for
12 countless other businesses in the stream of commerce, all so Sandridge can
13 proceed with an underground water pipeline without the inconvenience of
14 ensuring its installation, operation, and maintenance will not cause such damages
15 to others.

16 28. Tulare Lake Canal therefore has no adequate remedy at law for the
17 wrongs threatened by Sandridge's planned installation, operation, and
18 maintenance of an underground pipeline through Plaintiff's easement and under
19 that easement's purpose. An injunction is necessary to prevent the undue
20 interference with the easement's purpose caused by the installation of the pipeline
21 and the clear threat of multiple actions that will be made against Tulare Lake
22 Canal that Sandridge can then avoid by simple breach of the hold harmless
23 agreement or by the seeking of relief in the United States Bankruptcy Court is
24 avoidable only by issuance of a permanent injunction or writ mandating
25 maintenance of insurance against third party claims caused by Sandridge's
26 installation, operation, and maintenance of the planned pipeline through and
27 under Tulare Lake Canal's easement.

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PRAYER FOR RELIEF

Wherefore, Tulare Lake Canal prays for judgment in this action and an order issuing a permanent injunction or writ mandating that Sandridge and its successors and assigns to the pipeline and its benefits maintain casualty insurance as a guaranty of the assurance by Sandridge that Tulare Lake Canal will be held harmless by the installation, operation, and maintenance of the pipeline to an amount of \$5,000,000, to be increased annually by the statutory per annum amount applicable to judgments, to be proven by presentation of a copy of documents demonstrating existence of the policy or self-insurance on or before the effective date of that insurance policy and, for the second and each subsequent policy, delivery of the new policy no later than the final date the previous policy is in force.

Further, Tulare Lake Canal prays for such further relief, including fees and costs, as allowed by law and awarded by this court.

Dated: January 25, 2022 HERR PEDERSEN & BERGLUND LLP

By: 
LEONARD C. HERR
RON STATLER
Attorney for Plaintiff,
TULARE LAKE CANAL COMPANY

TLCC Complaint Final Version

TULARE LAKE CANAL COMPANY
v.
SANDRIDGE PARTNERS, L.P.; ROLLER LAND
COMPANY, INC.

Kings County Superior Court

Exhibit	Complaint for Injunctive Relief Exhibits	Page
A	Current and previous grant agreement document	11
B	Aerial photo of trench and canal	24
C	Email exchange between Tulare Lake Canal Company and Sandridge Partners	26
D	Groundwater Sustainability Plan	29

Exhibit A

SUBDIVISION OF

EMPIRE RANCH

KINGS COUNTY, CALIFORNIA

Empire Investment Company

Owner

SCALE 5 INCHES TO THE MILE

Surveyed March 1908 By Norboc & Nielsen
Lemoore, Cal

The undersigned hereby acknowledges and declares that it is the owner of the lands represented by this map, that said lands have been subdivided at its request and this map clearly shows the subdivisions thereof into lots and highways, and the said highways shown upon said map are hereby dedicated for public use, the undersigned, however, reserving the right to cross the said highways by canals, railroads and ditches, and to cross or run telegraph lines or other public utilities, but in the use of said highways for said purposes the undersigned shall not destroy or materially impair the said highways for ordinary travel.

Empire Investment Company

By - S.H. Galtner
President

By - J. S. Galtner
Secy



State of California
County of Los Angeles

On the 24th day of April, 1906, before me William H. Galtner, a Notary Public in and for Los Angeles County, California, personally appeared S.H. Galtner, known to me to be the president, and J. S. Galtner, known to me to be the secretary of the Empire Investment Company, a corporation whose name is subscribed to the foregoing, and acknowledged to me that said corporation executed the same.

Witness my hand and official seal this 24th day of April, 1906.
NOTARY PUBLIC, in and for the County of Los Angeles, State of California.

Sec. 1/4 Sec. 8 Meander Cor's are Marked in The Field With 2 inch Iron Pipes

The Empire Investment Co., a corporation and owner of the Empire Ranch in Kings County, State of California, having presented to the Board of Supervisors of said County, a plat or map of said Ranch, containing a subdivision of said Ranch into lots and highways, and the same has been adopted by the Board of Supervisors of said County, and the same is hereby adopted by me as the official map of the land embraced in said Ranch.

Attest: Francis Cunningham
Clerk

Dated May 8, 1908

John M. Laughlin
Chairman of the Board of Supervisors
of the County of Kings, State of California

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Empire Iron Co.

