

NOTICE AND AGENDA OF REGULAR MEETING

BOARD OF DIRECTORS OF THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY

HELD AT
SANTA YNEZ COMMUNITY SERVICES DISTRICT, MEETING ROOM
1070 FARADAY STREET, SANTA YNEZ, CALIFORNIA
4:00 P.M., THURSDAY, JULY 23, 2026

Optional remote public participation is available via Telephone or TEAMS

To access the meeting via telephone, please dial: [+1 469-998-7311](tel:+14699987311), [2097623355#](tel:2097623355) or via the Web at: [Join the meeting now](#)

“Join a Meeting” - **Meeting ID 294 811 517 405 Meeting Passcode: 4nNRT3**

*** Please Note ***

The above teleconference option for public participation is being offered as a convenience only and may limit or otherwise prevent your access to and participation in the meeting due to disruption or unavailability of the teleconference line. If any such disruption or unavailability occurs for any reason the meeting will not be suspended, terminated, or continued. Therefore in-person attendance of the meeting is strongly encouraged.

AGENDA OF REGULAR MEETING

1. Call to Order and Roll Call
2. Public Comment (Any member of the public may address the Board relating to any non-agenda matter within the Board’s jurisdiction. The time for public comment allotted for each individual shall not exceed three minutes. No action will be taken by the Board at this meeting on any public comment item.)
3. Consent Agenda
 - a. Review and consider approval of meeting minutes for the May 28, 2026 EMA GSA Regular Board Meeting. [\(Packet Pages: 3-7\)](#)
 - b. Review and consider approval of Financial Statements and Warrant List for May-June, 2026. [\(Packet Pages: 8-13\)](#)
4. Citizen Advisory Group (CAG) Meeting Report-Out
5. Action Items [\(Packet Pages: 14-25\)](#)
 - a. Review and consider approval of easement for monitoring well with Chamberlin Ranch.
 - b. Review and approve the EMA GSA FY 2026-27 budget incorporating Board revisions proposed at the May 28, 2026 EMA GSA Board Meeting. [\(Packet Page: 26\)](#)
6. Informational Items
 - a. Receive presentation from Moss, Levy & Hartzheim and file the FY 2024-25 Independent Auditor’s Report.

- b. Verbal Report from Executive Director on the Potential for Consolidation/Streamlining of Annual Reports
 - c. Prop 68 Grant and EMA GSA Initiatives Update
 - d. Well Registration Update
- 7. Consider Date/Time and Need for Future Meetings of the EMA GSA.
 - a. Well Registration Public Workshop Thursday, July 30, 2026 4:00-7:00 PM at SYCSD Meeting Room.
 - b. Next EMA GSA CAG Meeting Thursday, August 20, 2026 at 3:00 PM.
 - c. Next Basin-Wide Joint Special Meeting Friday, September 11, 2026, at 9:00 AM at Buellton City Council Chambers.
 - d. Next EMA GSA Regular Board Meeting Thursday, September 24, 2026 at 4:00 PM at SYCSD Meeting Room.
- 8. Board of Directors Reports and Requests for Future Agenda Items
- 9. Adjournment

[This agenda was posted at least 72 hours prior to the regular meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and ema-SantaYnezWater.org in accordance with Government Code Section 54954. In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency at (805) 457-5065. Advanced notification as far as practicable prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY (EMA GSA) BOARD OF DIRECTORS

Agenda Item 3a: Minutes of the Regular Meeting of May 28, 2026

The following is a summary of the actions taken at the SYRVGB EMA GSA Board of Directors Meeting. The official record for the meeting is the recording that can be found at:
<https://www.ema-santaynezwater.org/ema-gsa-jpa-board-meetings>

Agenda Item	Discussion or Action
1. Call to Order and Roll Call	Chair Orona called the meeting to order at approximately 4:00 PM. Daniel Heimel, Executive Director, called roll to begin the meeting. Chair Orona, Alternate Director Heyden, Director Hartmann, Director Marymee, and Director Joos were present (00:00:01).
2. Public Comment	None (00:00:37).
3. Consent Agenda a. Review and consider approval of meeting minutes for the February 26, 2026 EMA GSA Special Board Meeting. b. Review and consider approval of meeting minutes for the March 13, 2026 SYRVGB Joint Management Area Board Meeting. c. Review and consider approval of Financial Statements and Warrant List for February-April 2026.	Introduction of the Item (00:01:28) Board Discussion (00:08:37) Public Comment None Board Action on Consent Agenda (00:01:56) The Board moved to approve items 3.a. and 3.b. and pulled Item 3.c. from the consent agenda for further discussion. Motion: Director Marymee Second: Director Joos Ayes: All Nays: None Passes: 5-0 The Board moved to approve item 3.c. (00:12:11) Motion: Director Marymee Second: Director Joos Ayes: All Nays: None Passes: 5-0
4. CAG Meeting Report-Out	Introduction of the Item (01:51:35) Agenda Item 4 was moved to follow agenda item 5.g. Board Discussion (01:56:11) Public Comment None
5. Action Items	
5.a. Review and consider approval of First Amendment to Professional	Introduction of the Item (00:15:00) Board Discussion (00:16:48)

Services Agreement with MLJ Environmental for Well Registration and Reporting Platform.	<u>Public Comment</u> None <u>Board Action</u> (00:22:50) The Board moved to approve the First Amendment to the Professional Services Agreement with MLJ Environmental. Motion: Director Hartmann Second: Director Joos Ayes: All Nays: None Passes: 5-0
5.b. Review and consider approval of First Amendment to Professional Services Agreement with GSI Water Solutions for Monitoring Network Improvement Hydrogeologic Support Services.	<u>Introduction of the Item</u> (00:23:43) <u>Board Discussion</u> (00:26:26) <u>Public Comment</u> None <u>Board Action</u> (00:30:43) The Board moved to approve the First Amendment to the Professional Services Agreement with GSI Water Solutions. Motion: Director Joos Second: Director Hartmann Ayes: All Nays: None Passes: 5-0
5.c. Review and consider approval of EMA GSA FY 2026-27 budget.	<u>Introduction of the Item</u> (00:31:09) <u>Board Discussion</u> (00:40:40) <u>Public Comment</u> None <u>Board Action</u> (00:53:45) The Board directed staff to move the hydrogeological engineering budget to the Water Year 2026-27 Annual Report line item, add a line item for the MLJ Environmental software costs for the well registration program, and add a reserve line item. The Board moved to approve the FY 2026-27 budget with these changes and to receive the revised final budget in July 2026 with the option to modify if needed. Motion: Director Hartmann Second: Director Heyden Ayes: All Nays: None Passes: 5-0
5.d. Review and consider approval of easement for monitoring well with Chamberlin Ranch.	<u>Introduction of the Item</u> (00:56:00) <u>Board Discussion</u> (01:02:26)

