



**County of Ventura**  
**WELL PERMIT APPLICATION**  
 800 South Victoria Avenue, Ventura CA 93009

Page 1 of 2 Pages

Permit No. 5160

NAME OF WELL OWNER <b>RICHARD DAILY</b>		OWNER MAILING ADDRESS (STREET, CITY, ZIP) <b>CARMILLO, CA 93010</b>	
OWNER TELEPHONE NUMBER <b>(805) 484-1511</b>		NAME OF WELL DRILLER <b>BARBOUR WELL SURVEYING CORP.</b>	
		LICENSE NUMBER <b>627325</b>	
I hereby agree to comply with all regulations pertaining to well construction, repair, modification and destruction. Within 30 days of completion of work, I will furnish the Ventura County Public Works Agency, Water Resources and Engineering Department, Water Resources Division with a complete and accurate log of the well. Any modification of this permit requires approval by the Director. Call (805) 654-2907 or 654-2904. When signed by the Director of Public Works, this application is a permit.			
Applicant's Signature <i>[Signature]</i>		Date <b>2/5/02</b>	
<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Driller <input type="checkbox"/> Consultant (List Firm and Phone Number)		(805) <b>482-4988</b> FAX: (805) <b>987-6538</b>	
Estimated Dates of Work: Start _____		Completion _____	
<b>TYPE OF WORK (Check)</b> Water Supply Well <input checked="" type="checkbox"/> Repair or Modification <input type="checkbox"/> Destruction <input type="checkbox"/> Monitoring (No. _____) <input type="checkbox"/> Borehole (No. _____) <input type="checkbox"/>	<b>USE (Check)</b> Public <input type="checkbox"/> Domestic <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> LUFT Invest/Clean-up <input type="checkbox"/> Site Assess/Leak Detect <input type="checkbox"/> Other <input type="checkbox"/>	<b>EQUIPMENT (Check)</b> Air Rotary <input type="checkbox"/> Mud Rotary <input checked="" type="checkbox"/> Hollow Stem <input type="checkbox"/> Cable Tool <input type="checkbox"/> Other <input type="checkbox"/>	<b>WELL DEPTH</b> <b>900</b> FEET <b>DIAMETER</b> <b>26</b> INCHES <b>WELL BORE</b>
<b>PROPOSED SEALING ZONE(s)</b> From <u>0</u> to <u>100</u> Ft with <u>Concrete or</u> From _____ to _____ Ft with <u>cement grout</u> From _____ to _____ Ft with _____		<b>SEALING MATERIAL (Check)</b> Neat Cement <input type="checkbox"/> Bentonite Chips <input type="checkbox"/> Cement Grout <input type="checkbox"/> Concrete <input checked="" type="checkbox"/> (10 Sack/Yd <sup>3</sup> Mix) (6 Sack/Yd <sup>3</sup> Mix)	<b>PERFORATIONS OR SCREEN</b> From <u>700</u> to <u>900</u> Ft From _____ to _____ Ft From _____ to _____ Ft
Permit Start Date <u>6-6-02</u> \$ <u>610.00</u> Fee Paid On <u>6-06-02</u>		Receipt No. <u>5151</u>	
Expiration Date <u>12-6-02</u>		Date Sealed <u>6/18/02</u> Inspector's Signature <i>[Signature]</i>	
Disposition of Application: <input checked="" type="checkbox"/> Approved with conditions below <input type="checkbox"/> Denied			
Agency: <input checked="" type="checkbox"/> GMA <input checked="" type="checkbox"/> UWCD <input type="checkbox"/> City _____ <input type="checkbox"/> Other _____			
Permit conditioned and checked by <u>Glen Luscombe</u> Date <u>6/6/02</u>			
<b>CONDITIONS FOR NEW WELL:</b>			
1. All work <u>must</u> be performed by a well contractor licensed by the State of California, and registered with Ventura County. 2. Diameter of well borehole shall be at least 4 in. larger than outside diameter of casing, to the base of sealing. 3. During drilling and development the Contractor shall retain all drilling fluids and groundwater discharges within the drilling site. No fluids shall drain offsite to flood control channels, creeks, rivers, sewers or any watercourses. 4. Concrete or Cement Grout annular sealing material shall be applied by means of a grout pipe placed within 2 ft. of the base of the sealing zone from a depth of 100 feet to ground surface. 5. Public Works Inspector shall be present during placement of all sealing material. (NOTE: 24-hour advance notice is required: call (805) 654-2904 or 654-2024). 6. A water quality sample shall be collected by the drilling contractor near the end of the well development phase, after the maximum production rate and the desired water clarity has been achieved. <b>Identify the sample by well permit number</b> and submit the sample to a State DOHS-approved laboratory for either <u>General Mineral</u> or <u>Irrigation Suitability</u> analysis. 7. A <b>well log</b> on an <u>original</u> California Department of Water Resources (DWR) Well Completion Report form shall be submitted to this Department within <b>30 days</b> after well sealing. A copy of the laboratory <b>water quality report</b> shall be submitted to this Department within <b>60 days</b> after well sealing. <b>Mail to:</b> County of Ventura - Public Works Agency, Water Resources and Engineering Department, 800 South Victoria Avenue Ventura, CA. 93009-1600			
<b>GMA CONDITIONS:</b>			
1. <b>Ordinance 1.3</b> requires all operators of groundwater extraction facilities (wells) located within the Fox Canyon Groundwater Management Agency (GMA), to register their wells, report extractions and pay extraction charges. For more information on the GMA, please call (805) 654-2327 or (805) 645-1372. 2. Ordinance 3.1 requires meters on all extraction facilities, except those supplying a single family dwelling on one acre or less with no income producing operations. 3. Ordinance 5.8 requires operators to reduce extractions or pay surcharges on extractions that exceed the allocation assigned to the extraction facility.			
Public Works Director		<u>La Vern Hoffman</u>	
		Date <u>6/2/02</u>	

Permit 5160

01N21W03H02S



County of Ventura  
**WELL PERMIT APPLICATION**  
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Page 2 of 2 Pages

Permit No. 5160**LOCATION**

INDICATE BELOW THE EXACT LOCATION OF WELL WITH RESPECT TO THE FOLLOWING ITEMS: PROPERTY LINES, WATER BODIES OR WATER COURSES, DRAINAGE PATTERN, ROADS, EXISTING WELLS, SEWERS AND PRIVATE SEWAGE DISPOSAL SYSTEMS. INCLUDE DIMENSIONS. LIST ASSESSOR'S PARCEL NUMBER AND THOMAS BROS. GUIDE NUMBER.

See Permit #5091  
 For First Well Site  
 Drilled 1N/21W-3H01  
 4/2/02.

PROPOSED WELL SITE  
 N 34° 12.090 m  
 W 119° 03.821 m

APPROXIMATELY 2500 FT. EAST OF  
 LAS POSAS RD. AND  
 2000 FT. SOUTH PLEASANT VALLEY  
 ROAD.

Assessor's Parcel Number 230-0-061-090 Thomas Bros. Guide 524-C5

FOR OFFICE USE

01N21W03H STATE WELL NUMBER 6344 QUAD NUMBER 5160 PERMIT NUMBER

PWA-88-0000038 (Rev. 12/00)

## WATER WELL SEALING RECORD

 RT DATE 6, 2, 02  
 EXPIRATION DATE 12, 2, 02

 GPS 34° 12' 04.8"  
119° 03' 44.1"
PERMIT # 5160
☒ NEW WELL    ☐ DESTRUCTION    ☐ OTHER \_\_\_\_\_
TYPE OF MATERIAL USED Neat cement

WELL #	DELIVERED TO SITE Cu Yd.	LEFT OVER Cu Yd.	USED FOR SEALING Cu Yd.	BOREHOLE Diameter (NEW WELLS)	WELL CASING Diameter	DEPTH OF SEAL	
						FROM	TO
<input type="checkbox"/> MIX ON SITE	<u>50</u>			<u>26"</u>	<u>16"</u>	<u>585'</u>	<u>0'</u>
<input type="checkbox"/> MIX ON SITE	<u>(5yds per</u>						
<input type="checkbox"/> MIX ON SITE	<u>truck)</u>						

 METHOD OF SEAL PLACEMENT: ☒ GROUT PIPE    ☐ DROP    ☐ OTHER \_\_\_\_\_  
 NUMBER OF GROUT PIPE SECTIONS 19    LENGTH OF EACH SECTION 31' FEET

## (DESTRUCTION ONLY)

CONFIRMATION THAT THE CASING WAS RIPPED OR PERFORATED AS REQUIRED BY THE PERMIT.

## REMARKS:

(01N2HW03H01)  
 • Other well drilled adjacent to this one (permit 5109) suffered casing failure @ approx 334' according to camera survey.  
 • Inspector on site to witness 4th truck pump cement - delays in delivery meant seal slower than expected.

DESCRIBE ANY VARIANCE IN THE SEALING METHOD OR MATERIAL FROM PERMIT CONDITIONS, OF ANY OTHER FACTOR WHICH, IN YOUR ESTIMATION, MIGHT HAVE CAUSED THE SEALING OPERATION TO BE LESS THAN SATISFACTORY \_\_\_\_\_

## IN MY OPINION, THE WELL SEALING WAS:

☒ SATISFACTORY  
☐ UNSATISFACTORY FOR REASONS DESCRIBED ABOVE

## INSPECTION SERVICES

 START 1310 6/18/02  
 COMPLETED 1610 6/18/02

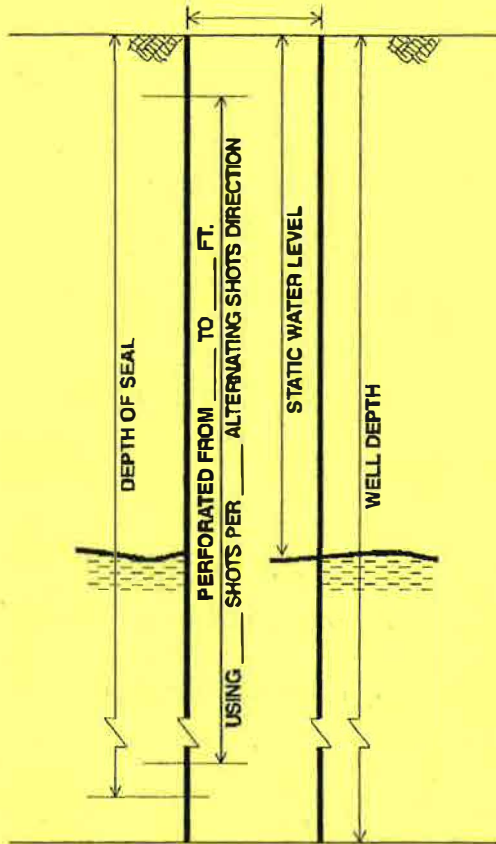
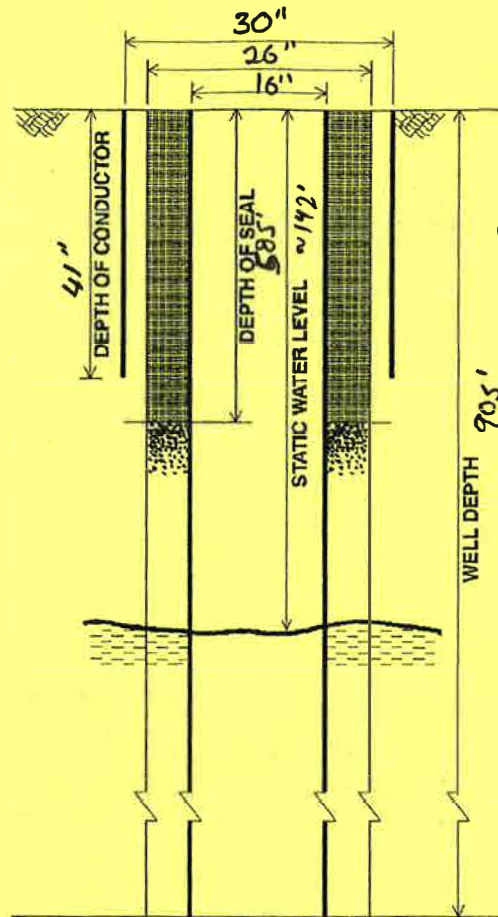
## OPTION:

☒ ATTACHED PHOTO OF SITE AND IMMEDIATE VICINITY  
☒ ATTACHED CEMENT TRUCK REPORT  
☐ OTHER \_\_\_\_\_
DATE SEALED: 6, 18, 02
  
 INSPECTOR

6/18/02  
 DATE



## INSPECTION NOTES

PERMIT # 5160☐ DESTRUCTION☒ NEW WELL

QUANTITIES OF	WATER	CEMENT	BENTONITE	SAND	GRAVEL	CLAY
<input type="checkbox"/> NEAT CEMENT (CEMENT SLURRY): CEMENT + WATER				-----	-----	-----
<input type="checkbox"/> CEMENT GROUT: CEMENT + WATER + SAND					-----	-----
<input type="checkbox"/> CONCRETE: CEMENT + WATER + SAND + GRAVEL						-----
<input type="checkbox"/> <u>CLAY PELLETS</u> : SOMETIMES USED AS A SEAL BETWEEN GRAVEL SURROUNDING PERFORATIONS AND CONCRETE SEAL IN SHALLOW (MONITORING) WELLS						

REVISED 0/92, SEALING2.GDR/WMF/PW4



Date:

RN Daily Appeal Evidence Set 1 Doc. 1 - 2002-06-02 H02S Well Permit-VC

Ticket No.

Sold To:

BARBOUR WELL SURVEYING  
934 W. VANDLER STREET  
CARMARTILLO, CA 93000

Deliver To:

PLEASANT VALLEY X  
E/O LAS POSAS  
CARMARTILLO  
524 B-5

Plant:

548 Diaz Ave  
Oxnard, CA 93030

Transit Mix

Phone: 805-385-3050

Fax: 805-385-3051

Mailing Address:

P.O. Box 1268  
Oxnard, CA 93032

*2nd to last load pumped into well.*

DUE ON JOB 06/18/02 10:00	LOAD # 9	MIX 304
TIME LOADED 13:47:04	LOAD SIZE 5	DESCRIPTION 20 SK. NEAT CEMENT
USE	ORDERED 50	DRIVER/TRUCK DAVID

LEAVE PLANT 14:00	LEAVE JOB
ARRIVE JOB	RETURN PLANT
START UNLOADING	TOTAL TRIP TIME
FINISH UNLOADING	TIME ALLOWED
UNLOAD TIME	DELAY TIME

SLUMP 8	DELIVERED 12.00
WATER TRIM 0.00	CHARGE X

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
399 20 SK. NEAT CEMENT	5.00	8.00	40.00

**PROPERTY DAMAGE RELEASE**  
(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE) Dear Customer: the driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in a location where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting you sign this RELEASE relieving him and this supplier from responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not affect the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

Signature:

**WARNING****IRRITATING TO THE SKIN AND EYES**

Contains Portland Cement, Water, Rubber Boots and Gloves. Prolonged contact may cause burns. AVOID CONTACT WITH EYES. Flush thoroughly with water if irritation persists. GET MEDICAL ATTENTION.

KEEP CHILDREN AWAY

CONCRETE IS A PERISHABLE COMMODITY and BECOMES the PROPERTY of the PURCHASER UPON LEAVING the PLANT. ANY CHANGES or CANCELLATION of ORIGINAL INSTRUCTION MUST be TELEPHONED to the OFFICE BEFORE LOADING STARTS.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed. All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not responsible for Reactive Aggregate or Color quality. No Claim Allowed Unless made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all returned Checks. Excess Delay Time charged at \$1.25 per minute

DRUM REVOLUTIONS	SLUMP <input type="checkbox"/> SLUMP <input type="checkbox"/> SLUMP <input type="checkbox"/> CYL <input type="checkbox"/> CYL <input type="checkbox"/> CYL <input type="checkbox"/>	EXCESSIVE WATER IS DETRIMENTAL TO CONCRETE PERFORMANCE H <sub>2</sub> O ADDED BY REQUEST/AUTHORIZED BY
LOAD START END	BEGIN MIDDLE END	
SLUMP METER		GAL X

**STANDING TIME:** Customer is allowed 4 minutes per cu. yd. unloading time from arrival at job to finish unloading. Excess time will be charged at the prevailing rate per hour or any part thereof.