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Feb 1 1964

Ernst Invernack Company

By J. A. Long
Scribner

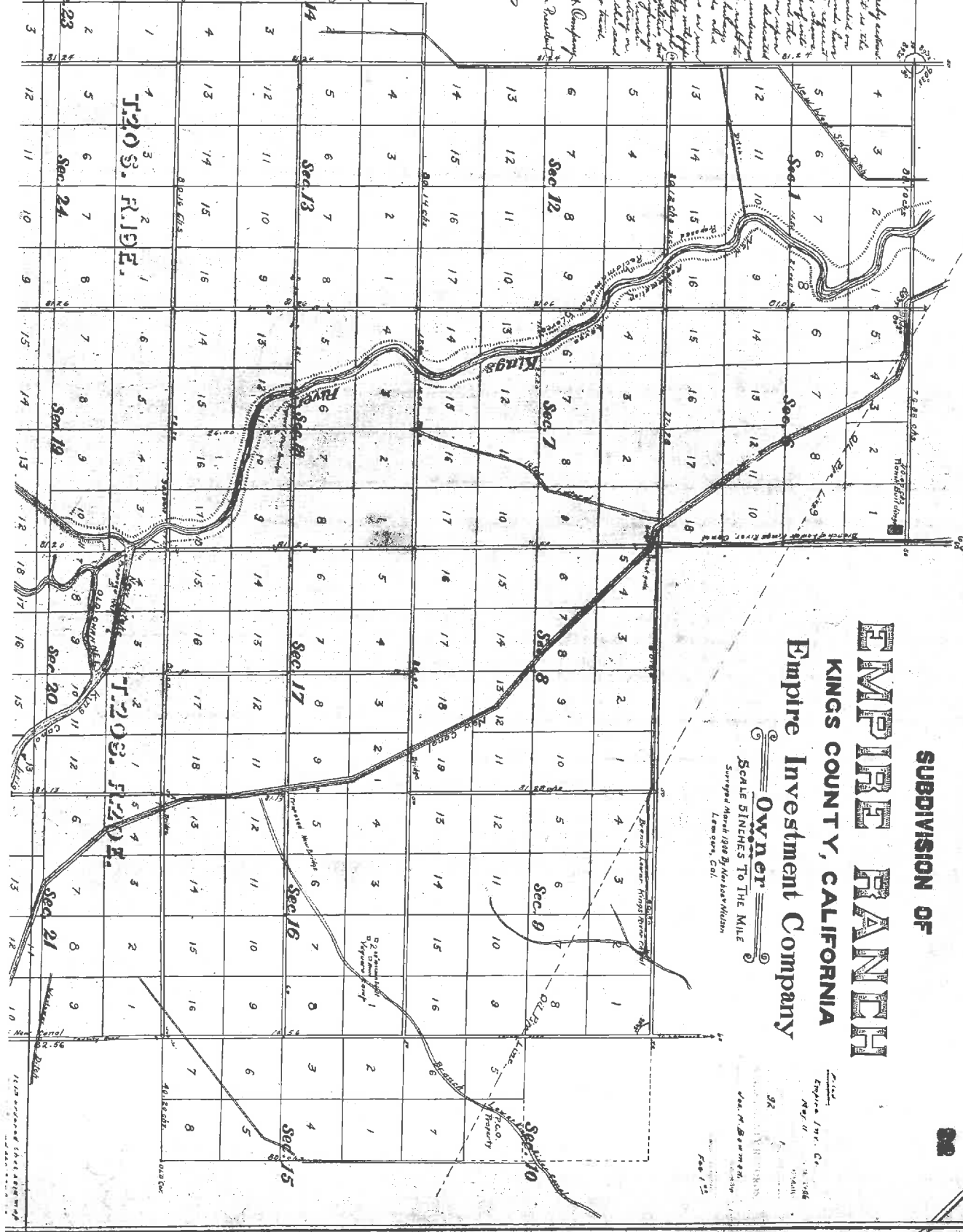
On the 24th day of
April 1906 to

Los Angeles County, Calif.
once, personally appeared
O. H. Wood

known to me to be the
Secretary of the Empire

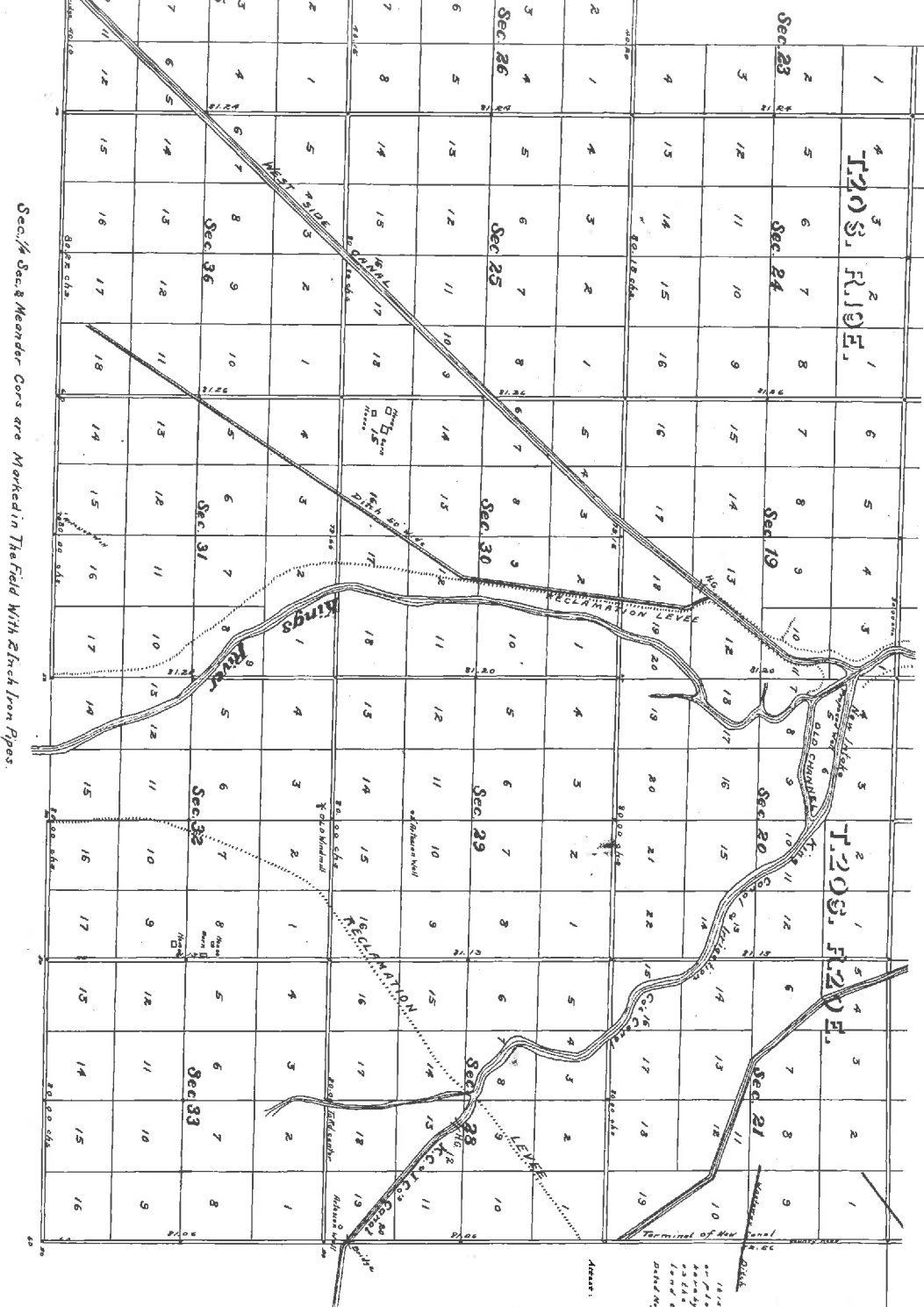
that said corporation
received the same.

Sec



1814 ordered that said map
or plat be on the same a
nearly as possible this one
a full official map of the
land embraced in said conch
Dated May 1894. Chairman of the
Board of Supervisors,
San Joaquin County, Kings,
State of California.

Attest: *Francis Cunningham*
Deputy.



Sec. 1/4 Sec. 8 Meander Cors are Marked in The Field With 2 Inch Iron Pipes.