	<u>Public Comment</u> (01:10:15) Bill Buelow <u>Board Action</u> (01:09:52, 01:12:00) The Board moved to postpone the agreement to the July board meeting and approved reimbursing Chamberlin Ranch \$3,000 for legal counsel. Motion: Director Hartmann Second: Director Marymee Ayes: 4 Abstain: 1 Nays: None Passes: 4-0
5.e. Review and consider approval of Resolution adopting the EMA GSA Bylaws.	<u>Introduction of the Item</u> (01:12:35) <u>Board Discussion</u> (01:14:05) <u>Public Comment</u> (01:38:40) Matt Young <u>Board Action</u> (01:40:53) The Board moved to approve the Bylaws with the inclusion of definitions for the SYRVGB EMA GSA member agencies at the beginning of the document and revision to Article 7 to address timing and context for directors to request agenda items. Motion: Director Marymee Second: Director Joos Ayes: All Nays: None Passes: 5-0
5.f. Review and consider approval of Resolution Authorizing Groundwater Extraction Fee Charges to be Collected on the Tax Roll.	<u>Introduction of the Item</u> (01:42:07) <u>Board Discussion</u> (01:45:28) <u>Public Comment</u> (01:45:49) Brian Macy <u>Board Action</u> (01:47:00) The Board moved to adopt the Resolution authorizing collection of the groundwater extraction fee on the County tax roll and approving the fee rate of \$41.50 for FY 2026-27. Motion: Director Hartmann Second: Director Heyden Ayes: All Nays: None Passes: 5-0
5.g. Review and consider approval of reimbursement to Walking M. Ranches for groundwater extraction fee overpayment associated	<u>Introduction of the Item</u> (01:47:17) <u>Board Discussion</u> (01:49:19) <u>Public Comment</u> (01:50:25) Mike Burchardi

with misreported production.	<u>Board Action</u> (01:51:29) The Board moved to approve the reimbursement to Walking M. Ranches for the groundwater extraction fee overpayment. Motion: Director Hartmann Second: Director Joos Ayes: All Nays: None Passes: 5-0
5.h. Review and consider approval of Fourth Amendment to Professional Services Agreement with Confluence Engineering Solutions for Executive Director Support Services.	<u>Introduction of the Item</u> (01:56:44) <u>Board Discussion</u> (02:01:56) <u>Public Comment</u> (02:15:25) Matt Young Gay Infanti Brian Macy <u>Board Action</u> (02:20:58) The Board directed staff to provide monthly reporting of costs incurred to date relative to the projected burn rate in the future if a cost is heading toward an exceedance, in the form of a two-month report to the Board at its meetings, and to publicize financial reports on the website monthly. The Board moved to approve the Fourth Amendment to the Professional Services Agreement with Confluence Engineering Solutions. Motion: Director Hartmann Second: Director Heyden Ayes: All Nays: None Passes: 5-0
6. Informational Items	
6.a. Receive presentation from GSI on Spring 2026 water level data for the EMA.	<u>Introduction of the Item</u> (02:21:47) <u>Board Discussion</u> (02:23:22) <u>Public Comment</u> (02:26:17) Gay Infanti
6.b. Prop 68 Grant and EMA GSA Initiatives Update i. Stantec work plan for DWR Facilitation Support Services	<u>Introduction of the Item</u> (02:32:13) <u>Board Discussion</u> (02:35:30) The Board requested a digital copy of the well registration facilitation support services presentation (now included on the EMA GSA website in the May 28 meeting details) and directed staff to coordinate with the agency representatives to collaborate on the EMA GSA well registration program. <u>Public Comment</u> (02:39:24) Matt Young Tim Nicely

7. Consider Date/Time and Need for Future Regular and/or Special Meetings of the EMA GSA.	<u>Introduction of the Item</u> (03:15:43) <u>Board Discussion</u> (03:15:57) The Board directed staff to cancel the June 12, 2026 SYRVGB Joint Management Area Special Board Meeting. <u>Public Comment</u> None
8. Board of Directors Reports and Requests for Future Agenda Items	<u>Introduction of the Item</u> (03:16:58) <u>Board Discussion</u> (03:17:04) Director Joos relayed a CAG request to examine the interrelation of groundwater and surface water and potential duplication of work between the Santa Ynez River Water Conservation District and the EMA GSA. <u>Public Comment</u> (03:19:50) Brian Macy
9. Adjournment	Chair Orona adjourned the meeting at approximately 7:21 PM (03:20:59).

EMA GSA

Balance Sheet

As of Jun 30, 2026

		TOTAL
Assets		
Current Assets		
Bank Accounts		
1150 Five Star Bank Ckg		266,234.51
Total for Bank Accounts		\$266,234.51
Accounts Receivable		
1200 Accounts Receivable		0.00
Total for Accounts Receivable		\$0.00
Other Current Assets		
1400 Prepaid Expense		950.00
Total for Other Current Assets		\$950.00
Total for Current Assets		\$267,184.51
Total for Assets		\$267,184.51
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 Accounts Payable		136,979.42
Total for Accounts Payable		\$136,979.42
Other Current Liabilities		
2300 Deposits - Well Verification		0.00
2501 Loan from SYRWCD		112,438.75
2502 Loan from County of SB		112,438.75
2503 Loan from City of Solvang		112,438.75
2504 Loan from ID No. 1		112,438.75
Total for Other Current Liabilities		\$449,755.00
Total for Current Liabilities		\$586,734.42
Total for Liabilities		\$586,734.42
Equity		
3000 Ret Earnings		2,425.67
32000 Unrestricted Net Assets		-252,359.51
Net Income		-69,616.07
Total for Equity		-\$319,549.91
Total for Liabilities and Equity		\$267,184.51