**REASON FOR DELAY TIME:**

<input type="checkbox"/> PUMP BROKE DOWN	<input type="checkbox"/> JOB NOT READY	<input type="checkbox"/> ADDING WATER
<input type="checkbox"/> TRUCK BROKE DOWN	<input type="checkbox"/> SLOW PLACING	<input type="checkbox"/> ARRIVED EARLY

OTHER EXPLAIN:

SALES TAX	8.00
SUBTOTAL	8.00
DELAY CHARGE	
TOTAL	

**TEAM TRANSIT MIX WEIGHTMASTER**

**WEIGHTMASTER CERTIFICATE:** THIS IS TO CERTIFY that the following commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

**NOTICE:** MY SIGNATURE BELOW INDICATES THAT I HAVE READ THE HEALTH WARNING NOTICE AND MATERIAL SAFETY DATA SHEET ON BACK. SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY DAMAGE.

LOAD RECEIVED BY:

R. Marshall

DATE

6-18-10

WHITE/OFFICE

YELLOW/CUSTOMER

GREEN/INSPECTOR

PINK/BILLING

GOLD/FILE

Date: 06/18/02

RN Daily Appeal Evidence Set 1 Dec. 1 2002-06-02 H02S Well Permit-VC

Ticket No. 19735

Sold To:

Deliver To:

BRIDGEMAN WELL SURVEYING  
234 W. VERDUGA STREET  
CARMARTILLO, CA 93008

PLEASANT VALLEY X  
E/O LAS POSAS  
CARMARTILLO  
524 B-5



Transit Mix

Phone: 805-385-3050

Fax: 805-385-3051

Mailing Address:

P.O. Box 1268

Oxnard, CA 93032

Plant:

548 Diaz Ave  
Oxnard, CA 93030

PLANT # 7294

*last load pumped  
into well*

DUE ON JOB 06/18/02 10:00	LOAD # 9	MIX 399
TIME LOADED 13:55:21	LOAD SIZE 5	DESCRIPTION 20 SK. NEAT CEMENT
USE	ORDERED 50	DRIVER/TRUCK A
SLUMP 8	DELIVERED 45.00	
WATER TRIM	EXC.O.D.	CHARGE X

LEAVE PLANT 1406	LEAVE JOB
ARRIVE JOB 1421	RETURN PLANT
START UNLOADING	TOTAL TRIP TIME
FINISH UNLOADING 1425	TIME ALLOWED
UNLOAD TIME	DELAY TIME

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
399 20 SK. NEAT CEMENT	5.00	0.00	0.00

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(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE) Dear Customer: the driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in his load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting you sign this RELEASE relieving him and this supplier from responsibility from any damage that may occur to the premises and/or adjacent property buildings, sidewalks, driveways, curbs, etc. by the delivery of the material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier from any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

Signature:

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LOAD START END	BEGIN MIDDLE END		
SLUMP METER			

STANDING TIME: Customer is allowed 4 minutes per cu. yd. unloading time from arrival at job to finish unloading. Excess time will be charged at the prevailing rate per hour or any part thereof.

REASON FOR DELAY TIME: ☐ PUMP BROKE DOWN ☐ JOB NOT READY ☐ ADDING WATER  
☐ TRUCK BROKE DOWN ☐ SLOW PLACING ☐ ARRIVED EARLY

OTHER EXPLAIN:

**TEAM TRANSIT MIX WEIGHTMASTER**

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**NOTICE: MY SIGNATURE BELOW INDICATES THAT I HAVE READ THE HEALTH WARNING NOTICE AND MATERIAL SAFETY DATA SHEET ON BACK. SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY DAMAGE.**

LOAD RECEIVED BY: *R. M. [Signature]*

DATE: 6-18-02

WHITE/OFFICE

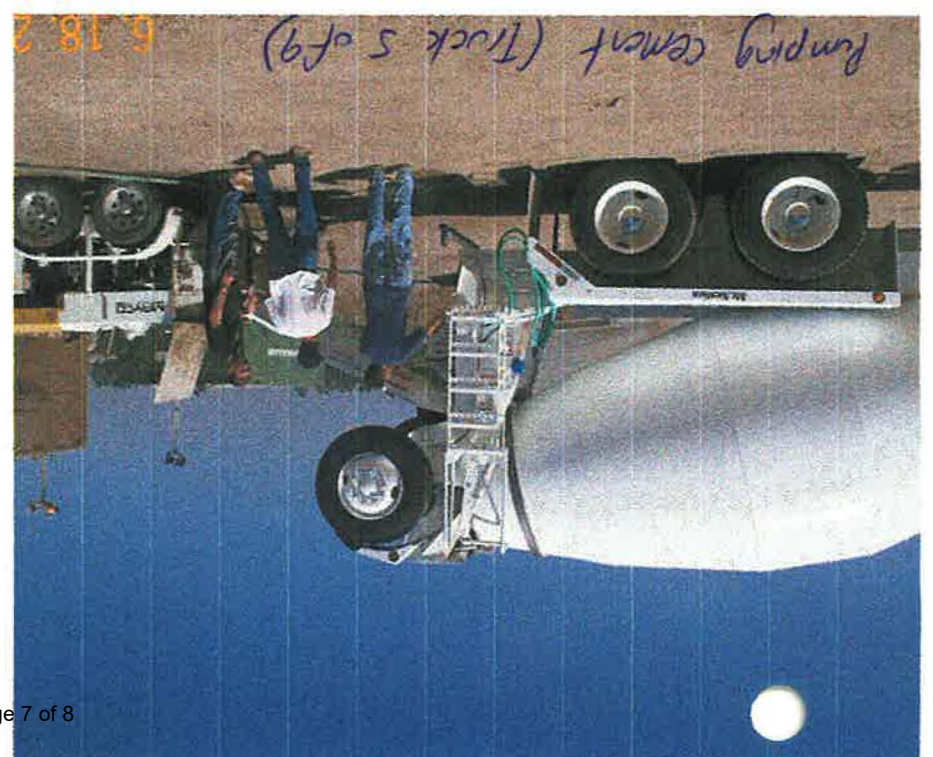
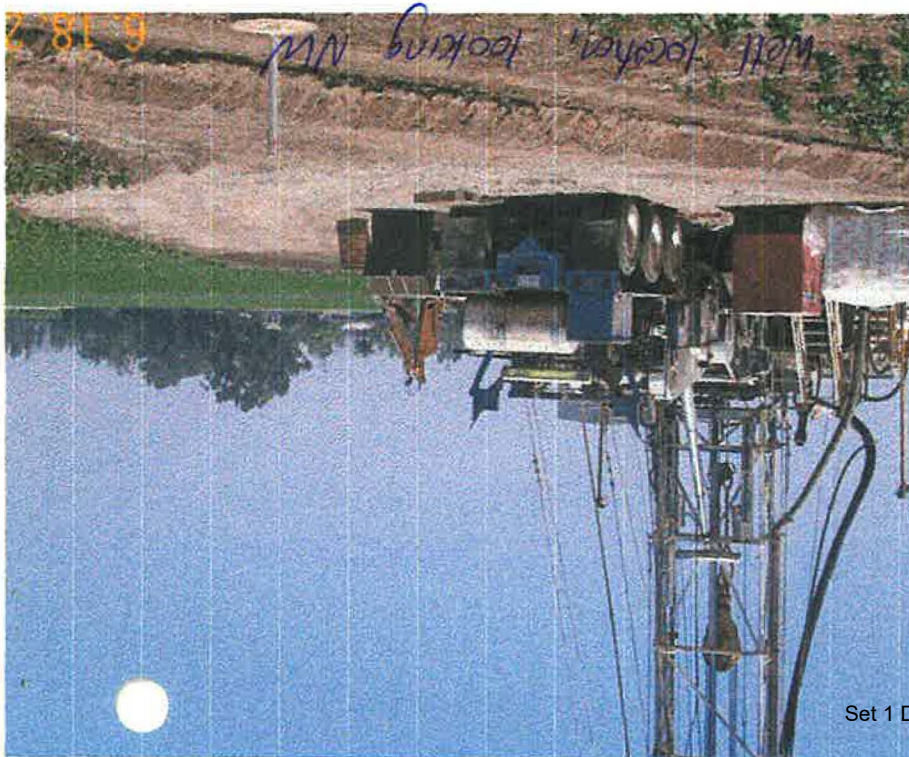
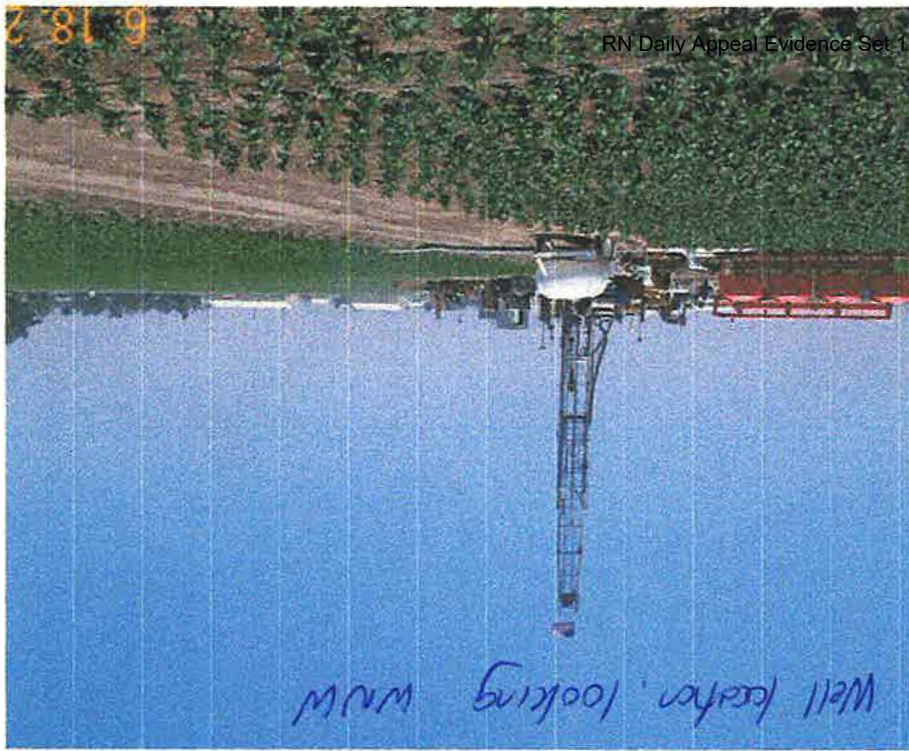
YELLOW/CUSTOMER

GREEN/INSPECTOR

PINK/BILLING

GOLD/FILE





Permit 5160 6/18/02 MSD

Pumping cement (Truck 5 of 9)



# WATER WELL SEALING RECORD

PERMIT # 5160

## PHOTOS OF SITE AND IMMEDIATE VICINITY

WELL # 01N21W03H02S

DATE 6/10/02

EXPLANATION: See explanation on photos

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WELL # \_\_\_\_\_

DATE   /  /  

EXPLANATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## RND CAMARILLO RANCH PARTNERSHIP

This Partnership Agreement ("Agreement") is entered into and effective as of August 25, 2011, by (a) Richard N. Daily, Trustee of the Enid Daily Trust FBO Richard N. Daily Dated January 24, 1970, and (b) Richard N. Daily, Trustee of the Richard N. Daily Separate Property Trust Dated May 25, 1995 ("Partners").

1. The Partners desire to form a general partnership ("Partnership") under the laws of the State of California for the purposes and on the terms and conditions stated in this Agreement.
2. Name. The Partnership's name is RND CAMARILLO RANCH PARTNERSHIP, and the Partnership's business shall be conducted under that name.
3. Place of Business. The Partnership's principal office and place of business shall be at 215 E. Daily Drive, Suite 23, Camarillo, in Ventura County, California. The principal place of business may be changed from time to time, and other offices may be established by the Partners, in accordance with the terms and conditions of this Agreement.
4. Term. The Partnership shall begin on the date of this Agreement and shall continue until it is terminated earlier as provided in this Agreement. On the expiration of its term, the Partnership shall be dissolved and its affairs shall be wound up.
5. Business of Partnership. The Partnership's business shall be to acquire, hold, manage and lease commercial real estate and any and all other businesses which the Partnership elects to pursue. The Partnership shall have the power to do all acts and things in furtherance of and incidental to this business.
6. Powers. The Partnership is empowered to do any and all things necessary, appropriate, or convenient for the furtherance and accomplishment of its purposes, and for the protection and

benefit of the Partnership and its properties, including but not limited to the following:

- (a) Entering into and performing contracts of any kind;
- (b) Acquiring, constructing, operating, maintaining, owning, transferring, renting, or leasing any property, real, personal, or mixed;
- (c) Borrowing money and issuing evidences of indebtedness, and securing any such indebtedness by mortgage, deed of trust, pledge, lien, or other security interest in or on any properties of the Partnership;
- (d) Applying for and obtaining governmental authorizations and approvals;
- (e) Bringing and defending actions at law or equity; and
- (f) Subject to the express provisions of this Agreement, purchasing the interest of any Partner.

7. Statutory Filings. The Partners, or any one of them, on the Partnership's behalf, shall sign and cause to be filed and published an appropriate fictitious business name statement under the California Fictitious Business Name Act within 40 days after the Partnership begins doing business, within 40 days after any subsequent change in its membership, and before the expiration of any previously filed statement. Each Partner appoints Richard N. Daily as his or her agent and attorney-in-fact to execute on his or her behalf any such fictitious business name statement.

8. Property. As tenants-in-common, the Partners own certain commercial real estate located in Camarillo, California (the "Property"). This partnership has been formed for the purpose of simplifying and facilitating the banking, accounting and tax reporting of the trusts' rental operations. Notwithstanding the formation of this Partnership, the property that is currently owned by the Partners as tenants-in-common shall continue to be owned in that capacity, and is not intended to, and shall not be inferred to, be transferred into the Partnership name.

9. Allocation of Profits and Losses. The Partnership's profits and losses shall be allocated among the Partners in the same proportions as their ownership of the Property.



10. Distributions. The Partnership may distribute to the Partners any cash in excess of amounts reasonably necessary to the conduct of the Partnership's business. Distributions shall be made to the Partners in the same proportions as their ownership of the Property.

11. Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

12. Accounting Method. The Partnership books shall be kept on the federal income tax basis.

13. Records and Reports. The Partnership shall keep proper and complete books of account of its business at its chief executive office. The Partnership shall provide to its Partners and their agents and attorneys access to the books and records, and shall provide to former Partners and their agents and attorneys access to books and records pertaining to the period during which they were Partners. This right of access includes the opportunity to inspect and copy books and records during ordinary business hours. The Partnership may impose reasonable charges covering the cost of labor and material for copies of documents furnished. The accounting records shall be maintained in accordance with generally accepted bookkeeping practices for this type of business.

14. Management and Control. The Partnership shall have one Manager who shall be Richard N. Daily. Richard N. Daily has absolute and full authority to take any and all actions that Richard N. Daily deems necessary and appropriate to fulfill the purposes of the Partnership and this Agreement. Any document to be executed or action to be taken by the Partnership shall be deemed approved, ratified and affirmed by the Partnership provided that it is executed or done by Richard N. Daily and third parties shall be entitled to rely upon such actions of Richard N. Daily. If Richard N. Daily wishes to do so, Richard N. Daily may execute a power of attorney authorizing another individual to act on his and the Partnership's behalf, which agent shall thereafter be empowered to the same extent as Richard N. Daily so long as such power of attorney is not terminated.

15. Banking. All Partnership funds shall be deposited in the Partnership's name and shall be subject to withdrawal only on the signature of either Richard N. Daily or an agent, if any, appointed by Richard N. Daily in either (a) an executed and

acknowledged power of attorney, or (b) a bank prepared form of power of attorney or designation of agent.

16. Termination. This Partnership may be terminated at any time by any Partner upon giving notice to the Partnership and the other Partners. In the event of termination, the business of the Partnership shall be wound up, final tax returns filed, and the bank accounts closed by distributing to the Partners the balance of funds after payment of all outstanding bills. In as much as the Property is not owned by the Partnership, being owned directly by the Partners as tenants-in-common, no distribution of the Property is required after termination of this Partnership, after which the Partners shall operate, account and report taxes in their capacities as tenants-in-common.