SUPPLEMENT

TULARE LAKE CANAL COMPANY,
(First party)
EMPIRE WATER COMPANY,
(Second party)
EMPIRE INVESTMENT COMPANY,
(Third party,)

THIS AGREEMENT made and entered in to this 10th day of March 1916, by and between
TULARE LAKE CANAL COMPANY, a corporation organized and existing under and by virtue
of the laws of the State of California, the first party, and EMPIRE WATER COMPANY,
a corporation existing under and by virtue of the laws of the State of California, the second
party, and EMPIRE INVESTMENT COMPANY a corporation organized and existing under the laws of
the State of California, the third party;

WITNESSETH: Whereas, under and by virtue of a deed dated the 18th day of October
1901, and recorded January 31st, 1905, in Book 27 of deeds at page 22, Kings County Records,
George E. Bates, Samuel Davis and E. O. Miller predecessors in interest of second and third par-
ties herein, did grant and convey to the Kings Canal and Irrigation Company, a corporation,
a right of way for a ditch 60 feet in width as then constructed by said corporation, on and over
Section 18, 19, 20, and 28, T. 20. S., R. 20. E., M. D. P. and W., together with the rights to
enter upon said lands adjoining said ditch for the purpose of cleaning out and repairing the
same and to use such brush and soil adjacent to said ditch and slough as may be necessary to
construct and maintain necessary embankments, and the right at all times to repair and re-
build the headgate at the point where the ditch connects with the slough from which the water
for said ditch is diverted; and the right to divert such water into said ditch as said
grantee may desire, provided said water is not desired by said grantors, their tenants,
heirs or assigns, for use on other lands owned by them in townships 19 and 20 S., R. 19 and 20
E., M. D. P. & M. AND SAID DEED RECITED THAT SAID GRANTORS are riparian owners on Kings
River, and nothing in said deed contained should be construed to in anywise lessen or abridge the
water rights and privileges which were then possessed or may be thereafter be acquired by said
grantors, or otherwise; and

WHEREAS, under and by virtue of a deed recorded July 15th 1902, in Book 19 of deeds
page 363 Kings County Records, Kings Canal and Irrigation Company, a corporation, did grant
to GEORGE E. BATES, SAMUEL DAVIS and E. O. MILLER predecessors in interest of second and third
parties herein, an undivided one-eighth interest in and to the headgate and canal of Kings Ca-
nal and Irrigation Company as then constructed on and over Sections 18, 19, 20 and 28 in T.
20. S., R. 20. E., M. D. P. & M., together with the right, license and privilege of using at
all times one-eighth of the capacity of said canal and headgate for irrigation purposes,
with the right to build such diverting gates in the canal as they might desire; provided,
however, that said BATES, DAVIS and MILLER, their heirs and assigns, should not divert and
use through said ditches to exceed one-half of the water of Kings River at the head of said
ditch; and said provided that said corporation, grantor, "heresby expressly waives any claim
it now has, or to which it may hereafter be entitled, adverse to the riparian rights of the
said BATES, DAVIS and MILLER, their heirs or assigns, in or to the water of said Kings
River, said BATES, DAVIS and MILLER, to pay one-eighth of all repairs on said ditch hereafter
made on their land but they shall not be required to contribute anything for repairs on the
present headgate or for the cost of building or maintaining a new one", and that said
grantor "agrees to keep the ditch, headgate and slough from which water is taken, cleaned
out and in proper repair and to maintain the banks of the ditch of such strength as to pre-
vent the water from flooding the lands of said BATES, DAVIS and Miller, their heirs or as-
signs, and also to construct and maintain all needful and necessary drops in the ditch to pre-
vent the water from cutting down the ditch and draining the land"; and

WHEREAS under date of May 27, 1905, the said Canal and Irrigation Company executed

an agreement in writing with the said GEORGE E. BATES and E. O. MILLER, which agreement was recorded on JUNE 10th 1906, in Vol. 2 of Contracts, page 247 Kings County Records, under and by which it was agreed that the said deed last above mentioned, dated July 15, 1902, and recorded in Vol. 19 of deeds page 363, Records of Kings County, be modified, and "that the said GEORGE E. BATES and E. O. MILLER, and their heirs and assigns, shall at all times have the right and they are hereby granted the right to use and convey all the waters in Kings River at the head of said ditch which may be necessary to fill one-eighth capacity of said ditch, and said conveyance of JULY 15th 1902, is hereby modified accordingly, but in all other respects the same shall be and remain in full force and effect. It is, however, expressly understood and agreed that the water so to be taken and used through said ditch by said GEORGE E. BATES and E. O. MILLER, their heirs and assigns, shall be used only to irrigate the lands now owned by said GEORGE E. BATES and E. O. MILLER, in T. 20-S. R. 19 and 20 N., M. D. B. & N."; and

WHEREAS, in a certain action brought in the superior court of Kings County, State of California, and numbered 1216, entitled SARAH E. LOVEJACK, Plaintiff, vs. Tulare West Side Company, et al, Defendants, in which the said Kings Canal and Irrigation Company and the said second and third parties herein were parties defendant, a judgement was duly made and entered on November 15th 1911, upon the stipulation and agreement of said parties, and the said stipulation and agreement and the judgement entered therein fixes and defines the quantity of water which the said second and third parties herein were entitled to take and divert on both sides of Kings River at the head of said ditch and canal as 126 cu. ft. per second, and provided that said SARAH E. LOVEJACK is entitled to a certain amount thereof under certain conditions for use on certain lands described in the complaint in said action, and also provides how said water might be used when the same was not used by the said Lovejack, or the said second and third parties, and reference is hereby made to said judgement, stipulation and agreement for further particulars thereof; and

WHEREAS, the first party herein has succeeded to all the properties, rights, titles, interests and obligations of Kings Canal and Irrigation Company, and the second party herein has succeeded to all the properties, rights, titles and interests and obligations of said George E. Bates, Samuel Davis and E. O. Miller, with reference to the said first right to divert and distribute water through the same, set forth in said deeds; and said third party and its grantees have succeeded to the ownership of the lands formerly owned by said Bates, Davis and Miller, and to which said water is appurtenant; and

WHEREAS, on or about the 2nd day of March 1906, the Empire Investment Company and Kings Canal and Irrigation Company did deliver in escrow to the First National Bank of San Francisco, California, certain documents, to-wit: a conveyance from Empire Investment Company and Empire Water Company to Kings Canal and Irrigation Company; a quitclaim deed from Kings Canal and Irrigation Company to Empire Investment Company; and a certain agreement with modifications thereof between Empire Investment Company et al; and the Kings Canal and Irrigation Company which documents have been withdrawn from said escrow but which escrow has lapsed; and