EMA GSA

Profit and Loss

July 1, 2025-June 30, 2026

	TOTAL
Income	
4300 Groundwater Extraction Fee	430,646.14
4500 Grant Revenue	85,127.74
4600 Interest Income	151.62
Total for Income	\$515,925.50
Gross Profit	\$515,925.50
Expenses	
5200 GSA Management/Admin	118,751.14
5310 Audit	15,660.00
5320 Office Expense (incl postage)	1.25
5330 Outside Staff Support	1,418.75
5350 Public Relations	3,251.49
5360 Insurance	4,892.55
5800 Legal Services	45,873.54
6400 Annual Report	51,863.05
6501 GSP - Well Measure & Report Program	41,509.08
6502 GSP - Rate Study	20,460.00
6503 GSP - Update	213,488.22
6504 GSP - Monitoring Network (incl.GDEs)	68,372.50
Total for Expenses	\$585,541.57
Net Operating Income	-\$69,616.07
Net Income	-\$69,616.07

EMA GSA
General Ledger
June 1-30, 2026

	Distribution account	Transaction date	Transaction type	Num	Name	Description	Split	Amount	Balance
1150 Five Star Bank Ckg									
	Beginning Balance								266,906.97
	1150 Five Star Bank Ckg	06/26/2026	Expense	N43241	PIP Marketing Signs Print	Well Registration Mailer - Printing & Postage	6501 GSP - Well Measure & Report Program	-2,817.66	264,089.31
	1150 Five Star Bank Ckg	06/30/2026	Deposit		Santa Barbara County	Barbara Coaut Trace Sy River Valley Gsa	4300 Groundwater Extraction Fee	2,121.96	266,211.27
	1150 Five Star Bank Ckg	06/30/2026	Deposit		Five Star Bank	Interest Deposit	4600 Interest Income	23.24	266,234.51
Total for 1150 Five Star Bank Ckg								-\$672.46	
1400 Prepaid Expense									
	Beginning Balance								950.00
Total for 1400 Prepaid Expense								\$0.00	
2000 Accounts Payable									
	Beginning Balance								6,165.00
	2000 Accounts Payable	06/30/2026	Bill	106697	Aleshire & Wynder	5/1/26-5/31/26 Legal Services	5800 Legal Services	3,096.00	9,261.00
	2000 Accounts Payable	06/30/2026	Bill	1398	Confluence Engineering Solutions, Inc.	1/1/26-3/31/26 Executive Director	5200 GSA Management/Admin	50,792.26	60,053.26
	2000 Accounts Payable	06/30/2026	Bill	107666	Aleshire & Wynder	6/1/26-6/30/26 Legal Services	5800 Legal Services	2,556.00	62,609.26
	2000 Accounts Payable	06/30/2026	Bill	099760151	GeoSystems Analysis, Inc.	Monitoring Network	6504 GSP - Monitoring Network (incl.GDEs)	292.50	62,901.76
	2000 Accounts Payable	06/30/2026	Bill	099760152	GeoSystems Analysis, Inc.	Monitoring Network	6504 GSP - Monitoring Network (incl.GDEs)	3,816.25	66,718.01
	2000 Accounts Payable	06/30/2026	Bill	00515.009-8	GSI Water Solutions, Inc.	5/1/26-5/31/26 5-yr Periodic Evaluation	6503 GSP - Update	22,476.25	89,194.26
	2000 Accounts Payable	06/30/2026	Bill	00515.009-9	GSI Water Solutions, Inc.	6/1/26-6/30/26 5-yr Periodic Evaluation	6503 GSP - Update	14,698.25	103,892.51
	2000 Accounts Payable	06/30/2026	Bill	2341	Santa Ynez Community Services District	5/29/26 Board Room Rental	5350 Public Relations	79.41	103,971.92
	2000 Accounts Payable	06/30/2026	Bill	11288	Onsite Computers & Design Inc	6/29/26 Setup New Shared Mailbox	5350 Public Relations	150.00	104,121.92
	2000 Accounts Payable	06/30/2026	Bill	0012820	MLJ Environmental, LLC	Watermark Core Module 5.1.26-5.30.26	6501 GSP - Well Measure & Report Program	1,585.00	105,706.92
	2000 Accounts Payable	06/30/2026	Bill	0012854	MLJ Environmental, LLC	Watermark Core Module 6.1.26-6.30.26	6501 GSP - Well Measure & Report Program	15,612.50	121,319.42
	2000 Accounts Payable	06/30/2026	Bill	I-12738	Moss Levy & Hartzheim LLP	Audit Services FY 24.25	5310 Audit	15,660.00	136,979.42
Total for 2000 Accounts Payable								\$130,814.42	
2501 Loan from SYRWCD									
	Beginning Balance								112,438.75
Total for 2501 Loan from SYRWCD								\$0.00	
2502 Loan from County of SB									
	Beginning Balance								112,438.75
Total for 2502 Loan from County of SB								\$0.00	
2503 Loan from City of Solvang									
	Beginning Balance								112,438.75
Total for 2503 Loan from City of Solvang								\$0.00	
2504 Loan from ID No. 1									
	Beginning Balance								112,438.75
Total for 2504 Loan from ID No. 1								\$0.00	
3000 Ret Earnings									
	Beginning Balance								2,425.67
Total for 3000 Ret Earnings								\$0.00	
Retained Earnings									
	Beginning Balance								-252,359.51
Total for Retained Earnings								\$0.00	
4300 Groundwater Extraction Fee									
	Beginning Balance								428,524.18
	4300 Groundwater Extraction Fee	06/30/2026	Deposit		Santa Barbara County	Barbara Coaut Trace Sy River Valley Gsa	1150 Five Star Bank Ckg	2,121.96	430,646.14
Total for 4300 Groundwater Extraction Fee								\$2,121.96	
4500 Grant Revenue									
	Beginning Balance								85,127.74