17. Miscellaneous.

(a) Notices. Wherever in this Agreement a notice is required to be given, such notice shall be in writing, addressed to the person entitled to such notice, and shall be sent by a nationally recognized overnight courier service which maintains a permanent delivery record (i.e. Federal Express) or by registered or certified mail, postage prepaid, to the address of such person as set forth in this Agreement, or such address or addresses designated in writing from time to time. The notice shall be deemed delivered (i) on the delivery date as shown in the regular business records of the nationally recognized overnight courier service or (ii) on the third (3rd) business day after such notice has been deposited in the United States Post Office, as the case may be.

(b) Headings. The titles and headings of the various sections and paragraphs of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place an interpretation upon any of the provisions of this Agreement.

(c) Time of Essence. All times and dates in this Agreement shall be of the essence.

(d) Entire Agreement. This Agreement contains all of the representations and the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement. Correspondence, memoranda or agreements, whether written or oral, originating before the date of this Agreement with respect to the subject matter of this Agreement are replaced in total by this Agreement unless otherwise specifically stated.

(e) Amendment. This Agreement may be amended only by a writing signed by all of the parties to this Agreement.

(f) Attorney's Fees. In any dispute between the parties hereto with respect to this Agreement, or any breach or claimed breach of this Agreement, whether or not resulting in litigation, the prevailing party in such action or proceeding shall be entitled to recover from the other party all reasonable costs including, but not limited to, reasonable attorney's fees and costs, and expert witness fees and costs.

(g) Severability. If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall be given effect separately and shall not be affected.

(h) Gender and Number. As used in this Agreement, the masculine, feminine, or neuter genders, and the singular or plural number, shall each include the others whenever the context so indicates.

(i) Counterpart Copies. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart, duplicate or telephonic facsimile copy shall be equivalent to a signed original for all purposes.

(j) Cross-References. All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement, and shall not be deemed to be references to any other agreements or documents.

(k) Interpretation. The parties acknowledge and agree that this Agreement is the product of draftsmanship by all sides and therefore agree that, in the event of any dispute arising concerning the interpretation of this Agreement or the terms thereof, that any ambiguities which may be found herein shall be interpreted according to the fair and reasonable meaning of the language used considering the stated intentions of the parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

(l) Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

(m) Remedies Cumulative. The remedies of each party contained in this Agreement are cumulative and shall not exclude or diminish any other remedies to which such party may be lawfully entitled.



(n) Assignment. This Agreement is personal to each of the parties hereto and neither party may assign his rights or delegate his duties hereunder without first obtaining the written consent of the other party.

(o) Successors and Assigns. Subject to any limitations on assignment of this Agreement, above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

(p) Arbitration Of Disputes. ANY DISPUTE ARISING UNDER THE TERMS OF THIS AGREEMENT, AND ANY PROCEEDINGS TO ENFORCE THIS AGREEMENT OR RIGHTS UNDER THIS AGREEMENT, SHALL BE SUBMITTED TO ARBITRATION IN THE COUNTY OF VENTURA, CALIFORNIA, IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR(S) SHALL HAVE THE RIGHT TO DETERMINE THE SCOPE OF THEIR JURISDICTION AND GRANT EQUITABLE RELIEF. THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEYS' FEES AND OTHER REASONABLE COSTS INCURRED IN CONNECTION WITH THE ARBITRATION OR ANY OTHER LITIGATION. THIS PARAGRAPH MUST BE INITIALED BELOW FOR THIS AGREEMENT TO BE BINDING.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED THEIR SIGNATURES BELOW ON THE DATES INDICATED BELOW THEIR SIGNATURES:

Enid Daily Trust FBO  
Richard N. Daily Dated January 24, 1970

By: Richard N. Daily  
Richard N. Daily, Trustee

215 E. Daily Drive, Suite 23  
Camarillo, California 93010

Richard N. Daily Separate  
Property Trust Dated May 25, 1995

By: Richard N. Daily  
Richard N. Daily, Trustee

215 E. Daily Drive, Suite 23  
Camarillo, California 93010

**MARK A. LUNN**

Ventura County Clerk and Recorder

800 South Victoria Avenue Ventura, CA 93009-1260

(805) 654-2263 Website: recorder.countyofventura.org

**FICTITIOUS BUSINESS NAME STATEMENT**

Return Mailing Address

Registrar-Recorder/County Clerk's Filing Stamp

Name: Michael John Klein, Esq.

Address: 5743 Corsa Avenue #216

City: Westlake Village State: CA Zip Code: 91362

See reverse side for instructions

1. Submit original FBN with original signature(s)
2. Filing fee \$53.00 for the first business and owner name plus an additional \$10.00 for each additional business name and/or owner name on the same statement.
3. Mail a check or money order to the address above. Provide a self addressed stamped envelope.

-1A

State of incorporation:

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (attach additional page(s) if required)

1. Fictitious Business Name(s) (Type or Print Legibly):

(1) RND Camarillo Ranch Partnership(2) RND VanNuys Industrial Partnership

2. 215 E. Daily Drive Camarillo CA 93010 Ventura  
 Street Address of Principal Place of Business (P.O. Box or PMB are not acceptable) City State Zip Code COUNTY

3. Richard N. Daily, Trustee, Enid Daily Trust FBO Richard N. Daily Dated 1/24/1970Full name of 1<sup>st</sup> Registrant (Individual/ Corporation/Limited Liability Company)

215 E. Daily Drive #23 Camarillo CA 93010  
 Residence Address of 1<sup>st</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

3. Richard N. Daily, Trustee, Richard N. Daily Separate Property Trust Dated 5/25/1995Full name of 2<sup>nd</sup> Registrant (Individual/ Corporation/Limited Liability Company)

215 E. Daily Drive #23 Camarillo CA 93010  
 Residence Address of 2<sup>nd</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

3. Full name of 3<sup>rd</sup> Registrant (Individual/ Corporation/Limited Liability Company)

Residence Address of 3<sup>rd</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

4. THIS BUSINESS IS CONDUCTED BY: (Check one only)

- ☐ An individual ☒ A General Partnership ☐ A Limited Partnership ☐ A Limited Liability Company ☐ A trust  
☐ An unincorporated association other than a partnership ☐ A corporation ☐ Copartners ☐ Husband and Wife  
☐ Joint Venture ☐ State or Local registered domestic partners ☐ A limited liability partnership

5. Insert N/A if you have not yet begun to transact business.

The registrant commenced to transact business under the fictitious business name or names listed above on N/A  
 (Enter date or N/A)

I declare that all information in this statement is true and correct.

(A registrant who declares so this information which he or she knows to be false is guilty of a crime.)

Richard N. Daily, Trustee, Richard N. Daily

REGISTRANT(S)/CORP/LLC NAME Separate Property Trust Dated 5/25/1995TITLE General Partner

Print Name of Registrant

Print title if Corporation/LLC/LLP/LLP

REGISTRANT SIGNATURE Richard N. Daily

If corporation, also print corporate title of officer, If LLC, also print title of officer or manager

NOTICE: in accordance with subdivision (a) of Section 17920, a fictitious name statement generally expires at the end of five years from the date on which it was filed in the office of the county clerk, except as provided in subdivision of section 17920, where it expires 40 days after any change in the facts set forth in the statement pursuant to section 17913 other than a change in residence address or registered owner. A new fictitious business name statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under Federal, State, or Common Law (see section 14411 ET SEQ. Business and Professions Code).

This statement was filed with the County Clerk of Ventura on the date indicated by the file stamp above.

Rich + Adele -

This time, it turns out that the bank was correct. They found a typo on the last fictitious name statement. This statement will correct the typo. I'm sorry that I did not catch this myself. Rich - please sign where indicated and return this to me. Thanks, Adele

Recorder  
CA 93009-1260  
countyofventura.org

STATEMENT

Register-Recorder County Clerk's Filing Stamp

1. Submit original FBN with original signature(s)
2. Filing fee \$63.00 for the first business and owner name plus an additional \$10.00 for each additional business name and/or owner name on the same statement.
3. Mail a check or money order to the address above. Provide a self-addressed stamped envelope.

- 1A

State of Incorporation

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (attach additional page(s) if required)

1<sup>st</sup> Fictitious Business Name(s) (Type or Print Legibly)

(1) RND Camarillo Ranch Partnership

(2)

2<sup>nd</sup> 215 E. Daily Drive Camarillo CA 93010 Ventura  
Street Address of Principal Place of Business (P.O. Box or PMB are not acceptable) City State Zip Code COUNTY

3<sup>rd</sup> Richard N. Daily, Trustee, Enid Daily Trust FBO Richard N. Daily Dated 1/24/1970  
Full name of 1<sup>st</sup> Registrant (Individually Corporation/Limited Liability Company)

215 E. Daily Drive #23 Camarillo CA 93010  
Residence Address of 1<sup>st</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

3<sup>rd</sup> Richard N. Daily, Trustee, Richard N. Daily Separate Trust Dated 5/25/1995  
Full name of 2<sup>nd</sup> Registrant (Individually Corporation/Limited Liability Company)

215 E. Daily Drive #23 Camarillo CA 93010  
Residence Address of 2<sup>nd</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

3<sup>rd</sup> Full name of 3<sup>rd</sup> Registrant (Individually Corporation/Limited Liability Company)

Residence Address of 3<sup>rd</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

4<sup>th</sup> THIS BUSINESS IS CONDUCTED BY: (Check one only)

- ☐ ( ) An individual ☐ ( ) A General Partnership ☐ ( ) A Limited Partnership ☐ ( ) A Limited Liability Company ☐ ( ) A trust  
☐ ( ) An unincorporated association other than a partnership ☐ ( ) A corporation ☐ ( ) Copartners ☐ ( ) Husband and Wife  
☐ ( ) Joint Venture ☐ ( ) State or Local registered domestic partners ☐ ( ) A limited liability partnership

5<sup>th</sup> ☒ (X) The registrant commenced to transact business under the fictitious business name or names listed above on N/A  
Insert N/A if you have not yet begun to transact business. (Enter date or N/A)

I declare that all information in this statement is true and correct.  
(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)  
Richard N. Daily, Trustee, Richard N. Daily  
Separate Trust Dated 5/25/1995

REGISTRANT'S CORPORATE NAME Richard N. Daily TITLE General Partner  
PRINT OR TYPE NAME OF REGISTRANT

REGISTRANT SIGNATURE Richard N. Daily  
Incorporation, also print title of officer or manager

NOTICE-in accordance with subdivision (a) of Section 17920, a fictitious name statement generally expires at the end of five years from the date on which it was filed in the office of the county clerk, except, as provided in subdivision of section 17920, where it expires 40 days after any change in the facts set forth in the statement pursuant to section 17913 other than a change in residence address or registered owner. A new fictitious business name statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under Federal, State, or Common Law (see section 14411 ET SEQ., Business and Professions Code).

This statement was filed with the County Clerk of Ventura on the date indicated by the file stamp above.



**MARK A. LUNN**  
**Ventura County Clerk and Recorder**  
**800 South Victoria Avenue Ventura, CA 93009-1260**  
**(805) 654-2263 Website: recorder.countyofventura.org**

**FICTITIOUS BUSINESS NAME STATEMENT**

Return Mailing Address

Name: Michael John Klein, Esq.

Address: 5743 Corsa Avenue #216

City: Westlake Village State: CA Zip Code: 91362



20110825-10012425-0 1/1

Ventura County Clerk and Recorder  
 Mark A. Lunn  
 08/25/2011 11:49:41 AM  
 642982 \$75.00 100

See reverse side for instructions

1. Submit original FBN with original signature(s)
2. Filing fee \$53.00 for the first business and owner name plus an additional \$10.00 for each additional business name and/or owner name on the same statement.
3. Mail a check or money order to the address above. Provide a self-addressed stamped envelope.

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (attach additional page(s) if required)

1<sup>st</sup> Fictitious Business Name(s) (Type or Print Legibly)

(1) RND Camarillo Ranch Partnership

(2) \_\_\_\_\_

2<sup>nd</sup> 215 E. Daily Drive Camarillo CA 93010 Ventura  
 Street Address of Principal Place of Business (P.O. Box or PMB are not acceptable) City State Zip Code COUNTY

3<sup>rd</sup> Richard N. Daily, Trustee, Enid Daily Trust FBO Richard N. Daily Dated 1/27/1970  
 Full name of 1<sup>st</sup> Registrant (Individually) Corporation/Limited Liability Company

215 E. Daily Drive #23 Camarillo CA 93010  
 Residence Address of 1<sup>st</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

3<sup>rd</sup> Richard N. Daily, Trustee, Richard N. Daily Separate Trust Dated 5/25/1995  
 Full name of 2<sup>nd</sup> Registrant (Individually) Corporation/Limited Liability Company

215 E. Daily Drive #23 Camarillo CA 93010  
 Residence Address of 2<sup>nd</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

3<sup>rd</sup> Richard and Noel Daily, Trustees, Daily Family Trust Dated 5/25/1995  
 Full name of 3<sup>rd</sup> Registrant (Individually) Corporation/Limited Liability Company

215 E. Daily Drive #23 Camarillo CA 93010  
 Residence Address of 3<sup>rd</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

4<sup>th</sup> THIS BUSINESS IS CONDUCTED BY: (Check one only)

- |   |  |  |  |   |
|---|--|--|--|---|
| <input type="checkbox"/> An individual  | <input checked="" type="checkbox"/> A General Partnership            | <input type="checkbox"/> A Limited Partnership           | <input type="checkbox"/> A Limited Liability Company | <input type="checkbox"/> A trust          |
| <input type="checkbox"/> An unincorporated association other than a partnership | <input type="checkbox"/> A corporation                               | <input type="checkbox"/> Partners                        | <input type="checkbox"/> Copartners                  | <input type="checkbox"/> Husband and Wife |
| <input type="checkbox"/> Joint Venture  | <input type="checkbox"/> State or Local registered domestic partners | <input type="checkbox"/> A limited liability partnership |  |   |

5<sup>th</sup> ☒ The registrant commenced to transact business under the fictitious business name or names listed above on N/A  
 Insert N/A if you have not yet begun to transact business. (Enter date or N/A)

I declare that all information in this statement is true and correct  
 (A registrant who declares as true a statement which he or she knows to be false is guilty of a crime.)  
Richard N. Daily, Trustee, Richard N. Daily  
Separate Trust Dated 5/25/1995

REGISTRANTS CORP/LLC NAME \_\_\_\_\_ TITLE General Partner  
 Print Name of Corporation/LLC/PLP

REGISTRANT SIGNATURE Richard N. Daily  
 If corporation, also print corporate title of officer. If LLC, also print title of officer or manager

NOTICE-in accordance with subdivision (a) of Section 17920, a fictitious name statement generally expires at the end of five years from the date on which it was filed in the office of the county clerk, except, as provided in subdivision of section 17920, where it expires 40 days after any change in the facts set forth in the statement pursuant to section 17913 other than a change in residence address or registered owner. A new fictitious business name statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under Federal, State, or Common Law (see section 14411 ET SEQ., Business and Professions Code).

This statement was filed with the County Clerk of Ventura on the date indicated by the file stamp above.

**BUSINESS ACCOUNT AGREEMENT****GENERAL ACCOUNT INFORMATION**Account Holder(s) ("Client")/dba: RND CAMARILLO RANCH PARTNERSHIP, A CA GENERAL PARTNERSHIPType of Account: Business CheckingAccount Number: 041947179Mailing Address: 215 E DAILY DR STE 23 CAMARILLO, CA 93010Telephone: (8X805) 484-1511

E-Mail/Fax: \_\_\_\_\_

**MINIMUM NUMBER OF SIGNATURES REQUIRED FOR AUTHORIZED WITHDRAWAL: 1**Signature Message Code: NONE**Taxpayer Information**

BY SIGNING THE "AGREEMENT BY CLIENT" BELOW, I/WE DECLARE UNDER PENALTY OF PERJURY THAT THE CORRECT TAXPAYER IDENTIFICATION NUMBER OF THE ACCOUNT HOLDER TO BE USED FOR TAX REPORTING PURPOSES IS: 45-3578852

THE ACCOUNT HOLDER IS NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE OF UNDERREPORTING OF INTEREST OR DIVIDENDS AND IS A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN), UNLESS CHECKED HERE:

☐

The account holder is subject to backup withholding and has not been notified by the Internal Revenue Service that backup withholding has been eliminated.