WHEREAS, THE SECOND PARTY HEREIN HAS BUILT A WEIR IN THE MAIN CHANNEL OF Kings River in, and near the North-West corner of section 20, T. 20-S. R. 20, N., M. D. B. & N., and some distance above the intake of the canal constructed as aforesaid upon that old right of way for a ditch granted in said deed of George E. Bates, et al, to Kings Canal and Irrigation Company as aforesaid, and near the intake of the new canal located on the right of way hereinafter

described, and now owns an undivided One-half ($\frac{1}{2}$) interest in said weir; and has also constructed a new canal along that strip of land hereinafter described, and has installed and now owns a certain headgate at or near the intake of the said new canal and has done certain work upon the banks and along the inside of the new canal; and

WHEREAS, the party of the third part has done certain work on the levees along the banks of Kings River and above said weir to increase the size and strength thereof, all of which work will be of material use and benefit to the party of the first part; and

WHEREAS, the parties hereto desire by this agreement to settle completely all claims and matters between them in relation to said old and new canals and to said weir, and to substitute a new right of way for said canal in place of the old right of way mentioned in said deeds; to fix accurately and define their respective rights in said canal, and the diversion of water through the same, and to regulate the method of maintaining and operating said canal and the diversion of water through the same hereafter; and for all these purposes to set forth in full in this agreement between the parties hereto all of their respective mutual rights and obligations in any of the premises:

NOW, THEREFORE, to effect and accomplish said purpose, and in consideration of the premises, it is hereby agreed by and between each of the parties hereto with the others as follows:-

FIRST: That the first and second parties herein do by these presents grant and transfer to said third party herein, the old right of way for a canal, and all rights in adjoining lands belonging and appertaining to said old right of way particularly described and referred to in the deeds hereinabove mentioned,--dated October 15th 1902, and recorded in Book 27 of deeds page 22, and the other recorded July 15th 1902, in Book 19 of deeds, page 353, records of Kings County, California, to which reference is here made for particular description.

SECOND:- That the said third party herein shall grant and transfer and does by these presents transfer to the first and second parties herein, in the proportion of an undivided seven-eighths ($\frac{7}{8}$) interest to the said first party, and an undivided one-eighth ($\frac{1}{8}$) interest to the second party, in and to a right of way 125 feet in width, for the purpose of constructing and operating a sixty (60) ft. canal with the headgate therein hereinafter mentioned and also in and to the said canal now on said right of way, and of repairing, replacing and in all ways maintaining such canal and headgate to divert and distribute water from Kings River in accordance with the terms, conditions and provisions, and according to their respective interests, as hereinafter set forth; which said right of way is strip of land 125 ft. in width the northerly and southerly boundary lines thereof being parallel, and the northerly line thereof is particularly described as follows, to-wit:

Commencing at a point where the westerly line of section 20, T. 20 S., R. 36 E., S. 4 M. intersects the easterly line of Kings River, such point being 718 feet south of the North-west corner of said section 20; thence running South $78^{\circ} 55'$ east 2488 feet; thence South $47^{\circ} 23'E.$ 269 ft. to the center of county road; thence South $49^{\circ} 45'S.$ 542 ft.; thence S. $54^{\circ} 46'$ E. 150 ft.; thence S. $57^{\circ} 29'$ E. 206 ft.; thence S. $14^{\circ} 47'$ E. 120 ft.; thence S. $31^{\circ} 20'E.$ 120 ft.; thence $27^{\circ} 16'$ E. 425 ft.; thence S. $35^{\circ} 1'$ E. 300 ft.; thence S. $33^{\circ} 22'$ E. 267 ft.; thence S. $52^{\circ} 53'$ E. 520 ft.; thence S. $75^{\circ} 15'E.$ 165 ft.; thence S. $82^{\circ} 15'$ E. 300 ft.; thence S. $72^{\circ} 4'$ E. 190 ft.; thence $57^{\circ} 36'$ E. 217 ft.; to the center line of County Road on the East boundary line of said section 20; thence S. $5^{\circ} 45'$ E. 330 ft.; thence S. 32° E. 376 ft.; thence S. $30^{\circ} 8'E.$ 148 ft.; thence $10^{\circ} 56'$ E. 440 ft.; thence $40^{\circ} 44'$ E. 150 ft.; thence $64^{\circ} 45'$ E. 160 ft.; thence S. $44^{\circ} 17'$ E. 342 ft.; thence $44^{\circ} 44'$ E. 192 ft.; thence S. $30^{\circ} 18'$ E. 280 ft.; thence S. $36^{\circ} 44'$ E. 197 ft.; thence S. $50^{\circ} 13'$ E. 437 ft.; thence S. $8^{\circ} 52'$ E. 324.2 ft.; thence S. $15^{\circ} 38'$ W. 401.1 ft.; thence S. $9^{\circ} 10'$ W. 406.2 ft.; thence S. $34^{\circ} 40'$ W. 128.2 ft.; thence S. $35^{\circ} 31'$ W. 177.2 ft.; thence S. 9.4 ft.; thence

S. 45° E. 10.4 ft.; thence N. 70° 50' E. 180.4 ft.; thence S. 62° 40' E. 245.3 ft.; thence S. 60° 30' E. 260.6 ft.; thence ^S 30° 31' E. 384.2 ft.; thence S. 55° 10' E. 59.9 ft.; thence S. 72° E. 145.6 ft.; to the center line of section 28 of said township and range; and running thence in a southeasterly direction through the South-east quarter of said section 28 of such width and along such line as the canal is now constructed, to the east boundary line of the Empire Ranch; said strip being that upon which said new canal is now constructed.

THIRD: The said second party herein shall grant and transfer and does by these presents grant and transfer to the said first party an undivided one-half ($\frac{1}{2}$) interest in said weir constructed as aforesaid and now in said Kings River situated in, and near the North west corner of section 20 T. 20. S., R. 20. E., M. D. B. & M. the other remaining undivided one-half ($\frac{1}{2}$) interest in said weir being owned by the Tuolumne West Side Company, or persons owning the canal on the West side of Kings River at or near the location the said weir and the said second party shall further grant and transfer and does by these presents grant and transfer to the said first party an undivided seven-eighths ($\frac{7}{8}$) interest in the certain headgate now placed at or near the intake in the said canal constructed over the ^{said} new right of way described in paragraph "SECOND" hereof; excepting, however, from this conveyance, and the said second party does hereby reserve unto itself, its successors and assigns the right to use the said weir and the said headgate and have the same used, controlled and operated as hereinafter set forth and provided, for the purpose of diverting and flowing water through the said canal at all times as hereinafter set forth and provided.