EMA GSA
General Ledger
June 1-30, 2026

	Distribution account	Transaction date	Transaction type	Num	Name	Description	Split	Amount	Balance
Total for 4500 Grant Revenue								\$0.00	
4600 Interest Income									
	Beginning Balance								128.38
	4600 Interest Income	06/30/2026	Deposit		Five Star Bank	Interest Deposit	1150 Five Star Bank Ckg	23.24	151.62
Total for 4600 Interest Income								\$23.24	
5200 GSA Management/Admin									
	Beginning Balance								67,958.88
	5200 GSA Management/Admin	06/30/2026	Bill	1398	Confluence Engineering Solutions, Inc.	1/1/26-3/31/26 Executive Director	2000 Accounts Payable	50,792.26	118,751.14
Total for 5200 GSA Management/Admin								\$50,792.26	
5310 Audit									
	5310 Audit	06/30/2026	Bill	I-12738	Moss Levy & Hartzheim LLP	Audit Services FY 24.25	2000 Accounts Payable	15,660.00	15,660.00
Total for 5310 Audit								\$15,660.00	
5320 Office Expense (incl postage)									
	Beginning Balance								1.25
Total for 5320 Office Expense (incl postage)								\$0.00	
5330 Outside Staff Support									
	Beginning Balance								1,418.75
Total for 5330 Outside Staff Support								\$0.00	
5350 Public Relations									
	Beginning Balance								3,022.08
	5350 Public Relations	06/30/2026	Bill	2341	Santa Ynez Community Services District	5/29/26 Board Room Rental	2000 Accounts Payable	79.41	3,101.49
	5350 Public Relations	06/30/2026	Bill	11288	Onsite Computers & Design Inc	6/29/26 Setup New Shared Mailbox	2000 Accounts Payable	150.00	3,251.49
Total for 5350 Public Relations								\$229.41	
5360 Insurance									
	Beginning Balance								4,892.55
Total for 5360 Insurance								\$0.00	
5800 Legal Services									
	Beginning Balance								40,221.54
	5800 Legal Services	06/30/2026	Bill	106697	Aleshire & Wynder	5/1/26-5/31/26 Legal Services	2000 Accounts Payable	3,096.00	43,317.54
	5800 Legal Services	06/30/2026	Bill	107666	Aleshire & Wynder	6/1/26-6/30/26 Legal Services	2000 Accounts Payable	2,556.00	45,873.54
Total for 5800 Legal Services								\$5,652.00	
6400 Annual Report									
	Beginning Balance								51,863.05
Total for 6400 Annual Report								\$0.00	
6501 GSP - Well Measure & Report Program									
	Beginning Balance								21,493.92
	6501 GSP - Well Measure & Report Program	06/26/2026	Expense	N43241	PIP Marketing Signs Print	Well Registration Mailer - Printing & Postage	1150 Five Star Bank Ckg	2,817.66	24,311.58
	6501 GSP - Well Measure & Report Program	06/30/2026	Bill	0012820	MLJ Environmental, LLC	Watermark Core Module 5.1.26-5.30.26	2000 Accounts Payable	1,585.00	25,896.58
	6501 GSP - Well Measure & Report Program	06/30/2026	Bill	0012854	MLJ Environmental, LLC	Watermark Core Module 6.1.26-6.30.26	2000 Accounts Payable	15,612.50	41,509.08
Total for 6501 GSP - Well Measure & Report Program								\$20,015.16	
6502 GSP - Rate Study									
	Beginning Balance								20,460.00
Total for 6502 GSP - Rate Study								\$0.00	
6503 GSP - Update									
	Beginning Balance								176,313.72
	6503 GSP - Update	06/30/2026	Bill	00515.009-8	GSI Water Solutions, Inc.	5/1/26-5/31/26 5-yr Periodic Evaluation	2000 Accounts Payable	22,476.25	198,789.97
	6503 GSP - Update	06/30/2026	Bill	00515.009-9	GSI Water Solutions, Inc.	6/1/26-6/30/26 5-yr Periodic Evaluation	2000 Accounts Payable	14,698.25	213,488.22
Total for 6503 GSP - Update								\$37,174.50	

EMA GSA
General Ledger
June 1-30, 2026

	Distribution account	Transaction date	Transaction type	Num	Name	Description	Split	Amount	Balance
6504 GSP - Monitoring Network (incl.GDEs)	Beginning Balance								64,263.75
	6504 GSP - Monitoring Network (incl.GDEs)	06/30/2026	Bill	099760151	GeoSystems Analysis, Inc.	Monitoring Network	2000 Accounts Payable	292.50	64,556.25
	6504 GSP - Monitoring Network (incl.GDEs)	06/30/2026	Bill	099760152	GeoSystems Analysis, Inc.	Monitoring Network	2000 Accounts Payable	3,816.25	68,372.50
	Total for 6504 GSP - Monitoring Network (incl.GDEs)							\$4,108.75	

Accrual Basis Tuesday, July 14, 2026 09:06 PM GMTZ

EMA GSA

Check Detail Report

June 1-30, 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	CLEARED	AMOUNT
1150 Five Star Bank Ckg						
06/26/2026	Expense	N43241	PIP Marketing Signs Print	Well Registration Mailer - Printing & Postage	Reconciled	-2,817.66
06/26/2026	Expense	N43241	PIP Marketing Signs Print	Well Registration Mailer - Printing & Postage		2,817.66

RECORDING REQUESTED BY:

Santa Ynez River Valley
Groundwater Basin Eastern
Management Area Groundwater
Sustainability Agency
P.O. Box 7098, Los Osos, CA
93412

WHEN RECORDED MAIL TO:

Santa Ynez River Valley
Groundwater Basin Eastern
Management Area Groundwater
Sustainability Agency
P.O. Box 7098, Los Osos, CA
93412

This instrument is for the benefit of the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency and is entitled to be recorded without fee. (Govt. Code 6103)

DOCUMENTARY TRANSFER TAX \$0.00

**GRANT OF EASEMENT AGREEMENT
FOR GROUNDWATER MONITORING WELLS**

THIS GRANT OF EASEMENT AGREEMENT ("**Agreement**") is entered into as of the ____ day of _____, 2026, by and between the CHAMBERLIN RANCH, LLC ("**Grantor**"), and the SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY ("**Agency**").