NON-RESIDENT ALIENS AND FOREIGN ENTITIES (Check here only if applicable):

☐

The account holder is exempt from backup withholding and information reporting. An appropriate IRS Form W-8, foreign status certificate, has been completed.

Government Regulation may require that CNB report interest income information.

**CERTIFICATION OF AUTHORITY**

By signing the "Agreement by Client" below, each signer declares under penalty of perjury under the laws of the state where signed that the following is true and correct: (1) The signer holds the title, office, or position indicated and is authorized by the Client to make this declaration and sign the Agreement on behalf of the Client; (2) if the Client is (a) a sole proprietorship, the signer is the sole proprietor; (b) a partnership, the signer is a general partner, or a managing partner; (c) a limited liability company, the signer is the Manager or Member designated to act on behalf of the Client or the signers are all of the Managers or Member so designated; (3) The signer is authorized to enter into deposit, fund transfer, brokerage, investment and treasury management agreement and deposit service agreement(s) on behalf of Client and to designate person(s) authorized to (a) act on behalf of Client and (b) designated persons as "Authorized Signers" on any accounts of Client established hereunder; and (4) When signed below no other person's signature or authorization is required to make the Agreement by Client binding and enforceable on the Client. (5) This authorization is in addition to all other authorizations now in existence.

Account Title :

RN Daily Appeal Evidence Set 1 Doc. 2 - 2011-08-25 Daily Partnership

Account Number:

RND CAMARILLO RANCH PARTNERSHIP, A CA GENERAL PARTNERSHIP

001947179

## AGREEMENT BY CLIENT

On behalf of the named Client, by signing below I/we acknowledge receipt of the Account Agreement and Disclosures and applicable disclosures and fee schedule(s) containing the terms, conditions and fees governing the account(s), products and services designated above and any accounts designated under "Additional Accounts" below and any products and services later contracted for, as amended by disclosures and fee schedule(s) provided at the time of contracting. I/we agree that these terms, conditions and fees govern each account established with City National Bank ("CNB") or City National Securities, Inc. ("CNS") and each service now or later contracted for, as amended by later disclosures. I/we agree that CNB or CNS may provide additional terms, conditions and fees from time to time, depending upon the products and services selected by me/us and that CNB or CNS may amend or change these terms, conditions and fees from time to time on any required notice. If any terms, conditions, fees and any changes thereto are not acceptable to me/us, I/we will close the account(s) or discontinue the service. Where applicable, my/our continued use of the products and/or services after receipt of the terms, conditions, fees and amendments constitute my/our acceptance of such terms, conditions, fees and amendments thereto. I/we agree that the Authorized Signer(s) may withdraw funds and initiate and confirm payment orders pursuant to the security procedure selected respecting the account(s) and each Authorized Signer may establish additional accounts with CNB or CNS in the same name(s) and subject to the same signing authority stated above, contract for additional services for the account(s), and otherwise give instruction to CNB or CNS. If I/we indicated we would like information about the products and services of CNS, you are authorized to share information about me/us between CNB and CNS.

## FURTHER AGREEMENT FOR TREASURY MANAGEMENT

Capitalized terms used in this Authorization and Agreement, not otherwise defined, have the meanings given to them in the City National Bank Treasury Management Services Disclosure and Agreement (the "Agreement").

By signing below, the undersigned, on behalf of the Business Organization named below (the "Client"), acknowledges receipt of the Agreement and agrees to adhere to the terms and conditions contained in the Agreement, any applicable User Documentation, setup forms, related documents, and any other disclosures provided to the Client with regard to the provision of one or more City National Bank Treasury Management Services.

The Agreement supersedes other treasury management service agreements between the Client and CNB. For certain Treasury Management Services, the Agreement authorizes on page 5 the Client's System Administrator to assign passwords, user names, and Personal Identification Numbers to persons that will enable the persons to conduct transactions on deposit accounts set up on the Treasury Management Service, notwithstanding the signing authority identified in the deposit agreement. The System Administrator may also designate one or more other persons to perform these same functions the System Administrator is authorized to perform (each such person being called a "User Administrator"). THE AGREEMENT ALSO PROVIDES FOR BINDING ARBITRATION OF DISPUTES.

The Client may from time to time request CNB to provide one or more of the Services described in the Agreement. Subject to CNB's approval, the Client may begin to use any Service requested once CNB has received all required forms properly completed and the Client has successfully fulfilled any applicable user requirements, including but not limited to testing and training.

Further, the undersigned represents and warrants that the Client has taken all actions required to authorize the undersigned on behalf of the Client to execute and deliver this Authorization and Agreement and any other documents CNB may require with respect to a Service and that, when signed by the undersigned, this Authorization and Agreement is the valid and binding act of the Client.

I/we certify to CNB and CNS that all the information on this Agreement is true and correct. I/we authorize CNB to obtain a ChexSystem or other similar report on Client and to report information. I/we authorize CNB to obtain a ChexSystem or other similar consumer report on each of us signing below and to report information. If I ask, CNB will tell me whether a consumer report was ordered and, if one was ordered, the name and address of the consumer reporting agency that furnished it.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back up withholding.

## SIGN IN BLACK INK ONLY AND ON THE SIGNATURE LINE BELOW

Signature: Richard N. Daily  
 Name/Title: Enid Daily Trust FBO Richard N. Daily, Richard N. Daily, Trustee  
 Date: 11/1/11 Place of Signing: Camarillo, Ca  
 (City and State)

## SIGN IN BLACK INK ONLY AND ON THE SIGNATURE LINE BELOW

Signature: Richard N. Daily  
 Name/Title: Richard N. Daily Trustee, Richard N. Daily Separate Trust Dated 5/25/1995  
 Date: 11/1/11 Place of Signing: Camarillo, Ca  
 (City and State)

## AUTHORIZED SIGNERS (SIGN IN BLACK INK ONLY AND SIGN IN BOX BELOW)

Account Title :

Account Number:

RND CAMARILLO RANCH PARTNERSHIP, A CA GENERAL PARTNERSHIP

041947179

Richard N. Daily

Name: ENID DAILY TR FBO RICHARD N DAILY Richard Daily Trustee

Title: General Partner

Mother's Maiden Name: \_\_\_\_\_

DoB &amp; Birthplace: \_\_\_\_\_

Occ/SS#: INFORMATION ON FILE

Home &amp; Business Phone: \_\_\_\_\_

Signature Message: \_\_\_\_\_

Home Address: \_\_\_\_\_

Primary ID: \_\_\_\_\_

Employer Name / Address: \_\_\_\_\_

Richard N. Daily

Name: RICHARD N DAILY Trustee, Richard N Daily Separate

Title: General Partner

Trust dtd 5/25/1995

Mother's Maiden Name: \_\_\_\_\_

DoB &amp; Birthplace: \_\_\_\_\_

Occ/SS#: INFORMATION ON FILE

Home &amp; Business Phone: \_\_\_\_\_

Signature Message: \_\_\_\_\_

Home Address: \_\_\_\_\_

Primary ID: \_\_\_\_\_

Employer Name / Address: \_\_\_\_\_

Adele D. Poliquin

Name: ADELE DAILY POLIQUIN

Title: Authorized Signer

Mother's Maiden Name: \_\_\_\_\_

DoB &amp; Birthplace: \_\_\_\_\_

Occ/SS#: INFORMATION ON FILE

Home &amp; Business Phone: \_\_\_\_\_

Signature Message: \_\_\_\_\_

Home Address: \_\_\_\_\_

Primary ID: \_\_\_\_\_

Employer Name / Address: \_\_\_\_\_



RN Daily Appeal Evidence Set 1 Doc. 2 - 2011-08-25 Daily Partnership

Account Number:

RMD CAMARILLO RANCH PARTNERSHIP, A CA GENERAL PARTNERSHIP

041947179

## BANK USE ONLY

Today's Date / Time 11/1/2011 10:11 AM	Opened By Karen Martinez	Opening Deposit \$0.00 CNB Transfer
Supersedes Card #/Date	Superseded By	
Officer(s): 04118, 04112		Is the entity doing business in the state the account is opened? Yes or No. Yes
Original Opening Date	Reviewed By	
Date Closed	Reason Closed	Type of Business/NAICS Code REAL ESTATE COMMERCIAL RENTING

### ADDITIONAL ACCOUNTS

Client authorizes the following additional accounts:

[illegible]

**MARK A. LUNN**

Ventura County Clerk and Recorder  
800 South Victoria Avenue Ventura, CA 93009-1260  
(805) 654-2263 Website: recorder.countyofventura.org

**FICTITIOUS BUSINESS NAME STATEMENT**

## Return Mailing Address

Name: Michael John Klein, Esq.

Address: 5743 Corsa Avenue #216

City: Westlake Village State: CA Zip Code: 91362



20111028-10015568-0 1/1

Ventura County Clerk and Recorder

MARK A. LUNN

10/28/2011 12:11:11 PM

REG003 \$63.00 BR

See reverse side for instructions

1. Submit original FBN with original signature(s)
2. Filing fee \$53.00 for the first business and owner name plus an additional \$10.00 for each additional business name and/or owner name on the same statement.
3. Mail a check or money order to the address above. Provide a self-addressed stamped envelope.

\*1A

State of incorporation:

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (attach additional page(s) if required)

1<sup>st</sup> Fictitious Business Name(s) (Type or Print Legibly)(1) RAM Camarillo Ranch Partnership

(2) \_\_\_\_\_

2<sup>nd</sup> 215 E. Daily Drive Camarillo CA 93010 Ventura  
Street Address of Principal Place of Business (P.O. Box or PMB are not acceptable) City State Zip Code COUNTY

3<sup>rd</sup> Richard N. Daily, Trustee, Enid Daily Trust FBO Richard N. Daily Dated 1/24/1970  
Full name of 1<sup>st</sup> Registrant (Individually Corporation/Limited Liability Company)

215 E. Daily Drive #23 Camarillo CA 93010  
Residence Address of 1<sup>st</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

3<sup>rd</sup> Richard N. Daily, Trustee, Richard N. Daily Separate Trust Dated 5/25/1995  
Full name of 2<sup>nd</sup> Registrant (Individually Corporation/Limited Liability Company)

215 E. Daily Drive #23 Camarillo CA 93010  
Residence Address of 2<sup>nd</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

3<sup>rd</sup> \_\_\_\_\_  
Full name of 3<sup>rd</sup> Registrant (Individually Corporation/Limited Liability Company)

Residence Address of 3<sup>rd</sup> Registrant (P.O. Box or PMB are not acceptable) City State Zip Code

4<sup>th</sup> THIS BUSINESS IS CONDUCTED BY: (Check one only)

- ( ) An Individual ( ) A General Partnership ( ) A Limited Partnership ( ) A Limited Liability Company ( ) A trust  
( ) An unincorporated association other than a partnership ( ) A Corporation ( ) Copartners ( ) Plus bond and Wife  
( ) Joint Venture ( ) State or Local registered domestic partner ( ) A limited liability partnership

6<sup>th</sup>

(X) The registrant commenced to transact business under the fictitious business name or names listed above on N/A  
Insert N/A if you have not yet begun to transact business. (Enter date or N/A)

I declare that all information in this statement is true and correct.

A registrant who declares or truth information which he or she knows to be false is guilty of a crime.

REGISTRANTS CORP/LLC NAME Richard N. Daily, Trustee, Richard N. Daily Separate Trust Dated 5/25/1995 TITLE General Partner  
Print name of Corporation/LLC/LLP

REGISTRANT SIGNATURE Richard N. Daily  
If corporation, also print corporate title of officer, if LLC, also print title of officer or manager

NOTICE-In accordance with subdivision (a) of Section 17920, a fictitious name statement generally expires at the end of five years from the date on which it was filed in the office of the county clerk, except as provided in subdivision of section 17920, where it expires 40 days after any change in the facts set forth in the statement, pursuant to section 17913 other than a change in residence address or registered owner. A new fictitious business name statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under Federal, State, or Common Law (see section 14411 ET SEQ. Business and Professions Code).

This statement was filed with the County Clerk of Ventura on the date indicated by the file stamp above.



## EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**

EIN Assigned: 45-3678852

Legal Name: RND CAMARILLO RANCH PARTNERSHIP

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

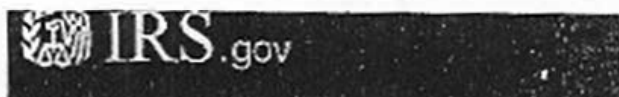
We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

Continue >>

## Help Topics

- Can the EIN be used before the confirmation letter is received?



## EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

## Summary of your information

Please review the information you are about to submit. If any of the information below is incorrect, you will need to [start a new application](#).

Click the "Submit" button at the bottom of the page to receive your EIN.

## Organization Type: Joint Venture

## Joint Venture Information

Legal name:	RND CAMARILLO RANCH PARTNERSHIP
County:	VENTURA
State/Territory:	CA
Start date:	AUGUST 2011
Closing month of accounting year:	DECEMBER

## Addresses

Physical Location:	215 E DAILY OR STE 23 CAMARILLO CA 93010
Phone Number:	805-482-5661
TPD Name:	MICHAEL JOHN KLEIN
TPD Address:	5743 CORSA AVE STE 216 WESTLAKE VLG CA 91352
TPD Phone Number:	818-707-0433

## Responsible Party

Name:	RICHARD H DAILY GEN PTR
SSN/ITIN:	XXX-XX-3473

## Principal Business Activity

What year business/organization does:	REAL ESTATE
Principal products/services:	REAL ESTATE COMMERCIAL RENTING

## Additional Joint Venture Information

Owens a \$5,000 pounds or greater highway motor vehicle:	NO
Involves gambling/wagering:	NO
Involves alcohol, tobacco or firearms:	NO
Files Form 720 (Quarterly Federal Excise Tax Return):	NO
Has employees who receive Forms W-2:	NO
Reason for applying:	STARTED A NEW BUSINESS



**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

004145.132489.0012.002 1 MB 0.390 532



RND CAMARILLO RANCH PARTNERSHIP  
RICHARD H DAILY GEN PTR  
215 E DAILY DR STE 23  
CAMARILLO CA 93010

Date of this notice: 10-31-2011

Employer Identification Number:  
45-3678852

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-3678852. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2012

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

004145

Keep this part for your records.

CP 575 B (Rev. 7-2010)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 B

0509905009

Your Telephone Number  
( ) -

Best Time to Call

DATE OF THIS NOTICE: 10-31-2011

EMPLOYER IDENTIFICATION NUMBER: 45-3678852

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023



RND CAMARILLO RANCH PARTNERSHIP  
RICHARD N DAILY GEN PTR  
215 E DAILY DR STE 23  
CAMARILLO CA 93010

## **EMERGENCY ORDINANCE – E**

### ***AN EMERGENCY ORDINANCE LIMITING EXTRACTIONS FROM GROUNDWATER EXTRACTION FACILITIES, SUSPENDING USE OF CREDITS AND PROHIBITING CONSTRUCTION OF ANY GROUNDWATER EXTRACTION FACILITY AND/OR THE ISSUANCE OF ANY PERMIT THEREFOR***

The Board of Directors of the Fox Canyon Groundwater Management Agency, State of California, ordains as follows:

#### **ARTICLE 1. Findings**

The Board of Directors hereby finds that:

- A. On January 17, 2014, the Governor of the State of California proclaimed a state of emergency due to current drought conditions and called on Californians to reduce their water usage by 20 percent. On March 1, 2014, the Governor signed into law emergency drought legislation that finds and declares that California is experiencing an unprecedented dry period and shortage of water for its citizens, local governments, agriculture, environment, and other uses.
- B. The U.S. Drought Monitor has designated the territory of the Agency to be currently in a condition of exceptional drought.
- C. The United Water Conservation District has reported that groundwater storage in the Oxnard Plain Basin Forebay dropped by 32,200 acre feet in the past year and groundwater levels are currently below sea level. Continued dry conditions and regulatory restrictions on diversions from the Vern Freeman Diversion will result in less water available for recharge of the Forebay.
- D. On February 25, 2009, the Fox Canyon Groundwater Management Agency Board of Directors in response to a serious water resource problem constituting a very real and immediate threat to groundwater quality and quantity to the West, East, and South Las Posas Basins and any and all basins tributary thereto adopted Emergency Ordinance D, entitled An Emergency Ordinance to Impose a Temporary Moratorium on Construction of New Wells and to Provide an Upper Limitation to Efficiency Extraction Allocation Within the West, East, and South Las Posas Groundwater Basins Pending Development of a Basin-Specific Management Plan.
- E. Emergency Ordinance D was replaced by Ordinance 8.6 which presumed the development of a Basin-Specific Management Plan. However, the threats to groundwater quality and quantity in the Las Posas Basins remain and have increased due to persistent drought conditions, and the lack of a Basin-Specific Management Plan.