FOURTH: The said party of the first part herein shall, at its own cost and expense, erect and construct within sixty (60) days after date hereof in and across the said canal at or near section 28, T. 20. S., R. 20. E. a check gate with moveable boards of the ordinary character, design and strength, to be used in diverting the water from said canal into and through other canals leading therefrom, and shall thereafter at his own cost and expense, keep and maintain the same in good order and repair for said purposes, and replace the same if wanted out or otherwise destroyed or injured, except if destroyed or injured by the wrongful act of the second or third parties hereto, the expense of restoring or repairing the same shall be paid by the party committing the act; and when such check-gate has been so constructed and placed therein, the said second party shall remove, or caused to be removed, all dams or other obstructions which have been placed by it, or by the said third party, across or in said canal, between the head-gate thereof at the River and the point where said check-gate is to be constructed, including the one at or near the point where the check-gate is to be located, as above specified.

FIFTH: That said first party shall build up, strengthen and improve in a good and substantial manner, and so as to prevent the flooding or overflowing of adjacent lands with water therefrom the banks of said canal, and shall complete that portion of said canal lying within the boundaries of the tract of land known as the Empire Ranch, and the cost thereof shall be borne by the first party, but after such work has been completed, the cost and expense of repairing the banks of said portion of said canal shall be included in the expenses of maintenance and paid as hereinafter provided.

SIXTH: That in the portion of said canal lying within the boundaries of said Empire Ranch, said second party shall have the right, at his own expense, and for use in irrigating lands in said ranch, to install and maintain check-gates therein, also weir boards on the lower side of said headgate located at the intake of said canal on the river, also syphons under said canal, or any flume over said canal, and use the canal itself for the purpose of transferring water from the North to the South sides of said canal, from and through canals, ditches,

pipe lines, or flumes controlled by second party and situated on the North and South sides of said canal and from which lands in said ranch are irrigated; provided, however, that all such rights shall be exercised only to handle water which is distributed by second party to the said lands in the ^{said} Empire Ranch and that said check-gates, weir boards, siphons and flumes shall be constructed and maintained and the use of said canal for the transfer of said water shall be so regulated as not to interfere with the full enjoyment and use of said canal by said first party under the terms and conditions provided in this agreement, and that said check-gates, siphons, flumes, or weir boards shall become dilapidated, or shall interfere with first ^{party's} use and enjoyment of said ^{canal} as aforesaid, the first party may, after second party's failure to repair or remove the same upon ten (10) days notice to do so, repair or remove the same and the cost of such repair or removal shall then be paid by second party on demand.

SEVENTH: That the rights of the parties hereto to take and divert water naturally flowing in Kings River, through said canal or otherwise, as granted and fixed in the deeds, agreements and judgement hereinabove mentioned, other than those in escrow as aforesaid, are defined and declared to be as follows, to-wit:

1. The said ^{third} party or its grantees of lands in the Empire Ranch, as shown on map recorded in Vol. 1, page 91 and 92, Licensed Surveyors' Plats, Records of Kings County, California, as riparian owners and users, and said second party as owner of the water system through which water is distributed to said lands, have and are entitled to, the first and prior right to take divert and use any and all water naturally flowing in Kings River at all times at any point north of the intake of said canal, which may be reasonably required and necessary for irrigation, watering stock and domestic purposes, without unnecessary waste, upon the lands in said Empire Ranch, lying on each side of said River, and at low stages of the water in the river, to hold up such water sufficiently to fill the slough and depressions of the river channel so as to prevent the river-bed from drying out, and first party is not entitled to ^{take or} divert or use any water from said river when such water is required for such uses as aforesaid; but when such water is not personally required for said purposes, or said third party, or its grantees of said lands, or the said second party are not using the same for said purposes, or either of them, they shall not, nor shall either, or any of them, have the right to perform any act that would prevent or interfere with the natural flow of the water in Kings River in its channels across the lands of the said Empire Ranch to the headgate or intake of said canal, and to said weir.

2. That out of the waters naturally flowing in Kings River at the headgate or intake of said canal and at said weir, and remaining after supplying, or when not required for, the uses and purposes last above mentioned the said third party, or its grantees of lands in said Empire Ranch, or said second party, have and are entitled to, the first or prior right to take divert and use at all times one hundred and twenty six (126) cubic feet per second thereof through the canal hereinabove described in paragraph "SECOND" or through the canal on the west side of said river taking out at some point, or either of them, or through other ditches constructed by them when reasonably required or necessary for use for irrigation, watering stock or domestic purposes, or any of said purposes, without unnecessary waste, on the lands in the said Empire Ranch which are within or under the flow of said canals or ditches, or either of them, but not elsewhere; and SARAH R. LOVELACE has and is entitled to a similar right to take divert and use a portion of said one hundred and twenty six (126) cubic feet per second of water when so flowing in said river at the intake of said canal, or as proportion thereof, in accordance with the agreement and judgment entered in said section No. 1216 hereinabove mentioned, and such water to which said Lovelace is entitled shall be permitted to flow down to said weir as in said judgment provided.

3.- That subject and subordinate at all times to the prior right and use of said water as herein set forth for the purposes above mentioned by third party and its grantees and by second party as herein above mentioned, and when such rights and use will not be interfered with, diminished or affected thereby, the said first party, so far as the second and third parties are concerned, is entitled to, and is hereby granted, the right to take and divert through said canal described above in paragraph "SECOND" and to use on any lands it may desire all or any part of the surplus water naturally flowing in said Kings River at the intake of said canal, and at said weir, in excess of said 126 cu. ft. per second and also any part or portion of said 126 cu. ft. per second flowing in said river when not being used or required by said third party, or its grantees, or said second party, for any of the purposes on said lands as aforesaid, or by said Lovelace, as provided by said judgement, also any water diverted into or flowing through said canal when not being used or required for use by third party, or its grantees, or said second party, on said lands and for said purposes as aforesaid; and such diversion and use of said water by said first party shall never be adverse, but shall at all times be subject and subordinate to all the prior rights, diversions and uses of said water by said third party and its grantees, and said second party and said Lovelace, as defined and declared in this agreement; provided, however, the provisions of this agreement, are intended to define the rights and obligations as between the parties hereto, and in no manner to define or effect the existing rights, if any, of other persons to take and divert water from said river at the same point or elsewhere.