WITNESSETH

WHEREAS, Grantor owns that certain real property located at _____ and more particularly described on **EXHIBIT A**, (the "**Grantor's Property**"); and

WHEREAS, the Agency is a groundwater sustainability agency formed pursuant to the Sustainable Groundwater Management Act ("**SGMA**"), whose jurisdiction overlies the eastern portion of the Santa Ynez River Valley Groundwater Basin; and

WHEREAS, pursuant to the Agency's adopted Groundwater Sustainability Plan ("**GSP**"), Santa Ynez River Water Conservation District ("**District**") and Agency have entered into a subgrant agreement that provides for, among other things, the Agency carrying out specified components (or portions thereof) of a state of California grant agreement, pursuant to which the Agency will need to access Grantor's Property. Specifically, in order to carry out the Agency's grant responsibilities, Agency will need to install and maintain groundwater monitoring wells, and implement a well monitoring and reporting program; and

WHEREAS, Grantor has agreed to grant the Agency limited access onto Grantor's Property, subject to the terms and conditions as set forth in this Agreement, for the purpose of installing and maintaining a monitoring well on Grantor's Property.

WHEREAS, the legal description of the specific location of the monitoring well is more particularly described in **EXHIBIT B** attached hereto and incorporated herein by this reference

(**Well Site**); and

WHEREAS, the Agency's installation, use, maintenance, operation, repair, replacement, refurbishment, upgrading, destruction, sealing and closure of, and access to, the monitoring well is to be at no cost to Grantor; and

WHEREAS, Agency requires reasonable access across Grantor's Property in order to comply with its statutory responsibilities; and

WHEREAS, Agency recognizes that the Grantor may wish to modify Grantor's Property in the future and to provide for this potentiality this Agreement expressly allows the Grantor to modify the Agency's access path in the future, so long as the Agency is provided access to the Well Site from public roads.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and made a part hereof.
2. Grantor hereby grants and conveys to Agency a non-exclusive, surface and subsurface easements in gross in, upon and across Grantor's Property for the purposes of developing a monitoring well ("Monitoring Well") at the Well Site. The Agency's development of the Well Site shall only include the installation, use, maintenance, operation, repair, replacement, refurbishment, upgrading, destruction, sealing and closure of the Monitoring Well, as needed. It is agreed that the monitoring well shall only be used for the purpose of monitoring groundwater elevations. The monitoring well shall not be used for the purpose of monitoring groundwater quality without prior written approval from Grantor.
3. Grantor hereby grants and conveys to Agency a nonexclusive in gross access easement across the Grantor's Property for passage to and from public streets and the Well Site (the "**Access Easement**"). The Agency shall use the route designated in writing by Grantor on **Exhibit B** attached hereto. The Grantor may from time to time designate, redesignate, or move the access routes the Agency may use to any location within the Grantor's Property provided that the altered route affords the Agency reasonable vehicular and necessary equipment access between the Well Site and at least one (1) public street. If the Agency believes that an access path designated by Grantor provides inadequate access to the Well Site, Grantor and the Agency agree to engage in good faith negotiations to resolve the dispute. In the event such negotiations are unsuccessful, the Parties agree to mediate the dispute.
4. Grantor hereby grants and conveys to the Agency a nonexclusive easement (the "**Work Easement**") over the Grantor's Property, in the location outlined in blue on Exhibit B attached hereto, solely for the purpose of conducting the work set forth in **EXHIBIT C** hereto (the "**Work**"). Upon completion of any phase of Work, Agency shall restore the portion of the Grantor's Property utilized by Agency in connection with the Work to a condition substantially equal to that existing immediately prior to the commencement of the Work (the "**Restoration**"). Agency and Grantor shall use reasonable efforts, in light of expense and convenience, to minimize any interference with the other's use of the Grantor's Property or the easements granted hereunder. However, Agency shall at all times allow Grantor reasonable vehicular access to the existing gate in the fence located next to the area outlined in blue on Exhibit B attached hereto.

5. This Agreement does not convey to Agency fee simple title to any portion of the Grantor's Property and Grantor shall not obstruct access to the Well Site.

6. The Easement granted herein is subject to all existing fencing, drainage and utility easements, public roads, electrical transmission facilities, and communication lines existing on the date this document is signed by Grantor. Grantor may exercise all potential future uses which do not directly or indirectly interfere with or endanger Agency's exercise of the rights described herein.

7. Schedule or Notice of Access. Agency shall undertake reasonable efforts to notify Grantor at least twenty-four (24) hours in advance of accessing the Grantor's Property pursuant to the access rights granted under this Agreement.

8. Abandonment and Termination of Agreement.

a. Within thirty (30) days after abandonment of the Monitoring Well by the Agency, or receipt of notice from the state of California that the Monitoring Well is no longer required, Agency shall commence the process of closing the Monitoring Well in accordance with all then-applicable laws and regulations and shall complete closure within one hundred eighty (180) days thereafter.

b. Upon the completion of the Monitoring Well's closure, this Agreement shall terminate and Agency shall execute such notice of termination and/or quitclaim and/or reconveyance as Grantor may reasonably require.

9. The Work and the Restoration shall be undertaken at Agency's sole cost and expense and shall be performed in a good and workmanlike manner, and in accordance with all applicable federal, state, and local laws and regulations including, without limitation, all applicable health, safety and environmental laws and regulations.

10. The undersigned specifically represents that they are authorized to execute this Agreement and that the parties have the rights and capacities to perform the acts contemplated by this Agreement.

11. Hold Harmless.

a. Grantor agrees to indemnify and hold harmless Agency, its officers, agents, employees, principals, elected officials, and volunteers from any and all claims, actions or losses, damages, and/or liabilities, including without limitation reasonable attorneys' fees and costs (collectively, "**Claims**"), resulting from bodily injury or property damage occurring on the Grantor's Property and caused by Grantor's negligence or intentional misconduct, but excluding all such Claims to the extent arising out of the negligence or willful misconduct of Agency or its employees, agents, or contractors.

b. Agency agrees to indemnify and hold harmless Grantor and its property manager and their respective officers, agents, employees, principals, and volunteers from any and all Claims resulting from bodily injury or property damage occurring on the Grantor's Property and caused by Agency's negligence or intentional misconduct, but excluding all such Claims to the extent arising out of the negligence or willful misconduct of Grantor or its employees, agents, or contractors.