- F. The Agency's 2007 Update to its Groundwater Management Plan established basin yield at 100,000 acre-feet per year; however, average annual total extractions within the Agency for Calendar Years 2003 through 2012 were 124,586 acre-feet.
- G. Due to persistent dry conditions, the Department of Water Resources on January 31, 2014, announced a 2014 State Water Project Allocation of zero percent.
- H. The cumulative use of conservation credits has reduced the benefit of previous reductions in historical allocations, and could limit any benefit derived through this Emergency Ordinance.
- I. The Board may adopt ordinances for the purpose of regulating, conserving, managing, and controlling the use and extraction of groundwater within the territory of the Agency.
- J. The measures adopted in this emergency ordinance are necessary in order to improve and protect the quantity and quality of groundwater supplies within the territory of the Agency, to prevent a worsening of existing conditions, to allow time to implement a definite and long-term solution to improve groundwater conditions in the Agency and to bring groundwater extractions into balance with recharge.
- K. This emergency ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15307 and 15308 as an action taken "to ensure the maintenance, restoration, or enhancement of natural resources or the environment."

## **ARTICLE 2. Reduction of Groundwater Extractions**

- A. For the duration of this emergency ordinance, all Municipal and Industrial Operators' extraction allocations, regardless of type, shall be replaced with a Temporary Extraction Allocation (TEA) based on an operator's average annual reported extractions, not including any extractions that incurred surcharges, for Calendar Years 2003 through 2012.
- B. For the Port Hueneme Water Agency (PHWA), their TEA shall be established according to the Agency's approved July 24, 1996 agreement and allocations contained within.
- C. Temporary Extraction Allocations (TEA) shall be reduced in order to eliminate overdraft from the aquifer systems within the boundaries of the Agency for municipal and industrial uses. The reductions shall be as follows:

- |                              |                    |
|------------------------------|--------------------|
| 1. Beginning July 1, 2014    | 10% (TEA x 0.90/2) |
| 2. Beginning January 1, 2015 | 15% (TEA x 0.85/2) |
| 3. Beginning July 1, 2015    | 20% (TEA x 0.80/2) |
| 4. Beginning January 1, 2016 | 20% (TEA x 0.80)   |



- D. For reported extractions starting on August 1, 2014, all Agricultural Operators' extraction allocations, regardless of type, shall be replaced with an Annual Efficiency Allocation as provided in Section 5.6.1.2. of the Agency Ordinance Code, except that the annual irrigation allowances used to calculate the Irrigation Allowance Index shall be adjusted downward 25% from the allowances set forth in Resolution No. 2011-04 (Exhibit No. 1). For computing the irrigation allowance, the definition of Planted Acre may include designated areas that grew irrigated crops in the twelve months prior to August 1, 2014, but have subsequently been fallowed or are growing a non-irrigated crop.
- E. On February 1, 2015, the Board may by Resolution undertake an additional adjustment to the annual irrigation allowances used to calculate the Irrigation Allowance Index, or other pumping restrictions in order to achieve a cumulative 10% reduction in pumping by Agricultural Operators.
- F. On August 1, 2015, the Board may by Resolution undertake an additional adjustment to the annual irrigation allowances used to calculate the Irrigation Allowance Index, or other pumping restrictions in order to achieve a cumulative 20% reduction in pumping by Agricultural Operators.
- G. Notwithstanding the extraction allocations established pursuant to Chapter 5.0 of the Agency Ordinance Code, all extractions in excess of the allocations established and adjusted by this emergency ordinance shall be subject to extraction surcharges.
- H. The Executive Officer may, on written request from a land owner or operator, grant a variance from the requirements of this article based on a showing:
  - 1. That there are special circumstances or exceptional characteristics of the owner or operator which do not apply generally to comparable owners or operators in the same vicinity; or
  - 2. That strict application of the reductions as they apply to the owner or operator will result in practical difficulties or unnecessary hardships inconsistent with the general purpose of this emergency ordinance; or
  - 3. That the granting of such variance will result in no net detriment to the aquifer systems.

### **ARTICLE 3. Limitation on Accrual and Use of Credits**

Notwithstanding Section 5.7 of the Agency Ordinance Code, conservation credits shall not be obtained and may not be used to avoid paying surcharges for extractions while this emergency ordinance is in effect.

#### **ARTICLE 4. Prohibition on New Extraction Facilities**

The Board prohibits the issuance of any permit for construction of a groundwater extraction facility, other than a replacement, backup or standby facility which does not allow the initiation of any new or increased use of groundwater, within the territory of the Agency. The prohibition set forth shall not apply to any permit for which a completed application is on file with the Agency on or before February 26, 2014, or for any permit in furtherance of a pumping program approved by the Board. For the purpose of this Article 4, a new or increased use is one that did not exist or occur before the effective date of this emergency ordinance. The Board may grant exceptions to the prohibition set forth in this Article 4 on a case-by-case basis. Applications for exceptions shall conform to the requirements of Section 5.2.2.3. of the Agency Ordinance Code and will be approved only if the Board makes the findings set forth in Section 5.2.2.4. of the Agency Ordinance Code.

#### **ARTICLE 5. Duration**

This emergency ordinance shall remain in effect from the date of adoption and reviewed every eighteen months, unless superseded or rescinded by action of the Board or a finding by the Board that the drought or emergency condition no longer exists.

#### **ARTICLE 6. Effective Date**

This ordinance shall become effective immediately upon adoption by the vote of at least four members of the Board; otherwise it shall become effective on the thirty-first day after adoption.

PASSED AND ADOPTED this 11<sup>th</sup> day of April 2014 by the following vote:

AYES: 5  
NOES: 0  
ABSENT: 0

By:

  
Lynn Maulhardt, Chair, Board of Directors  
Fox Canyon Groundwater Management Agency

ATTEST: I hereby certify that the above is a true and correct copy of Emergency Ordinance E.

By:

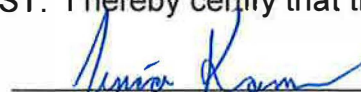
  
Jessica Kam, Clerk of the Board

Exhibit No. 1 – Current Irrigation Allowance Index and - Proposed Allowance Index Values  
(Adjusted 25%)

## CURRENT Irrigation Allowance Index Values

### Acre-Feet/Acre

		Oxnard (Z1)			Camarillo (Z2)			Santa Paula (Z3)		
		Typical	Dry	Wet	Typical	Dry	Wet	Typical	Dry	Wet
		Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A
Includes leaching and DU = 0.8	# of Crops									
Spring Veg./Fall Celery	2	3.6	3.8	3.3	4.0	4.2	3.7	4.3	4.6	4.0
Summer Veg./Fall Veg	2	3.4	3.6	3.2	3.8	4.0	3.6	4.1	4.3	3.9
Spring Veg./Late Summer Veg./+part Late Fall Veg*	2+plus	3.9	4.1	3.7	4.4	4.6	4.2	4.8	5.0	4.6
		Oxnard (Z1)			Camarillo (Z2)			Santa Paula (Z3)		
		Typical	Dry	Wet	Typical	Dry	Wet	Typical	Dry	Wet
Crop		Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A
Avocado - 20% Ground Shading	1	1.9	2.0	1.7	2.1	2.3	1.9	2.3	2.5	2.1
Avocado - 50% Ground Shading	1	2.7	3.0	2.5	3.1	3.4	2.8	3.3	3.7	3.0
Avocado - 70% Ground Shading	1	3.7	4.1	3.5	4.1	4.6	4.0	4.5	5.1	4.3
Blueberries 20% Ground Shading	1	1.8	1.9	1.8	2.1	2.3	2.0	2.3	2.5	2.2
Blueberries 50% Ground Shading	1	2.6	2.7	2.6	3.0	3.1	2.9	3.3	3.4	3.2
Blueberries 70% Ground Shading	1	3.6	3.8	3.5	4.1	4.3	3.9	4.5	4.7	4.3
Celery - Single Crop	1	2.0	2.1	1.8	2.2	2.3	2.0	2.4	2.5	2.2
Citrus - 20% Ground Shading	1	1.9	2.1	1.8	2.1	2.4	2.0	2.3	2.6	2.2
Citrus - 50% Ground Shading	1	2.5	2.7	2.4	2.9	3.0	2.7	3.1	3.3	2.9
Citrus - 70% Ground Shading	1	3.4	3.6	3.2	3.9	4.0	3.6	4.3	4.4	3.9
Lima Beans	1	1.0	1.1	1.0	1.2	1.2	1.2	1.3	1.3	1.3
Misc. Veg Greenhouse - Fall	1	1.2	1.3	1.1	1.3	1.4	1.2	1.4	1.5	1.3
Misc. Veg Greenhouse - Spr	1	1.3	1.4	1.2	1.5	1.6	1.4	1.6	1.7	1.6
Misc. Veg Greenhouse - Summer	1	1.6	1.6	1.6	1.8	1.8	1.8	1.9	1.9	1.9
Misc. Veg Single Crop - Fall	1	1.4	1.5	1.3	1.5	1.7	1.4	1.6	1.8	1.5
Misc. Veg Single Crop - Spr	1	1.6	1.7	1.5	1.8	1.9	1.7	1.9	2.1	1.8
Misc. Veg Single Crop - Summer	1	2.0	2.0	1.9	2.2	2.3	2.2	2.5	2.5	2.4
Nursery (Non-Greenhouse)	1	4.3	4.5	4.1	4.9	5.1	4.6	5.3	5.6	5.1
Nursery (Greenhouse)	1	4.5	4.6	4.3	5.1	5.2	4.9	5.6	5.7	5.4
Raspberries - Tunnel	1	4.3	4.5	4.2	4.9	5.1	4.7	5.4	5.5	5.2
Sod	1	4.0	4.2	3.9	4.5	4.8	4.4	5.0	5.2	4.8
Strawberries-Main Season	1	3.1	3.3	2.9	3.4	3.6	3.2	3.7	3.9	3.4
Strawberries-Summer	1	1.8	1.9	1.8	2.0	2.1	1.9	2.1	2.2	2.0
Tomatoes - Peppers	1	2.3	2.3	2.2	2.6	2.6	2.5	2.8	2.8	2.7



## Proposed Irrigation Allowance Index Values (Adjusted 25%)

### Acre-Feet/Acre

		Oxnard (Z1)			Camarillo (Z2)			Santa Paula (Z3)		
		Typical	Dry	Wet	Typical	Dry	Wet	Typical	Dry	Wet
		Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A
Includes leaching and DU = 0.8		# of Crops								
Spring Veg./Fall Celery	2	2.7	2.8	2.5	3.0	3.2	2.8	3.3	3.4	3.0
Summer Veg./Fall Veg	2	2.5	2.7	2.4	2.8	3.0	2.7	3.0	3.2	2.9
Spring Veg./Late Summer Veg./+part Late Fall Veg*	2+plus	2.9	3.1	2.8	3.3	3.5	3.1	3.6	3.8	3.4
		Oxnard (Z1)			Camarillo (Z2)			Santa Paula (Z3)		
		Typical	Dry	Wet	Typical	Dry	Wet	Typical	Dry	Wet
Crop		Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A	Total AF/A
Avocado - 20% Ground Shading	1	1.4	1.5	1.3	1.6	1.7	1.5	1.7	1.9	1.6
Avocado - 50% Ground Shading	1	2.0	2.2	1.9	2.3	2.5	2.1	2.5	2.8	2.3
Avocado - 70% Ground Shading	1	2.7	3.1	2.6	3.1	3.5	3.0	3.4	3.8	3.2
Blueberries 20% Ground Shading	1	1.4	1.4	1.3	1.5	1.8	1.5	1.8	1.9	1.7
Blueberries 50% Ground Shading	1	2.0	2.1	1.9	2.2	2.3	2.2	2.4	2.5	2.4
Blueberries 70% Ground Shading	1	2.7	2.9	2.6	3.1	3.3	3.0	3.4	3.6	3.2
Celery - Single Crop	1	1.5	1.6	1.4	1.7	1.8	1.5	1.8	1.9	1.6
Citrus - 20% Ground Shading	1	1.4	1.6	1.3	1.6	1.8	1.5	1.8	1.9	1.6
Citrus - 50% Ground Shading	1	1.9	2.0	1.8	2.2	2.3	2.0	2.4	2.5	2.2
Citrus - 70% Ground Shading	1	2.6	2.7	2.4	2.9	3.0	2.7	3.2	3.3	2.9
Lima Beans	1	0.8	0.8	0.8	0.9	0.9	0.9	1.0	1.0	0.9
Misc. Veg Greenhouse - Fall	1	0.9	0.9	0.8	1.0	1.0	0.9	1.0	1.1	1.0
Misc. Veg Greenhouse - Spr	1	1.0	1.1	0.9	1.1	1.2	1.1	1.2	1.3	1.2
Misc. Veg Greenhouse - Summer	1	1.2	1.2	1.2	1.3	1.3	1.3	1.4	1.4	1.4
Misc. Veg Single Crop - Fall	1	1.0	1.1	1.0	1.1	1.2	1.0	1.2	1.3	1.1
Misc. Veg Single Crop - Spr	1	1.2	1.3	1.1	1.3	1.4	1.2	1.5	1.6	1.4
Misc. Veg Single Crop - Summer	1	1.5	1.5	1.5	1.7	1.7	1.6	1.8	1.9	1.8
Nursery (Non-Greenhouse)	1	3.2	3.4	3.1	3.6	3.8	3.5	4.0	4.2	3.8
Nursery (Greenhouse)	1	3.4	3.5	3.3	3.8	3.9	3.7	4.2	4.3	4.0
Raspberries - Tunnel	1	3.2	3.4	3.1	3.7	3.8	3.6	4.0	4.2	3.9
Sod	1	3.0	3.2	2.9	3.4	3.6	3.3	3.7	3.9	3.6
Strawberries-Main Season	1	2.3	2.5	2.2	2.6	2.7	2.4	2.8	2.9	2.6
Strawberries-Summer	1	1.4	1.4	1.3	1.5	1.6	1.4	1.6	1.7	1.5
Tomatoes - Peppers	1	1.7	1.7	1.6	1.9	1.9	1.8	2.1	2.1	2.0



# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

A state of California water agency  
800 S. Victoria Avenue, Ventura, CA. 93009-1610  
Phone (805) 645-1372 or 654-2014 Fax 654-3350  
Websites: <http://fcgma.org> or <https://fcgmaonline.org>

**RECEIVED**

OCT 09 2018

FOX CANYON GROUNDWATER  
MANAGEMENT AGENCY

## WATER WELL PERMIT APPLICATION

**(NO-FEE REQUIRED)**

### GENERAL INFORMATION

Fox Canyon Groundwater Management Agency (FCGMA) Ordinance Code requires that before drilling a new water well within the boundaries of the FCGMA, a completed water well permit application must be submitted. **THIS IS A NO-FEE PERMIT.** In addition, a **FEE-BASED** Ventura County Watershed Protection District Water Well Permit must be approved and secured **prior** to any construction.

All groundwater extraction facilities within the boundaries of the Agency shall be registered with the Agency. All new extraction facilities constructed within the Agency Boundary shall obtain a no-fee permit from the Agency prior to the issuance of a Well Permit by the Ventura County Watershed Protection District. No extraction facility may be operated or otherwise utilized so as to extract groundwater within the boundaries of the Agency, or in the Expansion Area unless that facility is registered with the Agency, metered and permitted, if required and all extractions reported to the Agency as required.

Copies of the current FCGMA Ordinance Code and other pertinent information regarding the FCGMA can be obtained by calling (805) 645-1372 or (805) 654-2014 or by visiting our website at <http://fcgma.org>.

### INSTRUCTIONS

***(Fill in the requested information and provide an Assessor's Parcel Map as described under Item D.)***

#### **A. OWNERSHIP**

Owner's Name: RND Camarillo Ranch Partnership

Operator's Name (if different from Owner): \_\_\_\_\_

Mailing Address: 882 Rim Crest Drive, Westlake Village, CA 91361

Phone No(s): (805) 642-0211 FAX No: (805) 642-1220 Cell No. Adele D. Poliquin: (818) 577-5354

#### **B. TYPE OF USE**

If use of water is for irrigation, check box 1 and describe proposed crops and acreage. If water is for municipal, industrial or domestic uses, check box 2 and describe number of people served, etc.