EIGHTH. That said first party shall have the management, care and direction of the maintenance and operation of said canal, headgate thereof and said weir, subject, however, to the rights, of the owner or owners of the other half, or any other interest therein, and in pursuance thereof shall at all times keep said canal and said headgate and also said weir, subject, however, to the rights of said parties aforesaid, in good order and repair, the said canal properly cleaned out and its banks built up and strengthened so as to prevent overflowing adjacent lands, and shall keep a competent man at said weir and headgate to guard, care for, and properly operate same when needed for irrigating, and said weir headgate and canal shall be so handled, manipulated and operated by said first party and its agents and servants that water may be safely diverted from said river by the parties hereto in the order and according to their respective rights, as set forth in this agreement. That said first party shall advance and pay all expenses and costs of repairing, cleaning out and maintaining said weir, headgate and canal, and shall keep a separate account, to be known as "Joint Maintenance Account" which shall contain the items of all expenses and cost of repairing, cleaning out and maintaining that portion of the canal lying within the boundaries of the Empire Ranch and the headgate, including the wages of the man kept at the weir to guard and operate the same (but not including any expenses of maintaining the said weir mentioned in paragraph "THIRD" hereof, or the check-gates mentioned in paragraph "FOURTH" hereof, or of building up the banks mentioned in paragraph "FIFTH" hereof, or cost of maintaining check-gates, siphons, etc., by second party, in paragraph "SIXTH" hereof,) and with said account shall be kept proper vouchers of each item of expense and cost and said first party shall render to second party an itemized statement of such account monthly, or at such more frequent periods as said parties may hereafter arrange; and upon receiving same, second party may examine and inspect the books, vouchers and papers of first party to verify such statement, and within thirty (30) days after receiving such statement second party shall pay to first party one-eighth (1/8) of the amount of said "Joint Maintenance Account", properly shown and settled as aforesaid, the remaining seven-eighths (7/8) thereof being borne by first party.

If at any time said first party shall fail or neglect to keep and maintain said weir, canal and head-gate in proper order and repair, as provided in this agreement, or to handle, manipulate and operate the same as provided in this agreement so that said third party, or its grantees, or second party may take, divert, ^{and} use water from said river through or by means of said weir, canal and head-gate, as provided in this agreement, second party shall notify first party of such neglect or failure, and upon receiving such notice first party shall immediately comply with and rectify the same, and if first party shall fail or neglect, upon such notice, to comply therewith and properly remove or rectify the troublement in such notice then said second party may take charge and management thereof and put such weir, canal and head-gate in proper order and repair, and otherwise regulate the operation and manipulation thereof and may continue in such management until first party shall make arrangements to fully perform and carry out this agreement; and during the time second party is in the possession and management of said weir, canal and headgate it shall keep proper account and vouchers of all expenses and costs properly incurred in the work thereon, shall render to first party a statement thereof, and first party shall thereupon pay to second party its proper proportion of same, as herein agreed, if any trouble or friction arises concerning the men stationed at the weir, not properly performing his duties, or not properly caring for, manipulating, or operating the weir, canal, and headgate, in accordance with this agreement, first party, on notice from second party, shall discharge such man and employ another in his place who will properly perform said duties in accordance herewith.

Any money due and unpaid under the terms of this agreement from second party to first party, or from first party to second party shall be a lien upon the interests of such party debtor in said canal and headgate and weir, and if same be not within three (3) months after same becomes due, such lien therefor may be enforced upon the debtors interest aforesaid in the same manner as may be provided by law for enforcement of mortgage liens, in which costs, interest, and reasonable attorneys fees as fixed by the court, shall also be a lien and may be allowed as in foreclosure of mortgage.

NINTH: This agreement is a complete adjustment of all claims and demands between first party and the second and third parties, or which either of them has or account of any cause or act or obligation whatsoever; and in consideration thereof and of the other covenants and promises set forth in this agreement, the first party hereby agrees to dismiss that action now pending in the Superior Court of the State of California, in and for the County of Kings, plaintiffs, vs. Empire Water Company a corporation et al., numbered 2570, and entitled Kings Canal and Irrigation Company, a corporation, et al. Defendants; and the first party further agrees to pay to the second and third parties in full satisfaction as aforesaid the sum of ten thousand dollars (\$10,000.00) payable all in cash on the execution of this agreement.

TENTH: All of said documents in said decree shall be with drawn and disposed of as follows:

The said said agreement and modification thereof shall be cancelled and made void.

The conveyance from the Empire Investment Company, et al, to Kings Canal and Irrigation Company shall be returned to the grantors.

The quitclaim deed from Kings Canal and Irrigation Company to Empire Investment Company shall be returned to the grantor.

ELEVENTH: That all the terms, covenants, conditions, ^{recitals} declarations and provisions of this agreement shall bind and inure to the benefit of the successors and assigns of the

respective parties hereto.

TWELFTH - That so far as their rights and interests are concerned, the said second and third parties hereto hereby consent that the first party herein may enter upon or along the banks of Kings River above said weir for the purpose of strengthening, or improving or replacing, or maintaining any of the banks of said Kings River whenever in the discretion of the said first party it is necessary that such work should be done; provided, however, that said second and third parties shall not, nor shall either of them, be in any way liable or responsible for any acts done by the ^{said} first party therein, nor the consequences thereof.

IN WITNESS WHEREOF, the respective parties hereto have caused their presents to be duly executed by their officers first duly authorized, and have caused their corporate seals to be hereto affixed the day and year hereinabove written.

(seal).... TULARE LAKE CANAL COMPANY, a corporation.
By A. D. Schindler President.
By D. HADSELL Assistant Secretary.

(seal)..... EMPIRE WATER COMPANY, a corporation.
By S. H. Tolhurst President.
By M. L. Smith Acting Secretary.

(seal)..... EMPIRE INVESTMENT COMPANY a corporation.
By S. H. Tolhurst President.
By M. L. Smith Acting Secretary.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES. } :SS.

On this 23rd day of March in the year one thousand nine hundred and fifteen before me, W. B. SCARBOROUGH, a Notary Public in and for said County of Los Angeles, State of California, personally appeared S. H. TOLHURST, known to me to be the President, and M. L. SMITH known to me to be the acting Secretary of the Empire Investment Company the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)..... W. B. SCARBOROUGH, Notary Public in and for Los Angeles County, State of California.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES. } :SS.

