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Land Company, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

**DECLARATION OF CRAIG ANDREW
IN SUPPORT OF CROSS-
COMPLAINANTS' EX PARTE
APPLICATION FOR ORDER TO
SHOW CAUSE RE PRELIMINARY
INJUNCTION AND TEMPORARY
RESTRAINING ORDER**

Date: February 7, 2022
Time: 10:30 a.m.
Dept.: 7

SANDRIDGE PARTNERS, L.P., a California
limited partnership; ROLLER LAND
COMPANY, INC., a California corporation,

Cross-Complainants,

v.

TULARE LAKE CANAL COMPANY, a
California corporation; WOOD BROS., INC.,
a California corporation; and ROES 21
through 50, inclusive,

Cross-Defendants.

1 I, Craig Andrew , declare as follows:

2 1. I am Chief Operating Officer and Farm Manager for SANDRIDGE PARTNERS,
3 L.P (“Sandridge Partners”), a Cross-Complainant in the above-entitled action.

4 2. I have personal knowledge of the matters contained herein. As to those matters stated
5 upon information and belief, I believe said matters to be true and correct. If called upon to testify, I
6 could and would testify competently hereto.

7 3. I make this Declaration in Support of the Ex Parte Application for Order to Show
8 Cause Regarding Preliminary Injunction and Temporary Restraining Order filed by Cross-
9 Complainants Sandridge Partners, L.P. and Roller Land Company, Inc. (hereafter collectively
10 “Cross-Complainants”).

11 4. In my role as Farm Manager, I have been personally tasked by both Cross-
12 Complainants with the responsibility of overseeing the construction of the pipeline project being
13 laid across APN 026-230-010, which is the northern parcel to the canal at issue owned by Sandridge
14 and APN 026-230-011, which is the southern parcel to the canal at issue owned by Roller (hereafter
15 “the Property”). I have personal knowledge of all aspects of the project, as well as the facts that
16 relate to the two parcels at issue owned by the Cross-Complainants. The canal at issue runs between
17 the subject properties and is also owned by Cross-Complainants. Water flows through the canal
18 from time to time and runs from north west, flowing south east.

19 5. I am intimately familiar with the subject properties as well as the canal that runs
20 through it as I have been employed at Sandridge Partners for over four (4) years and am frequently
21 on the properties as part of my employment, throughout all times of the year. In addition to my
22 employment with Sandridge Partners I have been employed in the farming industry in the Central
23 Valley for over a decade. Therefore, I am aware of the irrigation schedule, including when water is
24 moved and delivered to various recipients for agricultural use.

25 6. Cross-Complainants have, together, embarked upon a construction project, whereby
26 one pipe and one sleeve will be built underground and will cross under Sandridge Partners’ property,
27 under the subsurface of the canal, onto Roller Land’s property and beyond. The construction was
28 contemplated for two reasons. First, the sleeve will be constructed to assist the City of Stratford,

1 located in Kings County, in transporting sewage water away from the City. This eight (8) inch sleeve
2 will lead from the City of Stratford, under property belonging to Sandridge Partners, under the
3 subsurface of the canal, and onto neighboring properties. Second, Cross-Complainants are in the
4 process of placing a underground pipe in order to transfer well water belonging to Sandridge
5 Partners for irrigation purposes. This pipeline is forty-eight (48) inches and will cross under
6 Sandridge Partners' property, under the subsurface of the canal, onto Roller Land's property and
7 beyond. All portions of the trench being dug, including the area that crosses the canal, are through
8 land owned by the Cross-Complainants.

9 7. On behalf of both Cross-Complainants, I have been working with our licensed
10 general contractor in overseeing this Project. The safety protocols engineered by our team included
11 assurances that the top of the pipeline would be placed four feet below the bottom of the canal, with
12 three feet first filled with soil with confirmed 95% compaction (a rate of compaction that is a better
13 state than the canal is currently in) and for the final one foot, a cement slurry would be placed to act
14 as a barrier for protection of the integrity of the pipes in the event any maintenance or repair work
15 is performed in the future in the canal. In short, the underground pipeline was engineered, designed
16 and approved in a manner in which would not interfere with the flow of water in the canal.

17 8. The process of (1) digging the trench, (2) temporarily damming any minimal residual
18 water in the canal, (3) installing the pipeline and sleeve, and (4) re-covering the pipeline and sleeve
19 and testing for compaction was scheduled to be completed within five (5) days. This portion of the
20 project was scheduled to commence on January 26, 2022.

21 9. When planning this project with our contractor, we were aware that Cross-Defendant
22 Tulare Lake Canal Company, Inc. uses the canal during certain times of the year to transport water.
23 Of importance to the present action is that the placement of the pipeline and sleeve at issue will not
24 interfere with the water being moved by any third parties in the canal. In addition, we strategically
25 selected the month of January to commence this Project because third parties typically do not use
26 this portion of the canal to deliver water during this time of year. In my experience in the agriculture
27 industry in the area, and my personal experience and observations over the past four (4) years in
28

1 observing the use of the canal at issue, I am aware that Tulare Lake Canal Company does not use
2 the canal for delivery in the winter months in the area of the pipeline project.