12. Agency shall cause all contractors entering the Grantor's Property on Agency's behalf to maintain commercial general liability insurance with a combined single limit equal to or exceeding the Minimum Coverage Limits covering bodily injury, personal injury, death and property damage liability per occurrence and in the aggregate insuring Agency against any and all liability arising out of Agency's use of the easements granted herein or related to the exercise of any rights of Agency under this Agreement. All such insurance shall name as additional insureds Grantor and any affiliates designated by Grantor, contain a waiver of the right of subrogation, be primary and non-contributory to Grantor's insurance, be issued by an insurance company having a rating of at least A XII in the current Best's Key Rating Guide, and be issued on an occurrence basis. Prior to entering Grantor's Property, Agency shall deliver to Grantor a certificate and endorsements indicating that such insurance is currently in force. The **"Minimum Coverage Limits"** shall mean one million dollars (\$1,000,000), as adjusted for changes in the CPI since the recording of this Agreement.

13. Except as otherwise indicated herein, all notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, sent by e-mail, sent by facsimile, sent via overnight mail delivery service, or United States mail which is sent by first class, registered or certified with return receipt requested, with proper postage prepaid, in each case address as follows:

Grantor: Chamberlin Ranch, LLC
PO Box 218, Los Olivos, CA. 93441

Agency: Santa Ynez River Valley Groundwater Basin Eastern
Management Area Groundwater Sustainability Agency
P.O. Box 7098, Los Osos, CA 93412

14. Agency acknowledges and agrees that Grantor may use the Grantor's Property for development or other lawful purposes, and Agency agrees to accommodate such development of the Grantor's Property in the exercise of Agency's rights under this Agreement. Specifically, Agency shall maintain Monitoring Well in a clean and presentable manner, free of waste, rubbish, trash, noxious or unpleasant odors, and appreciable noise, and in compliance with applicable law. Agency shall not cause or permit the Monitoring Well to leak or emit liquids or gases or interfere unreasonably with the lawful use of the Grantor's Property by Grantor or by any occupant or invitee. Agency shall promptly repair and restore any Monitoring Well that may be damaged or destroyed, and Grantor shall not interfere with that Work. Grantor and its successors and assigns shall reimburse Agency for the reasonable cost of repairs to any Monitoring Well that is damaged or destroyed by any act of Grantor, its successors, assigns, agents, employees or contractors.

15. This Agreement may be modified or terminated by a written amendment signed by Grantor and Agency; shall be governed by the laws of the State of California; is the complete agreement of the parties and shall be interpreted so far as possible to give validity and force to accomplish the overall purposes expressed in it; and may be executed in any number of counterparts, each deemed to be an original.

16. The Agency and Grantor intend that this document creates recordable easements, and that the recordable easements created herein shall run with the land and be binding upon Grantor's successors and assigns. Agency, its successors and assigns and its and their duly authorized employees, contractors, suppliers and agents and any and all

governmental agencies or authorities that require access to the Grantor's Property in connection with the Work or the Restoration are authorized to enter and inspect the Monitoring Well and all other such rights granted herein pursuant to the terms of this Agreement. Grantor agrees to approve and execute all documentation necessary to create and record this Agreement and right of access.

17. It is intended that during the term of this Agreement, BUT ONLY DURING THE TERM OF THIS AGREEMENT, the Easements set forth in this Agreement shall continue to be a nonexclusive and shall be construed as both against the owner of the Grantor's Property and its respective successors, assigns, agents, servants and representatives.

18. Agency will obtain and maintain any and all current permits and/or licenses required by any department, local, state, and/or federal authority which is required in order for Agency to engage in the use permitted herein. Agency agrees to be responsible for any increase in ad valorem real estate taxes charged to Grantor as a direct result of this Agreement.

19. This Agreement shall be binding upon the successors, assigns, agents and servants of both Grantor and Agency.

20. The Parties hereby agree to mediate each controversy, dispute, or claim between Grantor and Agency arising out of or related to this Agreement (collectively, a "**Controversy**"), by a mediator jointly approved by the Parties. In the event any legal action is subsequently brought by either party, the prevailing party in such action shall be entitled to recover all costs and expenses incurred for prosecution, defense, consultation, or advice in such action or proceeding.

21. Grantor may install any improvements desired by Grantor surrounding the Monitoring Well, so long as the improvements do not deny Agency access to the Monitoring Well.

22. Agency shall repair all damage done to Grantor's Property in connection with the exercise of Agency's rights or the performance of Agency's obligations hereunder and restore the repaired areas to a condition consistent with the surrounding area and in a condition substantially similar to that existing prior to Agency's work, so long as the improvements damaged by the Agency were not installed in violation of this Agreement.

23. In exercising the rights herein granted, Agency and its contractors must use reasonable care and may not unreasonably increase the burden on or make any material changes to Grantor's Property. Agency agrees that it will not commit waste on, maintain a nuisance thereon, or use Grantor's Property in a manner not provided for in this Agreement.

24. Agency shall perform all acts permitted or required hereunder, including without limitation the installation, maintenance, repair, replacement, and removal of the Monitoring Well in accordance with all applicable laws, regulations, and ordinances, in a good and workmanlike manner, using first-class materials and, where required by law, licensed contractors, with due care for the safety of other persons and their property. Agency shall make any permitted excavations in a manner that does the least injury to the surface of the surrounding land. Agency shall use its best efforts to minimize any inconvenience to Grantor's Property and Grantor's tenants and occupants caused by the performance of the acts permitted or required of Agency hereunder.

25. Agency may not use or carry Hazardous Substances on or about Grantor's Property except to the extent in accordance with applicable law, necessary and customary in the use of the Monitoring Well, and reasonable under the circumstances. Agency shall indemnify, defend, and hold harmless Grantor and its property manager and their respective officers, agents, employees, principals, and volunteers from all Claims arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs at or from Grantor's Property and arises from Agency's use or occupancy thereof or is caused by the existence or use of the Monitoring Well, except that Agency shall not be liable under this section for claims resulting solely from the negligence or intentional misconduct of Grantor. **"Hazardous Substances"** means (a) all chemicals, materials, or substances, whether gaseous, solid or liquid, for which the use, storage, handling, generation, treatment, disposal, discharge, release, transportation, clean-up, or notification is subject to any laws, regulations, or ordinances, and (b) all flammables, explosives, radioactive materials, asbestos and other carcinogens, chlorinated biphenyls (PCB's), pesticides, chemicals known to cause reproductive toxicity, petroleum, and petroleum by-products and derivatives, whether or not such substances are subject to regulation under such laws, regulations, or ordinances.