On this 23rd day of March in the year one thousand nine hundred and fifteen before me, W. B. SCARBOROUGH, a Notary Public in and for said County of Los Angeles, State of California, personally appeared S. H. TOLHURST, known to me to be the President, and M. L. SMITH, known to me to be the acting Secretary of the EMPIRE WATER COMPANY the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my ^{hand} and affixed my official seal the day and year in this certificate first above written.

(seal)..... W. B. SCARBOROUGH, Notary Public in and for Los Angeles County, State of California.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES. } :SS.

On this 24th day of March A.D. 1916, before me, H. K. BAGLEY, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared A. D. SCHINDLER, known to me to be the President, and D. HADSELL, known to me to be the Secretary of the Tulare Lake Canal Co., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal).....

H. K. BACIE, Notary Public in and for said
said County and State of California.

Recorded at the request of D. MADSEN, April 12th A. D. 1915, at 22 Min. past 11
o'clock A. M. in Vol. 5 of Contracts page 122 Kings County Records.

JOS. M. BOWMAN.

Recorder Fees \$5.50

-----00-----

MARY A. SCALLY
to
E. G. HENLEY and ELLENA HENLEY.

KNOW ALL MEN BY THESE PRESENTS: That MARY A. SCALLY, a widow of the County of
Kings, State of California, held and firmly unto E. G. HENLEY and ELLENA HENLEY, in the sum
of twelve hundred dollars gold coin of the United States of America to be paid to the said
E. G. HENLEY and ELLENA HENLEY executors, administrators or assigns for which payment
well and truly to be made, bind herself, her heirs, executors and administrators firmly by
these presents.

SEALED with her seal and dated the twelfth day of April, 1915.

THE CONDITION of the above obligation is such, that if the above bounded obligor
shall on or before the first day of January Nineteen Hundred and Seventeen, make execute
and deliver unto the said E. G. HENLEY and ELLENA HENLEY (provided that the said E. G. HEN-
LEY and ELLENA HENLEY, shall on or before that day have paid to the said obligor the sum of
Twelve Hundred Dollars with interest thereon at the rate of eight per cent per annum from
January 1st 1915, until paid, interest payable annually) a good and sufficient convey-
ance with the usual covenants, showing clear title thereto, of all those certain lots, pieces
or parcels of land situate-lying and being in the County of Kings, State of California bound-
ed and particularly described as follows, to-wit:

The North half (N $\frac{1}{2}$) of the South west quarter (S. W. $\frac{1}{4}$) of the North-west quarter
NW $\frac{1}{4}$) of section ten (10) in township nineteen (19) south, of Range twenty (20) East, E. D.
T. & N. containing twenty (20) acres more or less. Then
this obligation to be void, otherwise to remain in full force and virtue.

MARY A. SCALLY.....(seal)

Signed, sealed and delivered in the presence
of EDWARD ERLANGER

STATE OF CALIFORNIA }
COUNTY OF KINGS. } ss:

On this 12th day of April in the year one thousand nine hundred and fifteen before
me, EDWARD ERLANGER, a Notary Public in and for said Kings County, residing therein, duly
commissioned and sworn, personally appeared MARY A. SCALLY known to me to be the person
whose name subscribed to the within instrument, and acknowledged to me that he executed
the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at my
office in the said Kings County the day and year in this certificate first above written.

(seal).....

EDWARD ERLANGER, Notary Public in and for
said Kings County State of California.

Recorded at the request of ED ERLANGER, April 13th A. D. 1915, at 10 Min. past 9
o'clock A. M. in Vol. 5 of Contracts page 130 Kings County Records.

JOS. M. BOWMAN.