1. ☒ **Irrigation**

**PROPOSED REPLACEMENT WELL**

List types of crops and corresponding acreage that will be irrigated:

<u>Crop Type</u>	<u>Acreage</u>
<u>Row Crops</u>	<u>275</u>
_____	_____
_____	_____

Describe irrigation system: list size and approximate length of pipelines and type of irrigation system, i.e., sprinkler, drip, furrow, etc.:

**Drip & Sprinkler; 800 ft rows**

**Emergency replacement of well for ag. production. No storage tanks.**

RECEIVED

OCT 09 2018

2. ☐ **Municipal, Industrial or Domestic**

List number of people and/or number of housing units served. If industrial use is proposed, describe type of industrial use: \_\_\_\_\_

Describe water system: list size and length of pipelines, size of storage tanks, etc.: \_\_\_\_\_

C. **PROPOSED EXTRACTION**

Show calculations for anticipated annual pumping in acre-feet per year (AF/yr): 1 x Replacement Well for the Existing SWN 01N21W03H02S – drilled in 2002, 16" steel casing to 905 ft bgs, history of sand production  
Historical Allocation: 517.58 acre-ft

[See attached map for irrigation allowance index calculations]

D. **LOCATION OF PROPOSED USE**

On a County Assessor's Parcel Map accurately plot and outline the location(s) of proposed groundwater use. Show location of proposed water well. Give dimensions of area(s) to be irrigated. Indicate crop type for each area. For M & I or other uses, show location of water distribution system, type of water use and location of structures to be served. Attach the Assessor's Parcel Map to this application. *(No permit applications will be approved without an adequate attached parcel map.)*

E. **APPLICANT'S SIGNATURE AND DATE**

Sign, date and submit this application to the Fox Canyon Groundwater Management Agency, c/o Watershed Protection District, Water and Environmental Resources Division, Groundwater Section, 800 South Victoria Avenue, L #1610, Ventura, CA 93009-1610.

Applicant's Signature: \_\_\_\_\_

Date 2-13-18**DISPOSITION OF FCGMA APPLICATION**

(For office use only)

- ☐ Approved  
☒ Approved with conditions  
☐ Denied

State Well No. \_\_\_\_\_

GMA Permit No. 0272

County Permit No. \_\_\_\_\_

Conditions/Reason for Denial: Conditions are listed in the October 29, 2018 letter transmitting approval.

By: Kathleen RiedelDate 10/29/2018

This application is a permit when signed by the FCGMA Executive Officer or his/her designated appointee.

Jeff Pratt  
 Jeff Pratt, P.E., FCGMA Executive Officer

Date 10/29/2018



**Approx. 275.22 Irrigated Acres in Zone 2 (Camarillo)**  
**Misc. Vegetable Single Crop in Typical Year 1.1 to 1.7 AF/Acre**  
**= 299.44 to 462.77 AFY**

RANCHO COLONIA, SUB.67, POR. SUB.66 & 68: RANCHO  
 PLEASANT

**01N21W03H02**  
**Drilled 2002**  
**16" Steel Casing to 905 ft**  
**Historical Allocation: 517.58 AF**

**Proposed Replacement Well:**  
**16" Casing to 900 ft**

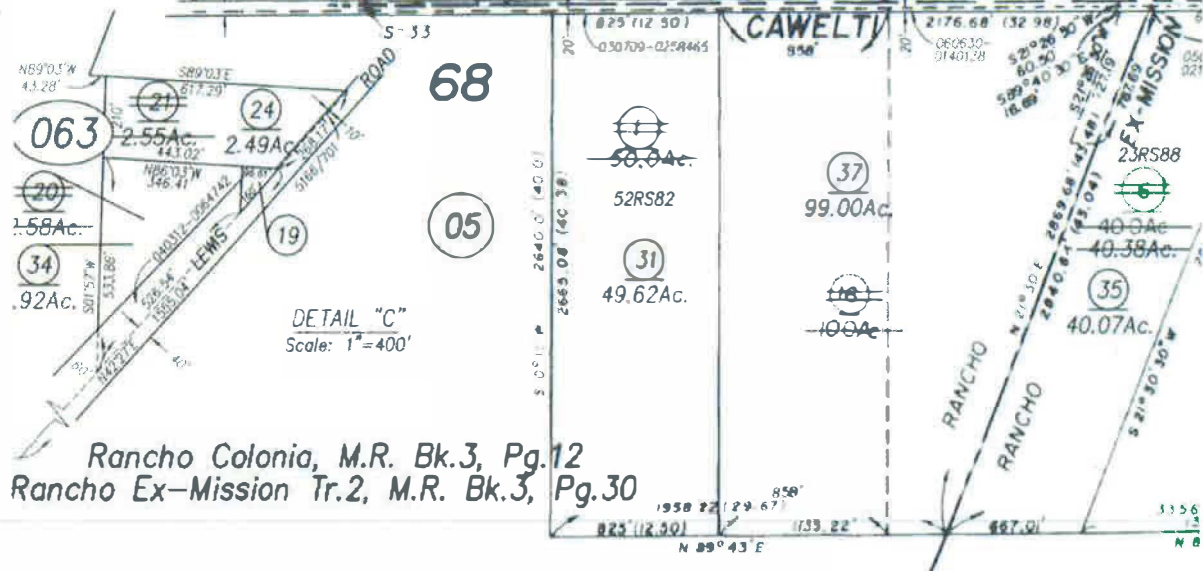
**APN**  
**230-0-**  
**061-090**

**APN**  
**230-0-**  
**061-010**

**RECEIVED**

OCT 09 2018

FOX CANYON GROUNDWATER  
 MANAGEMENT AGENCY



**230-06**

Roll-Year 14-15		BK. 230 , PG. 06	
DATE	REFERENCE DOC.	Code	EXPLANATION
9/4/2013	20130104-00001582	Other	Description
			Adding Reference To APN

October 4, 2018

*Emergency Ordinance E Compliance Letter  
Water Well Replacement Permit Applications*

To Whom It May Concern,

This letter is to state that the proposed replacement water well (to replace the existing State Well Numbers 01N21W03H02) will not result in any new or increased groundwater use at the following two irrigated parcels:

1. 230-0-061-010 (225.22 acres)
2. 230-0-061-090 (50.00 acres)

The estimated or reported irrigation extractions at the existing -03H02 agricultural well, from when its construction in 2002 through 2017, are included as Table 1 on the next page. The largest reported volume during that time was 517.58 total acre-feet in 2012. Therefore, cumulative extractions from the replacement well will never exceed more than 517.58 total acre-feet in a given year.

Sincerely,



Adele Poliquin  
RND Camarillo Ranch Partnership



## SCHNEIDERS & ASSOCIATES, L.L.P.

ATTORNEYS AT LAW

ROY SCHNEIDER  
THEODORE J. SCHNEIDER  
KATHLEEN J. SMITH  
WILLIAM E. WINFIELD\*  
GEORGIANNA REGNIER  
ERIC HIRSCHBERG



300 E. ESPLANADE DRIVE  
SUITE 1980  
OXNARD, CA 93036

2945 TOWNSGATE ROAD  
SUITE 200  
WESTLAKE VILLAGE, CA 91361

*Of Counsel*  
DEBORAH A. PERKINS  
MICHAEL R. SHEVLIN, P.E.\*\*  
GEOFF SINDON

Tel: (805) 764-6370  
Fax: (805) 981-1133

*Reply to Oxnard Office*

[RSTLEGAL.COM](http://RSTLEGAL.COM)

Writer's email: [rschneider@rstlegal.com](mailto:rschneider@rstlegal.com)

\*Board Certified Business Bankruptcy Law  
American Board of Certification  
\*\*Registered Patent Attorney

October 4, 2018

**SENT VIA: CERTIFIED MAIL**

Fox Canyon Groundwater Management Agency  
800 S. Victoria Avenue  
Ventura, Ca 93001

**RE: Fox Canyon Approval Letter / FCGMA Well Application No. 0272**

Dear Sir or Madam:

Please be advised the undersigned is counsel for the Trustee of the Daily Family Trust, which is the owner of that certain Assessor's Parcel No. 230-0-061-090, on which property the original well is located and is a subject of the above-referenced Well Application. This letter shall serve as acknowledgement and support of drilling a replacement well on Assessor's Parcel NO. 230-0-061-010. The original well and the contemplated replacement well has and will continue to serve both parcels.

If you have any questions or concerns, please feel free to contact the undersigned. Thank you for your cooperation.

Very truly yours,

SCHNEIDERS & ASSOCIATES, L.L.P.

ROY SCHNEIDER



<b>TABLE 1</b>	<b>01N21W03H02</b>
2002	<b>471.9*</b>
2003	471.9*
<b>2004</b>	<b>471.9*</b>
2005	325.86
<b>2006</b>	<b>309.25</b>
2007	130.16
<b>2008</b>	<b>128.36</b>
2009	85.77
<b>2010</b>	<b>265.87</b>
2011	361.23
<b>2012</b>	<b>517.58</b>
2013	457.21
<b>2014</b>	<b>504.98</b>
2015	273.28
<b>2016</b>	<b>228.68</b>
2017	126.01

*Estimated\* (2002-2004) and Reported (2005-2017) Irrigation Extractions*







County of Ventura  
**APPLICATION FOR WELL PERMIT**

800 South Victoria Avenue; Ventura, CA 93009-1610

RND Camarillo Ranch Partnership

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OCT 09 2018

VENTURA COUNTY GROUNDWATER  
 MANAGEMENT AGENCY

	Property Owner*	Driller	Registered Inspector
Name	Adele D. Poliquin	United Well Service, Inc.	
Address	822 Rim Crest Drive Westlake Village, CA 91361	6400 Price Way Bakersfield CA 93308	
Telephone	(805) 642-0211	(805) 390-6712	
License No.		C57-1000753	
Lic. Exp. Date		02/28/2019	
APN(s)	230-0-061-010		

Type of Work	Use	Proposed Construction
<u>Water Supply Well</u> <input type="checkbox"/> New (No. _____) <input checked="" type="checkbox"/> Replacement Well SWN of well to be replaced <u>01N21W03H02</u> <input type="checkbox"/> Backup or Standby Well SWN of well to be backed up _____ <input type="checkbox"/> Destruction (No. _____) SWN _____ <input type="checkbox"/> Repair/Modify (No. _____) SWN _____	<input checked="" type="checkbox"/> Agricultural <input type="checkbox"/> Cathodic <input type="checkbox"/> Domestic <input type="checkbox"/> Industrial <input type="checkbox"/> Monitoring <input type="checkbox"/> Municipal  Estimate of anticipated annual pumping in acre feet per year  <u>TBD by FCGMA</u> <u>[FCGMA App. No. 0272]</u>	Well Depth <u>900'</u> Bore Diameter <u>26"</u>  <b>Casing</b> <input checked="" type="checkbox"/> Steel Diameter (in.) <u>16</u> <input type="checkbox"/> PVC Wall Gauge (in) <u>0.312</u> <input type="checkbox"/> Other (Describe) _____  <b>Perforations</b> From <u>620</u> to <u>900</u> ft From _____ to _____ ft From _____ to _____ ft
<input type="checkbox"/> <u>Monitoring Well</u> <input type="checkbox"/> New (No. _____) <input type="checkbox"/> Destruction (No. _____) <input type="checkbox"/> <u>Engineering Test Hole</u> (No. _____) <input type="checkbox"/> <u>Cathodic Protection Well</u> <input type="checkbox"/> New (No. _____) <input type="checkbox"/> Destruction (No. _____)	<u>Equipment</u> <input checked="" type="checkbox"/> Rotary <input type="checkbox"/> Hollow Stem <input type="checkbox"/> Geoprobe <input type="checkbox"/> Other (Describe) _____	Estimated Start Date: <u>1-Nov-2018</u>

\*NOTE: If proposed water supply well is within the area referenced in the Ventura County Well Ordinance No. 4468 Sec 4826.1-Water Well and Water Well Prohibition, your permit application must be accompanied by documentation that explains the reason for requesting a variance. If the proposed water supply well is in an area that is exempted from the moratorium, e.g. cities, FCGMA, etc., your permit application must be accompanied by the proper agency permit/approval.

I hereby agree to comply with all provisions of Ventura County Well Ordinance No. 4468, and all applicable State of California and local regulations pertaining to well construction, repair, modification and destruction. I also agree to comply with all conditions of the issued permit to include the submittal of post requirement documents and reports. I understand that any modification of the issued permit requires approval by the Manager, Water Resources Division and that the information contained herein becomes a part of the permit when issued.

Property Owner's Signature		Date	<u>7-13-18</u>
Driller's Signature		Date	<u>7-12-2018</u>
Registered Inspector's Signature (Applies to monitoring wells and borehole work)		Date	

Application Page 1 of 2  
 Permit No. \_\_\_\_\_

October 4, 2018

Page 2

On behalf of the Daily Family Trust, the owner of Assessor's Parcel No. 230-0-061-090, I hereby consent to the forgoing acknowledgment and support of the drilling of a replacement well on Assessor's Parcel No. 230-0-061-010 which will serve both parcels.

DAILY FAMILY TRUST

A handwritten signature in blue ink that reads "Noel Daily, Trustee". The signature is written in a cursive style.

By: Noel Daily, Trustee

Bcc: Noel Daily & bevq@hvwonline.com





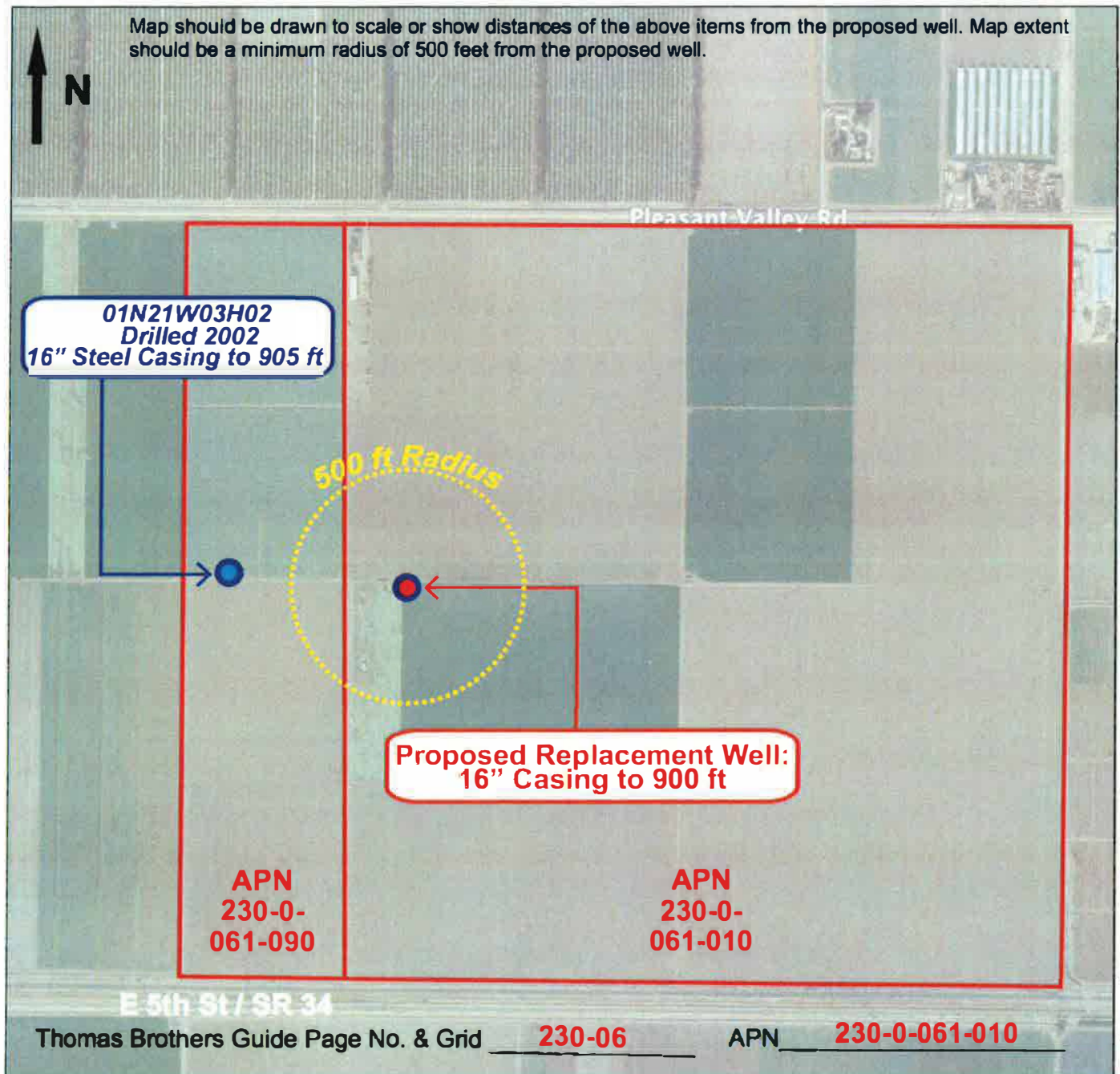
County of Ventura  
**APPLICATION FOR WELL PERMIT**  
 800 South Victoria Avenue; Ventura, CA 93009-1610

**RECEIVED**

OCT 09 2018

COYOTE CANYON GROUNDWATER  
 MANAGEMENT AGENCY

**Well Location Map / Site Plan:** Indicate exact location of proposed well, showing existing wells, water courses, roads, property lines, septic tanks and leach fields, sanitary, industrial, and storm sewers, barnyard and stable areas, feedlots, and solid waste disposal sites. Setbacks from potential sources of contamination shall comply with the California Department of Water Resources *California Well Standards Bulletin 74-90* available at the below website address:  
[http://www.water.ca.gov/groundwater/well\\_info\\_and\\_other/california\\_well\\_standards/well\\_standards\\_content.html](http://www.water.ca.gov/groundwater/well_info_and_other/california_well_standards/well_standards_content.html)



bev

**From:** Riedel, Kathleen <Kathleen.Riedel@ventura.org>  
**Sent:** Tuesday, August 07, 2018 5:02 PM  
**To:** Gutierrez, Beverly  
**Subject:** RE: FCGMA Well Application No. 0272, submittal incomplete

Good afternoon Beverly,

Thank you for the update. In response to your request, below is the extraction history with the reporting CombCode noted.