26. Agency shall keep Grantor's Property free from liens arising from any work performed, materials supplied, or obligations incurred by or for Agency.

27. Upon transferring to a third-party fee simple title to Grantor's Property, Grantor (or any successor to Grantor then transferring title) shall have no further obligations hereunder and shall be released automatically from all liability accruing or based upon events occurring after the transfer.

28. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AGENCY

Eastern Management Area
Groundwater Sustainability Agency

GRANTOR:

Chamberlin Ranch

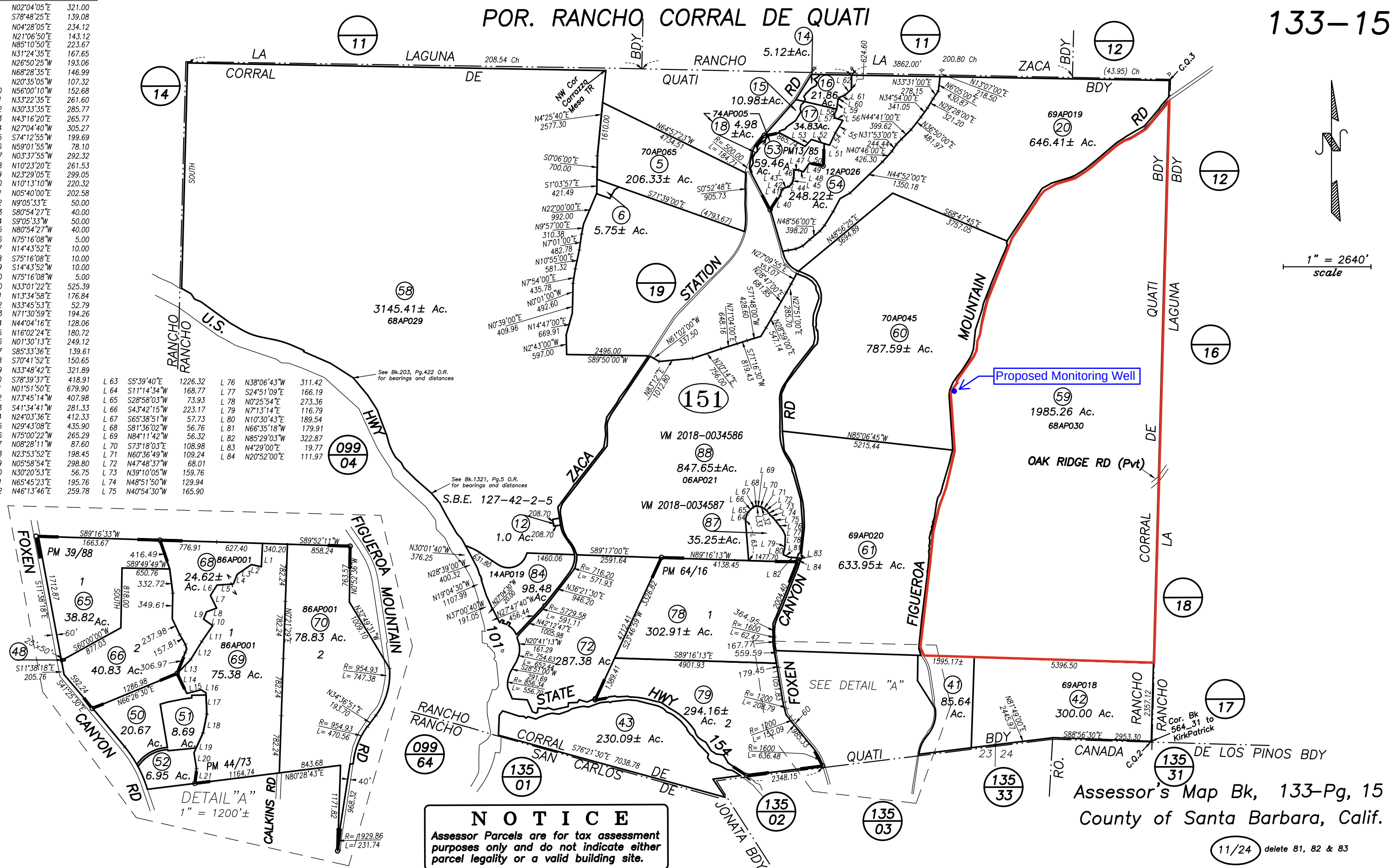
LIST OF EXHIBITS

Exhibit "A"	Legal Description and Map of the Grantor Property
Exhibit "B"	Approximate Location of Work, Well, and Access
Exhibit "C"	Description of Work Activities

Exhibit A

Legal Description and Map of the Grantor Property

L 1	N02°04'05"E	321.00
L 2	S78°48'25"E	139.08
L 3	N04°28'05"E	234.12
L 4	N21°06'50"E	143.12
L 5	N85°10'50"E	223.67
L 6	N31°24'35"E	167.65
L 7	N26°50'25"W	193.06
L 8	N68°28'35"E	146.99
L 9	N20°35'05"W	107.32
L 10	N56°00'10"W	152.68
L 11	N33°22'35"E	261.60
L 12	N30°33'35"E	285.77
L 13	N43°16'20"E	265.77
L 14	N27°04'40"W	305.27
L 15	S74°12'55"W	199.69
L 16	N59°01'55"W	78.10
L 17	N03°37'55"W	292.32
L 18	N10°23'20"E	261.53
L 19	N23°29'05"E	299.05
L 20	N10°13'10"W	220.32
L 21	N05°40'00"E	202.58
L 22	N9°05'33"E	50.00
L 23	S80°54'27"E	40.00
L 24	S9°05'33"W	50.00
L 25	N80°54'27"W	40.00
L 26	N75°16'08"W	5.00
L 27	N14°43'52"E	10.00
L 28	S75°16'08"E	10.00
L 29	S14°43'52"W	10.00
L 30	N75°16'08"W	5.00
L 40	N33°01'22"E	525.39
L 41	N13°34'58"E	176.84
L 42	N33°45'53"E	52.79
L 43	N71°30'59"E	194.26
L 44	N44°04'16"E	128.06
L 45	N16°02'24"E	180.72
L 46	N01°30'13"E	249.12
L 47	S85°33'36"E	139.61
L 48	S70°41'52"E	150.65
L 49	N33°48'42"E	321.89
L 50	S78°39'37"E	418.91
L 51	N01°51'50"E	679.90
L 52	N73°45'14"W	407.98
L 53	S41°34'41"W	281.33
L 54	N24°03'36"E	412.33
L 55	N29°43'08"E	435.90
L 56	N75°00'22"W	265.29
L 57	N08°28'11"W	87.60
L 58	N23°53'52"E	198.45
L 59	N05°58'54"E	298.80
L 60	N30°20'53"E	56.75
L 61	N65°45'23"E	195.76
L 62	N46°13'46"E	259.78



Assessor's Map Bk, 133-Pg, 15
County of Santa Barbara, Calif.