Recorder Fees \$ 1.10

Exhibit B

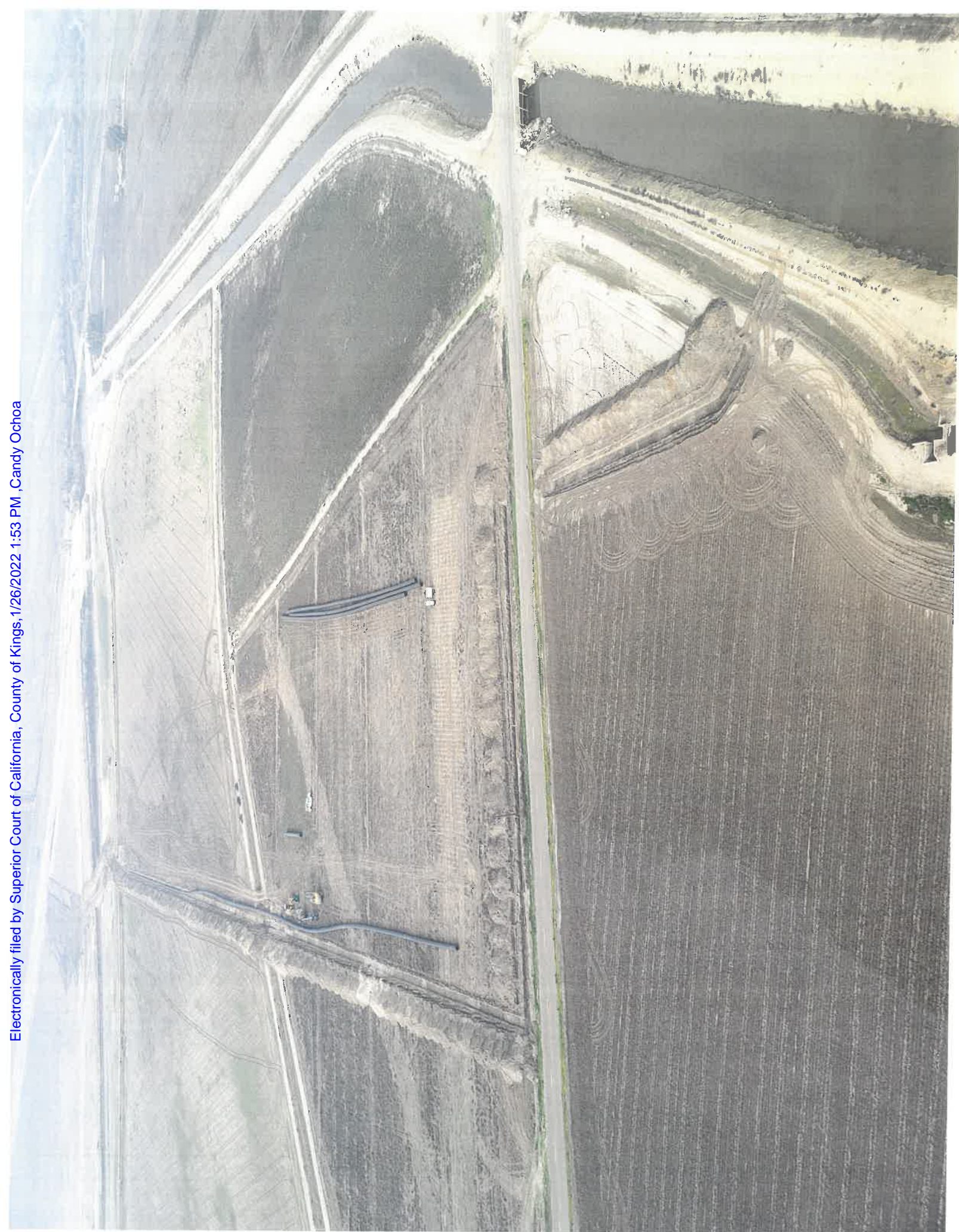


Exhibit C

From: Unruh, Mark
Sent: Wednesday, January 12, 2022 5:44 PM
To: wilcox.carlo@gmail.com
Subject: RE: Proposed Tulare Lake Canal Crossing

Carlo,

Happy New Year!

The Tulare Lake Canal Company has researched the right-of-way in the area of the proposed pipeline crossing (north of Madison Avenue and east of 20-1/2 Avenue) and determined that there is strip of land approximately 125 feet wide that is for the TLCC Canal. Before the proposed pipeline can cross the Canal, TLCC needs to have an agreement in place with owner/operator of the proposed pipeline. TLCC will begin the process of drafting an agreement and needs to know who will be responsible for the installation, operation and maintenance of the proposed pipeline? Please provide the signatory information for the agreement. TLCC will also require that all costs incurred in the development of the agreement be reimbursed by the party crossing the canal.

Contact me with any questions.

Thank you,

Mark

From: wilcox.carlo@gmail.com <wilcox.carlo@gmail.com>
Sent: Monday, November 22, 2021 5:04 PM
To: Unruh, Mark <munruh@jgboswell.com>
Subject: RE: Proposed Tulare Lake Canal Crossing

Mark,

Attached is an updated profile of the proposed pipe crossing under the Tulare Lake Canal. This version is the approach we plan to take. The difference is instead of elbows, the HDPE pipe will be roped down, then flat under the TLC and when clear, roped up again to the design grade below the field. Otherwise, no changes have been made.

Please let me know if this design will meet the Tulare Lake Canal Company's requirements to cross under the canal. We hope to get the work done before there is water to deal with in the canal.

Thank you,
Carlo

From: wilcox.carlo@gmail.com [<mailto:wilcox.carlo@gmail.com>]
Sent: Wednesday, November 17, 2021 2:27 PM
To: 'Unruh, Mark'
Subject: Proposed Tulare Lake Canal Crossing

Mark,

Thank you for spending time on the phone with me this morning.

As we discussed, we want to cross under the Tulare Lake Canal downstream of 20-1/2 Avenue with a 48 inch diameter HDPE pipe. The pipe will carry irrigation water to land on the west side of the Kings River. Attached are two pdf copies. One is a google earth aerial view indicating the alignment of the proposed pipe crossing. The second is a cross section indicating, at least conceptually, what we plan to do. I indicated no scale was indicated, but our intention is to stay well away from the banks of the canal, to have ample cover (3-1/2 feet of cover), and a 12 inch thick reinforced concrete cap over the pipe to protect the pipe from equipment and equipment from the pipe.

Please review the information and let me know your thoughts and requirements on getting this installed. We would like to do the work during the Fall/Winter while the canal is out of service and no interruption to its operation will be caused by the activity.

Thanks,
Carlo

Exhibit D



CALIFORNIA DEPARTMENT OF WATER RESOURCES

SUSTAINABLE GROUNDWATER MANAGEMENT OFFICE

715 P Street | Sacramento, CA 95814 | P.O. Box 942836 | Sacramento, CA 94236-0001

December 9, 2021

Amer Hussain, Plan Manager
Tulare Lake Subbasin
1111 E Herndon Ave, Suite 217
Fresno CA 93720

RE: Tulare Lake Subbasin - 2020 Groundwater Sustainability Plans

Dear Amer Hussain,

As the Plan Manager for the Tulare Lake Subbasin (Subbasin), thank you for submitting your GSP to the Department of Water Resources (Department) for evaluation and assessment as required by the Sustainable Groundwater Management Act (SGMA). This letter provides a preliminary update of the Department's evaluation and assessment of the Tulare Lake Subbasin Groundwater Sustainability Plan (GSP).

Department staff have substantially completed a review of the Tulare Lake Subbasin GSP. While this letter is not a final determination, Department staff have identified several deficiencies which will preclude the Department's approval of your GSP. The final determination and assessment will be provided to you and posted to the SGMA Portal no later than January 29, 2022. The assessment will describe the deficiencies precluding approval and determine that the GSP is incomplete. The deficiencies described in the forthcoming official written assessment will have accompanying corrective actions that the GSAs must address within 180 days from issuance.

Ahead of receiving the final determination and assessment for your Subbasin, we encourage your GSAs to review the deficiencies associated with the plans prepared for other subbasins in the San Joaquin Valley, which are documented in previously issued letters; the letters are posted to the SGMA Portal.¹ Deficiencies for your Subbasin will include similar themes. The Department recommends that you begin to coordinate with the Subbasin's GSAs, governing boards, applicable technical advisory committees, and interested parties to discuss tentative approaches to addressing deficiencies.

Once the Department issues the official written assessment, your Subbasin will have the opportunity to resubmit materials to address the deficiencies within 180 days. After the Department reviews those materials, the GSP could be subsequently approved if the GSAs have taken corrective actions to sufficiently address the deficiencies identified. Alternatively, after consultation with the State Water Resources Control Board, the Department could determine the GSP to be inadequate if the GSAs have not taken sufficient actions to correct the deficiencies identified. The inadequate determination would provide an opportunity to develop a GSP that satisfies the requirements of SGMA while under the oversight of the State Water Resource Control Board until GSP implementation can return to local control.

If you have any questions or would like to schedule a meeting to discuss your concerns, please do not hesitate to contact the Sustainable Groundwater Management Office staff by emailing

¹ <https://sgma.water.ca.gov/portal/gsp/status>

Amer Hussain
December 9, 2021
Page 2

sgmps@water.ca.gov. We look forward to scheduling a meeting with you once the final determination and assessment are posted in late January.

Thank you,

Paul Gosselin

Paul Gosselin
Deputy Director of Sustainable Groundwater Management