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July 16, 2020

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VIA US MAIL AND  
EMAIL TO  
gwillis@geoffwillislaw.com

RE: Nojoqui Farms

Dear Mr. Willis,

Your correspondence to this office of June 22<sup>nd</sup> offered three solutions to resolve the on-going access issue relating to the Sunburst Church of Self Realization ("Sunburst") water well located on the Isabella Organic Farms ("Isabella Farms") Parcel via an "easement for water line purposes, repairs and maintenance the same, over, under, upon and along a 10 foot strip of land described" (the "Easement"), that was reserved for the benefit of the Sunburst Parcel in a Grant Deed dated December 29, 1964 and recorded on December 31, 1964 in the Official Records of Santa Barbara County in Book 2085 Page 942. Those three solutions offered by you to resolve the access by Sunburst to its water well site are:

1. The parties can meet and negotiate a reasonable accommodation either in the form of a modified easement or some other agreement in the mutual interests of both parties; or
2. [My] client can remove all of the obstacles currently blocking the easement including an agreement that my client can use the gate without qualification; or
3. [Your] client goes to court and enforces the easement that has been historically used and/or requires that all impediments to the easement be removed forthwith.

Isabella Farms, in good faith, accepted your solution number 2, and in reliance thereof, has spent thousands of dollars to have a surveyor survey the exact location of the Easement (a survey location which you have acknowledged is correct by your own surveyor); removed, or shortly will be completed, all obstacles that were apparently currently blocking the Easement as

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requested, removed some trash containers located on Sunburst Parcel as requested and placed a separate gate at the entry of the Easement on the Isabella Farms Parcel. If a lock is placed on this gate, your client will be given the combination without qualification.

Isabella Farms has now, in good faith, and at a large expense, fully implemented your client's offer to resolve Sunburst's access via its Easement on the Isabella Farms Parcel and its well site, also located on the Isabella Farms Parcel.

You have now requested that Isabella Farms consider continuing its neighborly permission and accommodation to allow Sunburst to access its well site at a location on the Isabella Farms Parcel outside of the Easement upon a route that was permitted, and at time when Isabella Farms thought that Sunburst was a good neighbor.

The realization that Sunburst Farms was not the neighbor they thought they were was when it discovered Sunburst was taking water from its well located on the Isabella Farms Parcel and providing that water to other parcels including that of New Frontiers Holdings.

Isabella Farms requested Sunburst to sever and remove all water lines that Sunburst has placed on the Sunburst Parcel for the supply of water from the water well to parcels other than the Sunburst Parcel.

Your response, Mr. Willis, was a lengthy lecture on water rights, a discourse that was not helpful in addressing and resolving the quantity of water pumped and/or the use of that water that is taken by Sunburst from its well located on the Isabella Farms Parcel.

In your lecture of both Groundwater Rights and Appropriation Rights, you advised that Sunburst will not honor our request and stated that Sunburst "could legally sell its water to Sparkletts for world-wide distribution and exportation", a statement, that is so disingenuous in light of the fact that the quantity of water pumped and taken from its well within the Nojoqui Creek watershed is not only regulated by and under the jurisdiction of the California Department of Fish and

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Wildlife (CDFW), but the quantity of water pumped and taken from this well has serious impacts to Isabella Farms' well.

Since you are not from this area, you are probably not aware of the current serious concerns that the agricultural community and water district have, not only for the Santa Ynez Valley but also that of the Lompoc and Santa Maria Valley, on the drastic decline of the level of groundwater necessitating deeper wells that may or may not be productive. The decline in groundwater water level is noticeable not only along the farms along the Santa Ynez River, but also that of the smaller creeks including the Nojoqui Creek watershed. This decline in the groundwater level, I am told by geologist, is because of the extensive drawdown of water related to the prolific cultivation of cannabis that has been permitted by the County of Santa Barbara. The Santa Barbara County Board of Supervisors recently amended its land use ordinance restricting the area where cannabis can be cultivated and requiring a conditional use permit (CUP) rather than a simple land use permit (LUP).

Mr. Willis, since your response to our requests has been rejected, Isabella Farm has withdrawn its neighborly permission to access its well site at a location on the Isabella Parcel outside of the Easement.

You now assert that the California case of Kosich v. Braz (1967) 247 Cal.App.2d 737, 739 holds, in effect, that "if Sunburst needs more than 10 feet to maintain the well, California law provides that activities reasonably related to the primary purpose of the easement are allowed".

Your assertion is misplaced. The scope and location of a deeded easement are determined by the language of the deed, to the extent it is unambiguous. The language in the 1964 Grant Deed, as earlier stated, is very clear, that it is specifically an "easement for water line purposes, repairs, and maintenance the same, over, under, upon, and along a 10 foot strip of land described". It is very clear under California law that Sunburst, as the holder and dominant tenement of the Easement, that specifically and with clarity describes the specific purpose of the Easement, i.e., water line purpose, and specifically and with clarity describes its location by metes and bounds,

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cannot relocate and/or enlarge the water line easement to allow any activities, including passage of larger vehicles to repair the water line and/or service the well without the mutual consent of both Isabella Farms and Sunburst. Scruby v. Vintage Grapevine (1995) 37 Cal.App.4th 697, Machado v. Southern Pacific (1991) 233 Cal.App.3d 347, and Johnstone v. Bettencourt (1961) 195 Cal.App.2d 538, 541-542 all discuss consent to enlarge or relocate an easement, but there has been no consent given by Isabella Farms to enlarge the easement, either by agreement or enlarged use by Sunburst.

When Flanagan as predecessor to Sunburst in the 1964 Grant Deed reserved the 10 foot wide water line easement on the parcel that he sold to Gelbert, now the Isabella Farms Parcel for the benefit of his parcel, now Sunburst, his obvious intention at the time of the creation of the easement as he set forth in the language of the Easement was for a water line easement at a location that he chose to allow access to the well site for repairs and maintenance which it did. This use did not require passage of large vehicles and smaller vehicles that accessed the well site did not have to outside the easement to do so. Indeed, although we do not know why the easement had a corner, it seems reasonable to believe that the intent was in fact to limit the use of the easement by large vehicles. Sunburst's desire to use it now in that manner does not give it any right to go outside it trespassing on Isabella Farms' land.

Mr. Willis, you apparently recognize this is the law as applied to the facts before us, as one of your suggested resolutions offered to resolve the on-going access issues in your correspondence of June 22<sup>nd</sup> to this office was "the parties can meet and negotiate a reasonable accommodation either in the form of a modified easement or some other agreement in the mutual interest of both parties".

Isabella Farms has fully implemented the acceptance of your offer of resolution of the Sunburst Easement to allow complete and open access on the Isabella Farms Parcel within the Easement to the well site. The "gate" that you mention in your June 29<sup>th</sup> correspondence is never locked to allow complete access to the well site, as earlier mentioned, if a gate is placed at the entry of the Easement, the combination to that lock will always be provided to Sunburst.

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We now consider the easement issue resolved. We will, however, continue to monitor the pending application by Sunburst to the County of Santa Barbara for its CUP to cultivate over 50 acres of cannabis on the Sunburst Parcel with the supply of water for that application that will be taken from this well as to the requirements of CDFW and the impacts to the Isabella Farms well.

Regards,

JACK L. COLLISON

JLC/nlr