(11/24) delete 81, 82 & 83

Exhibit B

Approximate Location of Work, Well, and Access



Figure 1. Proposed Monitoring Well Location and Work Area Footprint

The proposed well location is:

34.70807094, -120.11218271, (WGS84)

Exhibit C

Description of Work Activities

Work activities will occur in two phases:

1. Well drilling and construction
2. Monitoring of groundwater levels in well

Phase 1

During the first phase of work activities, a drill rig and various support equipment will be utilized to drill and install the monitoring well. It is expected that the monitoring well will be installed to a depth of 300 feet or less. The drilling will be conducted with mud-rotary drilling technology utilizing National Sanitation Foundation (NSF)-certified drilling fluids during the drilling process. Substrate soil cuttings and remnant drilling fluid generated during drilling will be disposed of on the property at a pre-designated location. The drilling and well construction work activities are expected to occur over the course of approximately one to weeks.

Phase 2

Once the monitoring well is installed, the Agency will monitor groundwater levels in the well over a period equivalent to the useful life of the well, or as long as the term of this agreement. It is expected that monitoring events will occur twice per year, during the seasons of spring and fall.

2026-27 EMA GSA Budget

July 1, 2026 - June 30, 2027

<u>Revenues</u>	Adopted FY 25/26	Estimated FYE 2026	Adopted vs Estimated Variance	Proposed FY 26/27	Comment
Member Agency Contributions (reimbursable)	\$ -	\$ -	\$ -	\$ -	
SGMA Grant Reimbursement	\$ 676,672	\$ 405,027	\$ 271,645	\$ 271,645	Remaining DWR Grant Funds
SGMA Fees	\$ -	\$ 455,576	\$ (455,576)	\$ 619,993	Per adopted rate schedule
Interest	\$ -	\$ 183	\$ (183)	\$ 200	
Total Revenue	\$ 676,672	\$ 860,786	\$ (184,114)	\$ 891,838	
<u>Expenses</u>					
<u>Internal Operations/Expenses</u>					
Executive Director	\$ 151,988	\$ 193,751	\$ (41,763)	\$ 208,374	
Revenue Generating Fee Program Administration	\$ 50,000	\$ -	\$ 50,000	\$ -	Include in Exec Dir Exp
IT Support	\$ -	\$ -	\$ -	\$ -	
Grant Development (2 grants)	\$ -	\$ -	\$ -	\$ -	
Outreach Program	\$ -	\$ -	\$ -	\$ -	
Travel & Training	\$ -	\$ -	\$ -	\$ -	
Bookkeeping	\$ 6,386	\$ 1,419	\$ 4,967	\$ -	Include in Exec Dir Exp
Annual Audit	\$ 25,000	\$ 15,000	\$ 10,000	\$ 25,000	SALY
General Liability Insurance	\$ 6,180	\$ 4,893	\$ 1,287	\$ 6,180	SALY
Professional Association Dues (ACWA, etc.)	\$ -	\$ -	\$ -	\$ -	
Miscellaneous (internet, room rental, webpage, postage etc)	\$ 1,030	\$ 3,102	\$ (2,072)	\$ 3,195	3% Inc
Website hosting	\$ 2,348	\$ -	\$ 2,348	\$ 2,418	3% Inc
Member Agency Payback	\$ -	\$ -	\$ -	\$ 100,000	Per Cost Share Agmt
Subtotal Internal Operations/Expenses	\$ 242,932	\$ 218,164	\$ 24,769	\$ 345,168	
<u>Legal (assume not reimbursable)</u>					
General Counsel	\$ 61,800	\$ 46,513	\$ 15,288	\$ 61,800	SALY
Specialized Legal Counsel	\$ 20,600	\$ -	\$ 20,600	\$ 20,600	SALY
Subtotal Legal	\$ 82,400	\$ 46,513	\$ 35,888	\$ 82,400	
<u>Technical Support Services</u>					
Hydrogeologic/Engineering	\$ 50,000	\$ -	\$ 50,000	\$ -	Budget moved to Annl Rpt
Groundwater Level Monitoring	\$ -	\$ -	\$ -	\$ -	
Annual Report	\$ -	\$ -	\$ -	\$ 50,000	
5-Yr GSP Evaluation	\$ -	\$ -	\$ -	\$ -	
GSP Amendment	\$ -	\$ -	\$ -	\$ -	
Well Registration Platform Software	\$ -	\$ -	\$ -	\$ 33,071	MLJ Environmental
Subtotal Technical Support Services	\$ 50,000	\$ -	\$ 50,000	\$ 83,071	
<u>Prop 68 Grant</u>					
Grant Components 2-5 Jul 23-Jun 24	\$ -	\$ -	\$ -	\$ -	
Grant Components 2-5 Jul 24-Jun 25	\$ -	\$ -	\$ -	\$ -	
Grant Components 2-8 FY 25/26 & 26/27	\$ 773,339	\$ 405,027	\$ 368,312	\$ 271,645	Remaining DWR Grant Funds
Subtotal Prop 68 Grant	\$ 773,339	\$ 405,027	\$ 368,312	\$ 271,645	
Contingencies	\$ 75,066	\$ -	\$ 75,066	\$ 75,066	
Reserves	\$ -	\$ -	\$ -	\$ 34,488	
Total Expenses	\$ 1,223,738	\$ 669,704	\$ 554,034	\$ 891,838	
Revenue Minus Expense or Surplus/(Deficit)	\$ (547,066)	\$ 191,082	\$ (738,148)	\$ -	