3 10. In fact, on January 26, 2022, the day the trenching for the pipe and sleeve under the
4 subsurface of the canal was set to commence, I personally observed that there was no water being
5 run in this portion of the canal, and the canal contained approximately only one foot of residual
6 water at the location where the trench was to be dug. I went back to the canal on January 28, 2022
7 to confirm this, and took the photograph attached hereto as **Exhibit "A"**, which shows one of our
8 employee standing in the canal with a measuring tape which records only about 11.5 inches of water
9 at the center of the canal. In my experience with irrigation and use of this specific canal for water
10 delivery, this level is consistent with only residual water and not indicative of an active use of the
11 canal for delivery.

12 11. In an attempt at being courteous, I am aware that Sandridge Partners, through several
13 of its consultants, and directly, communicated with Tulare Lake Canal Company in an effort to let
14 it know of our plans to lay the pipeline and sleeve and also to make clear that we would perform the
15 work across the canal during these winter months to avoid any disruption to its use of the canal for
16 water delivery. In fact, as recently as January 17, 2022, it was communicated that our trench work
17 would commence shortly in order to avoid any interference with Tulare Lake Canal Company's
18 movement of water.

19 12. Despite the fact that Cross-Complainants hold title to all portions of the land at issue,
20 including the canal and its embankments, on January 26, 2022, Cross-Defendants, without our
21 permission, came onto the subject properties and parked several pieces of large construction
22 machinery (including but not limited to a trucks, trailers, excavators, motor graders and bulldozers)
23 on the embankments of the canal, within the staked parameters of where the trenching was to take
24 place for the Project. I was at the construction site on January 26, 2022 and personally observed
25 Cross-Defendants' obstruction of the Project. The machines and other equipment were parked along
26 the two embankments along the canal essentially forming a wall to block the trench of the Project.
27 Attached as **Exhibit "B"** hereto is a true and correct copy of a photo I took on January 26, 2022 of
28 the equipment placed on Cross-Complainants' Property by Cross-Defendants.

1 13. I personally observed that most, but not all of the equipment on the property have
2 Wood Bros.' logo affixed to the equipment.

3 14. As of the date of the filing of the Cross-Complaint, Cross-Defendants' equipment
4 unlawfully remained on Cross-Complainants' properties, preventing the completion of the project.
5 However, as of the date of the filing of the present Ex Parte Application, we have been informed
6 and believe that Wood Bros. has removed its equipment, or is in the process of removing its
7 equipment which was blocking the contemplated project. However, additional equipment belonging
8 to the remaining Cross-Defendants or their agents unlawfully remains on Cross-Complainants'
9 properties, preventing the completion of their project. Thus, the injunctive relief requested in the
10 present Ex Parte Application is necessary to prevent Cross-Defendants from the ongoing and
11 continuing trespass at issue.

12 15. Given Cross-Defendants' intentional ongoing blocking of the canal where the
13 construction was to take place, we remain unable to continue with the contemplated Project, which
14 means that Cross-Complainants' ability to access and use their land is being thwarted, and their
15 plans, once the Project is complete, to move water to irrigate crops for other commercial purposes,
16 and to assist the City of Stratford in removing sewage, are being prevented.

17 16. Despite any permission it may have to access the canal at issue to move water, Tulare
18 Lake Canal Company has exceeded the scope of any such permission by intentionally entering the
19 subject properties belonging to Cross-Complainants, without permission, and unlawfully placing,
20 or causing to be placed, large equipment and/or machinery on the property for the exclusive purpose
21 of preventing the Project from being completed. If delayed more than a couple of months, this will
22 cause Cross-Complainants to be unable to irrigate crops and thus cause irreparable injury to the
23 cultivated farmland. Such losses would take years to recover from.

24 17. Given Cross-Defendants' refusal to remove the equipment at issue, it is likely that
25 they will continue to trespass on Cross-Complainants' property without Cross-Complainants'
26 consent unless they are restrained from doing so by a Court of law.


27 18. Cross-Complainants continue to be damaged in several ways, including but not
28 limited to the costs of their contractors for days they were mobilized, but unable to work as a result

1 of Cross-Defendants' blockade, the delay to the Project causing the inability to move water for its
2 beneficial use and commercial purposes, and the inability to assist the City of Stratford in its efforts
3 to remove sewage. Damages are ongoing and increase every day that the trespassing equipment
4 remains in place and the Project is prevented from being completed.

5 19. Additional harm resulting from Cross-Defendant's offending conduct cannot be
6 measured or it would be extremely difficult to ascertain the amount of compensation required to
7 afford full and adequate relief. It is difficult, if not impossible to quantify the damages currently
8 being caused by Cross-Defendants' wrongful conduct and such conduct is depriving Cross-
9 Complainants of its use and enjoyment of property, as well as hindering their ability to assist the
10 City of Stratford in its efforts to remove sewage.

11 20. Cross-Defendant Tulare Lake Canal Company has ignored our requests that they
12 remove the equipment and the Sherriff's office has even been involved to no avail.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct and that this Declarations was executed on this 1st day of February, 2022, at
15 Stratford, California.

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18 _____
19 Craig Andrew
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**INDEX OF EXHIBITS TO
DECLARATION OF CRAIG ANDREW IN SUPPORT OF CROSS-COMPLAINANTS'
EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE RE
PRELIMINARY INJUNCTION AND TEMPORARY RESTRAINING ORDER**

Exhibit	Description	Page
A	Photo of measurement of water in ditch	8
B	Photo of equipment placed on Cross-Complainants' Property by Cross-Defendants	12

Exhibit “A”

54.14 05644543.000







Exhibit “B”