Well Number	FCGMA Basin	DWR Basin	Usage Code	Year Code	Extraction (in AF)	CombCode
01N21W03H02	PV	PV	AG	2002-2	235.95	OVP-D
01N21W03H02	PV	PV	AG	2003-1	235.96	OVP-D
01N21W03H02	PV	PV	AG	2003-2	235.96	OVP-D
01N21W03H02	PV	PV	AG	2004-1	235.96	OVP-D
01N21W03H02	PV	PV	AG	2004-2	235.96	OVP-D
01N21W03H02	PV	PV	AG	2005-1	85.88	OVP-D
01N21W03H02	PV	PV	AG	2005-2	239.98	OVP-D
01N21W03H02	PV	PV	AG	2006-1	93.97	OVP-D
01N21W03H02	PV	PV	AG	2006-2	215.28	OVP-D
01N21W03H02	PV	PV	AG	2007-1	84.45	OVP-D
01N21W03H02	PV	PV	AG	2007-2	45.71	OVP-D
01N21W03H02	PV	PV	AG	2008-1	88.01	OVP-D
01N21W03H02	PV	PV	AG	2008-2	40.35	OVP-D
01N21W03H02	PV	PV	AG	2009-1	13.42	OVP-D
01N21W03H02	PV	PV	AG	2009-2	72.35	OVP-D
01N21W03H02	PV	PV	AG	2010-1	131.98	OVP-D
01N21W03H02	PV	PV	AG	2010-2	133.89	OVP-D
01N21W03H02	PV	PV	AG	2011-1	153.8	OVP-D
01N21W03H02	PV	PV	AG	2011-2	207.43	OVP-D
01N21W03H02	PV	PV	AG	2012-1	310.15	OVP-D
01N21W03H02	PV	PV	AG	2012-2	207.43	OVP-D
01N21W03H02	PV	PV	AG	2013-1	217.14	OVP-D
01N21W03H02	PV	PV	AG	2013-2	240.07	OVP-D
01N21W03H02	PV	PV	AG	2014-1	318.96	OVP-D
01N21W03H02	PV	PV	AG	2014-2	186.02	OVP-OTR
01N21W03H02	PV	PV	AG	2015-1	112.5	OVP-OTR
01N21W03H02	PV	PV	AG	2015-1	15.87	OVP-OTR
01N21W03H02	PV	PV	AG	2015-2	144.91	OVP-OTR
01N21W03H02	PV	PV	AG	2016-1	89.28	OVP-OTR
01N21W03H02	PV	PV	AG	2016-2	139.4	OVP-OTR
01N21W03H02	PV	PV	AG	2017-1	27.67	OVP-OTR
01N21W03H02	PV	PV	AG	2017-2	98.34	OVP-OTR

Best Regards,



Well Number	Name	Well Status	FCGMA Ba	DWR Basin	Usage Cod	YearCode	Extraction	CombCode	CombCode
01N21W03H02		Destroyed	PV	PV	AG	2002-2	235.95	581	OVP-D
01N21W03H02		Destroyed	PV	PV	AG	2003-1	235.96	581	OVP-D
01N21W03H02		Destroyed	PV	PV	AG	2003-2	235.96	581	OVP-D
01N21W03H02		Destroyed	PV	PV	AG	2004-1	235.96	581	OVP-D
01N21W03H02		Destroyed	PV	PV	AG	2004-2	235.96	581	OVP-D
01N21W03H02		Destroyed	PV	PV	AG	2005-1	85.88	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2005-2	239.98	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2006-1	93.97	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2006-2	215.28	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2007-1	84.45	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2007-2	45.71	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2008-1	88.01	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2008-2	40.35	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2009-1	13.42	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2009-2	72.35	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2010-1	131.98	581	OVP-D
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01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2013-2	240.07	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (Daily Family Tr)	Destroyed	PV	PV	AG	2014-1	318.96	581	OVP-D
01N21W03H02	Oceanview Produce; Inc (OTR-Ohio)	Destroyed	PV	PV	AG	2014-2	186.02	580	OVP-OTR
01N21W03H02	Oceanview Produce; Inc (OTR-Ohio)	Destroyed	PV	PV	AG	2015-1	112.5	580	OVP-OTR
01N21W03H02	Oceanview Produce; Inc (OTR-Ohio)	Destroyed	PV	PV	AG	2015-1	15.87	580	OVP-OTR
01N21W03H02	Oceanview Produce; Inc (OTR-Ohio)	Destroyed	PV	PV	AG	2015-2	144.91	580	OVP-OTR
01N21W03H02	Oceanview Produce; Inc (OTR-Ohio)	Destroyed	PV	PV	AG	2016-1	89.28	580	OVP-OTR
01N21W03H02	Oceanview Produce; Inc (OTR-Ohio)	Destroyed	PV	PV	AG	2016-2	139.4	580	OVP-OTR
01N21W03H02	Oceanview Produce; Inc (OTR-Ohio)	Destroyed	PV	PV	AG	2017-1	27.67	580	OVP-OTR
01N21W03H02	Oceanview Produce; Inc (OTR-Ohio)	Destroyed	PV	PV	AG	2017-2	98.34	580	OVP-OTR
01N21W03H02	Oceanview Produce; Inc (OTR-Ohio)	Destroyed	PV	PV	AG	2018-1	0.56	580	OVP-OTR



# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

A STATE OF CALIFORNIA WATER AGENCY

## BOARD OF DIRECTORS

Eugene F. West, Chair, Camrosa Water District  
David Borchard, Vice Chair, Farmer, Agricultural Representative  
Steve Bennett, Supervisor, County of Ventura  
Charlotte Craven, Councilperson, City of Camarillo  
Robert Eranio, Director, United Water Conservation District

EXECUTIVE OFFICER  
Jeff Pratt, P.E.

October 29, 2018

Ms. Adele D. Poliquin  
882 Rim Crest Drive  
Westlake Village, CA 91361

RND Camarillo Ranch Partnership  
215 E. Daily Drive #23  
Camarillo, CA 93010

**SUBJECT: CONDITIONAL APPROVAL OF WELL PERMIT APPLICATION FOR APN 230-0-061-010; FCGMA PERMIT NO. 0272**

Dear Ms. Adele D. Poliquin and RND Camarillo Ranch Partnership:

Based on the submitted application and supporting documentation, the proposed well is a replacement well for active well State Well Number (SWN) 01N21W03H02S located on a parcel identified as Assessor's Parcel Number (APN) 230-0-061-090 (50.00 acres). The proposed well is to be located on the adjacent parcel APN 230-0-061-010 (225.22 acres) to the east. The proposed and existing wells are located in the central portion of the parcels, near the western boundaries, which are located in the west central portion of the Pleasant Valley groundwater basin. The well being replaced has provided a groundwater supply for agricultural use on parcels APNs 230-0-061-010 and 230-0-061-090. The proposed well is to serve in the same capacity. Aside from the well being replaced, there are two active wells within approximately 0.43 mile of the proposed well location. The Agency did not review the application for potential well interference.

We have conditionally approved your well permit application as described below. Conditions of well permit approval are:

1. Well SWN 01N21W03H02S is to be destroyed under Ventura County WPD well permit within 1 year of completion of drilling activities.
2. Groundwater extractions from the well are to be reported under the same well group as the well being replaced.
3. The groundwater well is to be registered with the FCGMA.
4. Operation of the well must comply with the FCGMA Ordinance Code.
5. No groundwater is to be exported outside of the FCGMA boundary.
6. Groundwater extractions from the extraction facility shall be measured with a calibrated flowmeter.
7. Irrigation systems shall incorporate irrigation best management practices consistent with current industry standards.
8. The well shall be constructed with a sounding tube having a minimum diameter of 1.5 inches.
9. The groundwater extraction allocation (while Emergency Ordinance E is in effect) is based on meeting the Irrigation Allowance Index value, currently set at 1.0 and not exceeding the cap for the zone. Exceeding the values will result in imposition of surcharges. [Note: The FCGMA Board of Directors plans to adopt an ordinance for a new allocation system to replace Emergency Ordinance E and

800 South Victoria Avenue, Ventura, CA 93009-1610  
(805) 654-2014 FAX: (805) 654-3350  
Website: [www.fcgma.org](http://www.fcgma.org)

Ms. Adele Poliquin and RND Camarillo Ranch Partnership

October 29, 2018

Page 2 of 2

historical allocation. Future extractions will be subject to any future ordinances adopted by the FCGMA Board.]

10. While Emergency Ordinance E is in effect, there is to be no new or increased use of groundwater. A new or increased use of groundwater is one that did not exist before April 11, 2014. The combined total annual extractions from the well group, which includes well SWN 01N21W03H02S and the replacement well, **shall not exceed 517.58 acre-feet per year.**

If you have any questions, please call me at (805) 654-2954.

Sincerely,



Kathleen Riedel, CEG  
Groundwater Specialist

Enclosures: (1) Groundwater Extraction Facility Registration Form  
(2) Flowmeter Update Form

Cc: Jeff Pratt, Executive Officer  
Beverly C. Gutierrez

RECEIVED

JAN 22 2025

SCHNEIDERS & ASSOCIATES, L.L.P.

FOX CANYON GROUNDWATER  
MANAGEMENT AGENCY

THEODORE J. SCHNEIDER  
KATHLEEN J. SMITH  
WILLIAM E. WINFIELD\*  
GEORGIANNA REGNIER  
ERIC HIRSCHBERG

Of Counsel

DEBORAH A. PERKINS  
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GEOFF SINDON

\*Board Certified Business Bankruptcy Law  
American Board of Certification  
\*\*Registered Patent Attorney

ATTORNEYS AT LAW



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300 E. ESPLANADE DRIVE  
SUITE 1980  
OXNARD, CA 93036

2945 TOWNSGATE ROAD  
SUITE 200  
WESTLAKE VILLAGE, CA 91361

Reply to Oxnard Office

Writer's email: [rschneider@rsteel.com](mailto:rschneider@rsteel.com)

October 4, 2018

SENT VIA: CERTIFIED MAIL

Fox Canyon Groundwater Management Agency  
800 S. Victoria Avenue  
Ventura, Ca 93001

**RE: Fox Canyon Approval Letter / FCGMA Well Application No. 0272**

Dear Sir or Madam:

Please be advised the undersigned is counsel for the Trustee of the Daily Family Trust, which is the owner of that certain Assessor's Parcel No. 230-0-061-090, on which property the original well is located and is a subject of the above-referenced Well Application. This letter shall serve as acknowledgement and support of drilling a replacement well on Assessor's Parcel NO. 230-0-061-010. The original well and the contemplated replacement well has and will continue to serve both parcels.

If you have any questions or concerns, please feel free to contact the undersigned. Thank you for your cooperation.

Very truly yours,

SCHNEIDERS & ASSOCIATES, L.L.P.

ROY SCHNEIDER

RECEIVED

OCT 09 2018

FOX CANYON GROUNDWATER  
MANAGEMENT AGENCY





## County of Ventura WELL PERMIT

800 South Victoria Avenue; Ventura, CA 93009

<b>Property Owner</b>	DAILY RICHARD N TR	<b>Driller</b>	UNITED WELL SERVICES, INC.
<b>Address</b>	882 Rim Crest Dr Westlake Village, CA 91361	<b>Address</b>	6400 PRICE WAY BAKERSFIELD, CA 93308
<b>Telephone</b>	(805) 642-0211	<b>Telephone</b>	(661) 392-8000

<b>Type of Work</b>	<b>Water Supply Well - Destruction</b> <b>Replacement Water Well - New</b>	<b>Sealing Zone</b>	2	<b>Main Use</b>	Agricultural
<b>SWN</b>	01N21W03H02S	<b>ID</b>	8716	<b>APN</b>	230-0-061-090
<b>SWN (Partial)</b>	01N21W03E		NA		230-0-061-010
<b>Fee</b>	\$865.00	<b>Receipt No.</b>	631339	<b>Prep by:</b>	Jeff Dorrington
<b>Well Location</b>	Pleasant Valley Rd & Las Posas Rd	<b>Proposed</b>	<b>Well Depth</b> 900 ft	<b>Bore Diameter</b> 26 in	
<b>Basin</b>	Pleasant Valley	<b>Construction</b>	<b>Perforations</b> Top-620 ft Bottom-900 ft		

### GENERAL CONDITIONS

1. Permit issue and expiration dates are as follows:

**Issue Date:** 11/01/2018

**Expiration Date:** 05/01/2019

**The Contractor shall keep a copy of this approved permit at the work site.**

2. Property Owner and his Driller ("Contractor") shall comply with all provisions of Ventura County Well Ordinance No. 4468, and all applicable State of California and local regulations pertaining to well construction, repair, modification and destruction.
3. All work involved in installation of the well, including but not limited to drilling, installation of casing, placement of gravel pack, and placement of sealing material shall be performed by a licensed water well contractor (C-57), who must also be registered with the Watershed Protection District, Groundwater Section ("District").
4. Contractor shall retain all drilling fluids and groundwater discharges within the drilling site, unless an NPDES permit has been obtained from the California Regional Water Quality Control Board, Los Angeles Region. The NPDES permit shall be obtained prior to drilling operations.

### WELL DESTRUCTION

5. Pump, motor, and all debris, pollutants and contaminants shall be removed from the well. **All debris shall be removed to a depth of 120 feet.**

#### 6. Sealing Requirements:

- The well completion report indicates the well has a proper annular seal. No perforation of casing is required.
- Concrete, cement grout or neat cement annular sealing material shall be placed in the casing at the following depths:

**From a depth of 120 feet to 5 feet.**

Where an annular seal exists, neat cement, concrete or cement grout may be placed in the casing at the indicated depths.

All cement sealing material shall be placed by means of a grout pipe positioned within 2 feet of the base of the sealing zone. For Sealing Zones 1 and 2, if the standing water level in the casing is below the base of the sealing zone and the sealing depth is 25 feet or less, a grout pipe will not be necessary.

