



WHITNEY
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May 11, 2022

VIA ELECTRONIC MAIL ONLY

Jeof Wyrick
J.G. Boswell Company
101 West Walnut Street
Pasadena, CA 91103
jwyrick@jgboswell.com

Re: *Violation of the Agreement for Enlargement and Use of Wilbur Ditch and South Wilbur Levee dated March 20, 1981*

Dear Mr. Wyrick:

As you may know, I represent Sandridge Partners, successor-in-interest to Southlake Farms, a party to the above referenced agreement. It has come to my client's attention that, in violation of the above-referenced agreement, J.G. Boswell is storing water on its property at a level of 202 feet. Such level violates Section 2 of the referenced and attached agreement, which in paragraph 2 limits the elevation of water against the levee to no more than 200 feet. At present, the increased elevation and consequent depth of the stored water is creating not only a violation of the subject agreement but an increased risk of the levee's failure and excessive seepage onto Sandridge's neighboring lands, which could cause irreparable harm to property and further poses a threat to the safety of those living or working in the area.

The purpose of this letter is to demand that J.G. Boswell cease and desist from storing water at such level, immediately implement a plan to reduce the water level to no more than the contractual level, and develop a plan to assure that future encroachments do not occur. In this regard, Sandridge requests that Boswell, at its own expense, install weir gates or spillways along the portion of the levee that would allow excess water to safely spill into the Angiola ditch, thereby avoiding future violations of this agreement.

Please advise within two (2) business days whether J.G. Boswell will comply with this request.

Very truly yours,

A handwritten signature in blue ink that reads 'Marshall C. Whitney'. The signature is fluid and cursive, with a long, sweeping tail that extends downwards and to the right.

Marshall C. Whitney