Revised 02/13/2015

**County of Ventura  
WELL PERMIT**

800 South Victoria Avenue; Ventura, CA 93009

c. The casing shall be filled with clean sand, gravel or cement sealing material at all depths not to be sealed.

d. The Groundwater Section Inspector shall inspect all casing perforation work and placement of sealing material. **Provide a minimum 48-hour advance notice. Call (805) 654-2024 or 654-2907 to arrange for this inspection. Inspector availability cannot be guaranteed without this minimum advance notice.**

**NEW WELL CONSTRUCTION**

7. All required structural setbacks must be met along with the minimum separation from sewage lines, septic tanks, leach fields, cesspools, seepage pits, and animal or fowl enclosures in accordance with California Department of Water Resources Bulletin 74-90.

8. Well must be constructed with a sounding tube, taphole with plug, or similar access for water level measuring equipment.

9. **Sealing Requirements:**

a. Annular Sealing material shall be placed **from a depth of 120 feet to ground surface.**

b. Concrete, cement grout or neat cement annular sealing material shall be placed by means of a grout pipe positioned within 2 feet of the base of the sealing zone. For Sealing Zones 1 and 2, if the standing water level in the annulus is below the base of the sealing zone and the sealing depth is 25 feet or less, a grout pipe will not be necessary.

c. A concrete base or pad shall be constructed at ground surface around the top of the well casing and shall contact the annular seal. The pad shall extend at least two feet laterally in all directions from the outside of the well boring and shall be a minimum of 4 inches thick. The upper surface of the concrete base and ground surface immediately surrounding the base shall slope away from the top of the well casing.

d. Diameter of the well bore shall be a minimum of 4 inches larger than the outside diameter of the casing for the full depth of seal.

e. Permanent conductor casings must be sealed following the requirements listed above. Sealing depth requirement is waived.

f. The Groundwater Section Inspector shall inspect all placement of sealing material. **Provide a minimum 48-hour advance notice. Call (805) 654-2024 or 654-2907 to arrange for this inspection. Inspector availability cannot be guaranteed without this minimum advance notice.**

g. Annular seal on well casing must be allowed to set for a minimum of 24 hours before construction operations on the well can be resumed.

10. After work involved in installation of the well is completed, a cover shall be placed over the top of the casing that locks or requires tools to remove until such time as a pump is installed and the top of the casing is securely covered. If a pump is not installed within 365 days, the County will classify the well as abandoned. If the well becomes abandoned the Property Owner shall obtain a well destruction permit from the District and destroy it within 60 days.

11. **Borehole Destruction Requirements:**

a. If the well is not completed, the borehole shall be destroyed immediately.



## County of Ventura WELL PERMIT

800 South Victoria Avenue; Ventura, CA 93009

b. The borehole shall be filled with clean sand, gravel or cement sealing material **from the base of the borehole to within 120 feet of ground surface**. Neat cement, concrete, or cement grout shall be placed **from a depth of 120 feet to within 5 feet of finish grade** by means of a grout pipe positioned within 2 feet of the base of the sealing zone. If the standing water level in the borehole is below the base of the sealing zone and the sealing depth is 25 feet or less, a grout pipe will not be necessary. Bentonite chips, inert imported fill or clean native materials shall be placed from a depth of 5 feet to ground surface

### 12. Post Requirements:

a. Well Completion Report: Within 30 days after well installation work is completed, the Contractor shall submit a copy of the DWR Well Completion Report to the Division. Mail report to County of Ventura – Watershed Protection District, Groundwater Section; Attn: Barbara Council (Re: WCR); 800 South Victoria Avenue; Ventura, CA 93009-1600. **Failure to submit this report within 30 days will preclude Well Owner and his Contractor from obtaining future permits until report is received and may result in the issuance of a Notice of Non-Compliance and Administrative Fines may be imposed.**

b. Water Quality Sampling and Analysis: Within 60 days after pump has been installed, Property Owner shall submit results of a water quality analysis to the Groundwater Section. A water sample shall be collected from the well and tested for General Minerals. Testing shall be conducted by a State DOHS approved laboratory. Mail analysis to County of Ventura – Watershed Protection District, Groundwater Section; Attn: Barbara Council (Re: WQS); 800 South Victoria Avenue; Ventura, CA 93009-1600. **Failure to submit analysis within 60 days will preclude Property Owner from obtaining future permits until results of sampling are received and may result in the issuance of a Notice of Non-Compliance and Administrative Fines may be imposed.**

### 13. Post Sealing Conditions

Work such as installation of pump, flowmeter, etc., does not require a C-57 license. This work should be performed by an appropriately licensed contractor.

a. Well discharge piping shall contain a water sampling port or valve for obtaining water samples for water quality analysis.

b. If pump discharge pipes do not discharge or open to the atmosphere a backflow prevention device or check valve must be installed to prevent backflow and/or siphonage into the well. Irrigation well systems or other well systems that employ chemical feeders or injectors shall be equipped with a backflow prevention device or check valve.

c. Water well shall be equipped with a flow meter. Flow meters will be calibrated and a report submitted to the Agency at a minimum of every three years.

d. The Groundwater Section Inspector shall inspect completed well to confirm installation of taphole with plug, or similar access for water level measuring equipment, water sampling port or valve, and concrete base or pad, check valve/backflow prevention device, and flowmeter (if it is required by the conditions of this permit). **Call (805) 654-2024 or 654-2907 to arrange for this inspection.**

14. The information contained in the Application for Well Permit becomes a part of this permit.

Manager, Groundwater Section

Date 5-Nov-2018



**County of Ventura  
WELL PERMIT**

800 South Victoria Avenue; Ventura, CA 93009

**WELL DESTRUCTION**

Perforation of casing observed by NA Date NA  
Inspector Signature

Placement of seal observed by \_\_\_\_\_ Date \_\_\_\_\_  
Inspector Signature

**NEW WELL**

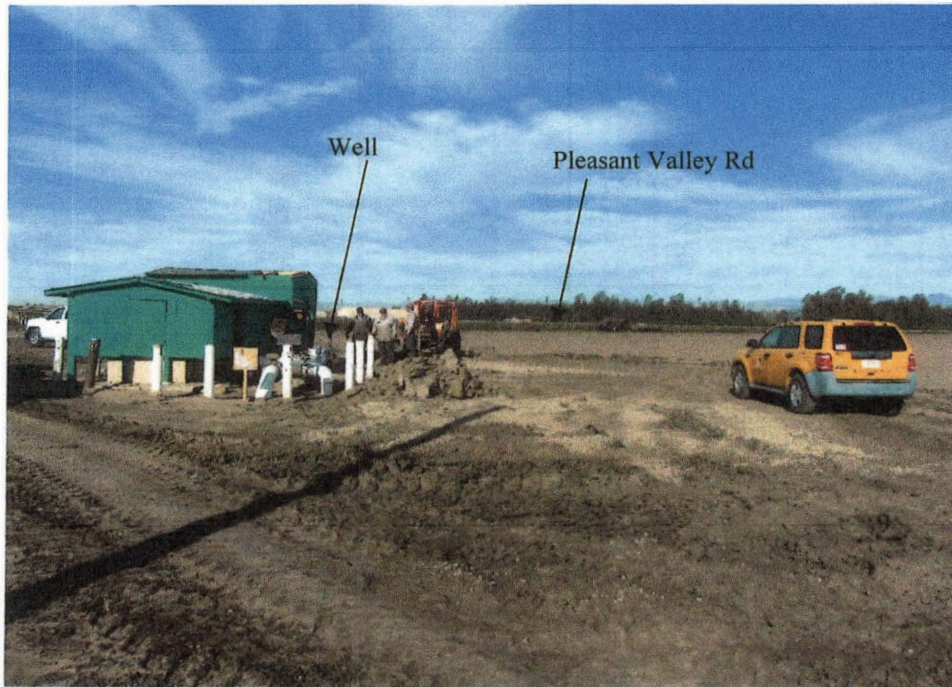
Inspector observed placement of annular seal as required by permit conditions.

Inspector Signature \_\_\_\_\_ Date \_\_\_\_\_

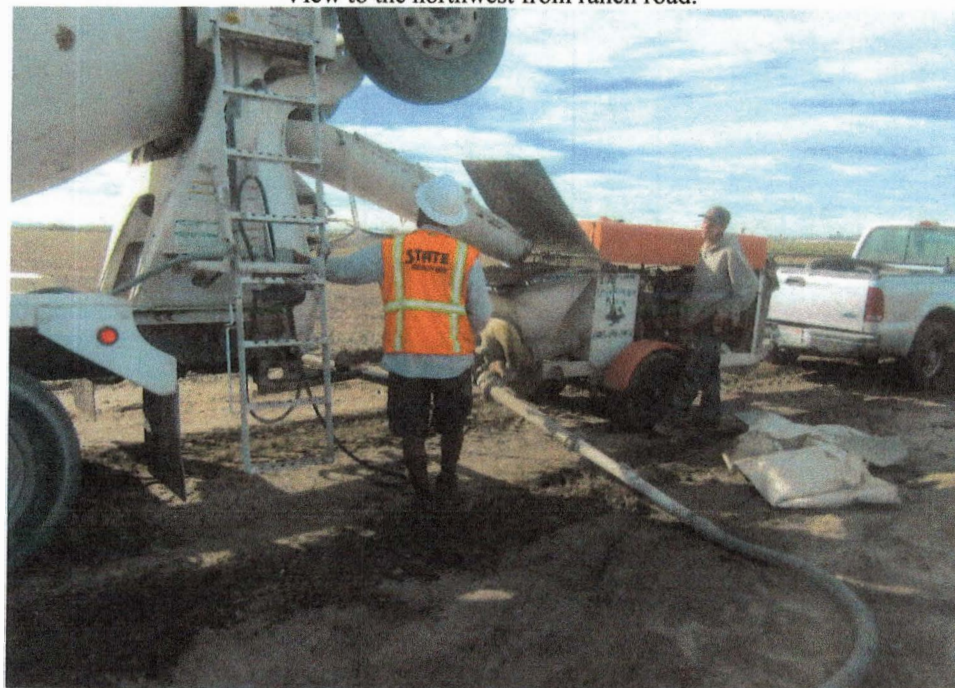


## WATER WELL SEALING RECORD PHOTOS

Permit #	GWP-08309
SWN	01N21W03H02S
Date	12/20/2018
Taken by	Barbara Council



View to the northwest from ranch road.



Delivery of neat cement.



## WATER WELL SEALING RECORD PHOTOS

Permit #	GWP-08309
SWN	01N21W03H02S
Date	12/20/2018
Taken by	Barbara Council



Placement of neat cement by steel trim pipe.



Neat cement seeping from casing where it is cut 5 ft down.



Neat cement to surface inside casing.

## WELL SEALING RECORD

34 12 04.7 256907811  
 119 03 37.0 167 999.840  
 PERMIT # 8309

START DATE 11/01/18  
 EXPIRATION DATE 05/01/19

☒ NEW WELL ☐ DESTRUCTION ☐ OTHER

10-sack sand cement slurry

TYPE OF MATERIAL USED

WELL #	DELIVERED TO SITE Cu. Yd.	LEFT OVER Cu. Yd.	USED FOR SEALING Cu. Yd.	BOREHOLE Diameter (NEW WELLS)	WELL CASING Diameter	DEPTH OF SEAL	
						FROM	TO
<input type="checkbox"/> MIX ON SITE	8 yd <sup>3</sup>	0.25 yd <sup>3</sup>	~ 7.75 yd <sup>3</sup>	46	36	32	0
<input type="checkbox"/> MIX ON SITE					16"	120	0
<input type="checkbox"/> MIX ON SITE	7 yd <sup>3</sup>	~ 2 yd <sup>3</sup>	~ 5 yd <sup>3</sup>				

destruction

METHOD OF SEALING PLACEMENT: ☒ GROUT PIPE ☐ DROP ☐ OTHER

NUMBER OF GROUT PIPE SECTIONS 2 LENGTH OF EACH SECTION  
21 FEET

## (DESTRUCTION ONLY)

CONFIRMATION THAT THE CASING WAS RIPPED OR PREFORATED AS REQUIRED BY THE PERMIT.

## REMARKS:

Conductor 11/08/18 BC observed placement of 10-sack sand cement slurry from 46 ft bgs to surface using 12 ft of trim pipe. They pushed the trim pipe with attached hose down 2 ft bgs until sealing material came up in hole.

Final seal placed on a Saturday when staff could not be present.

DESCRIBE ANY VARIANCE IN THE SEALING METHOD OR MATERIAL FROM PERMIT CONDITIONS; OR ANY OTHER FACTORS WHICH, IN YOUR ESTIMATION, MIGHT HAVE CAUSED THE SEALING OPERATION TO BE LESS THAN SATISFACTORY

Destruction BC observed placement of neat cement from 120 ft bgs to surface using 2.5" diameter steel trim pipe.

## IN MY OPINION, THE WELL SEALING WAS:

☒ SATISFACTORY

☐ UNSATISFACTORY FOR REASONS DESCRIBED ABOVE

## OPTION:

☒ ATTACHED PHOTO OF SITE AND IMMEDIATE VICINITY

☒ ATTACHED CEMENT TRUCK REPORT

☐ OTHER

INSPECTION SERVICES  
 START 1:00  
 COMPLETED 3:30

11/08

12/20 Start 10:00

Comp 11:15

DATE SEALED: 12/20/18

Barbara Darnell  
 INSPECTOR

12/20/2018  
 DATE



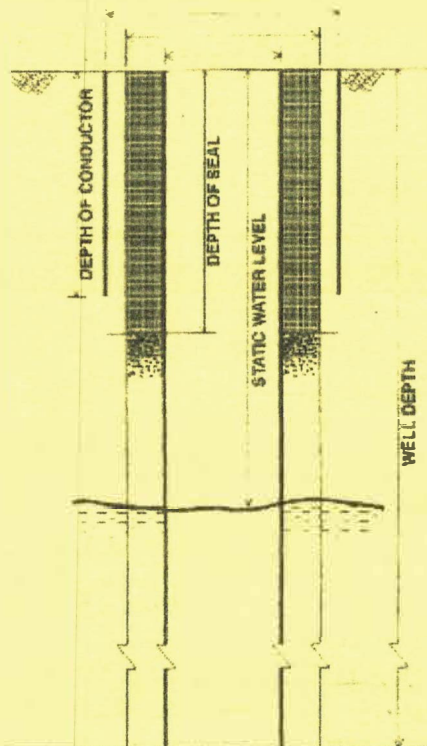
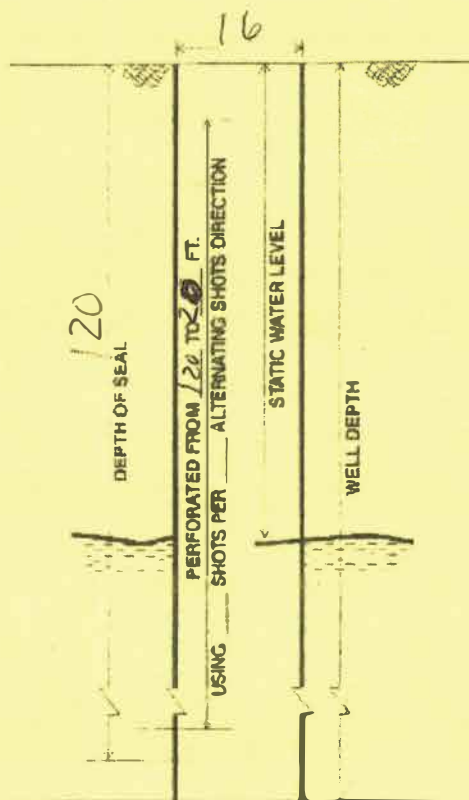
34 12 5.0  
119 03 44.0

# INSPECTION NOTES

PERMIT # 8309

☒ DESTRUCTION

☐ NEW WELL



QUANTITIES OF		WATER	CEMENT	BENTONITE	SAND	GRAVEL	CLAY
<input checked="" type="checkbox"/> NEAT CEMENT (CEMENT SLURRY): CEMENT + WATER					----	----	----
<input type="checkbox"/> CEMENT GROUT: CEMENT + WATER + SAND						----	----
<input type="checkbox"/> CONCRETE: CEMENT + WATER + SAND + GRAVEL							----
<input type="checkbox"/> CLAY PELLETS: SOMETIMES USED AS A SEAL BETWEEN GRAVEL SURROUNDING PERFORATIONS AND CONCRETE SEAL IN SHALLOW (MONITORING) WELLS							

Additional Notes: