APPENDIX A

URBAN WATER MANAGEMENT PLANNING ACT
Section K: California Water Code, Division 6, Part 2.6: Urban Water Management Planning

The following sections of California Water Code Division 6, Part 2.6, are available online at http://www.leginfo.ca.gov/calaw.html.

Chapter 1. General Declaration and Policy §10610-10610.4
Chapter 2. Definitions §10611-10617
Chapter 3. Urban Water Management Plans
   Article 1. General Provisions §10620-10621
   Article 2. Contents of Plans §10630-10634
   Article 2.5. Water Service Reliability §10635
   Article 3. Adoption And Implementation of Plans §10640-10645
Chapter 4. Miscellaneous Provisions §10650-10656

Chapter 1. General Declaration and Policy

10610. This part shall be known and may be cited as the “Urban Water Management Planning Act.”

10610.2.

(a) The Legislature finds and declares all of the following:

(1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.

(2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.

(3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate.

(4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years.

(5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.

(6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.
(7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.

(8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.

(9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.

(b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

10610.4. The Legislature finds and declares that it is the policy of the state as follows:

(a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.

(b) The management of urban water demands and efficient use of urban water supplies shall be a guiding criterion in public decisions.

(c) Urban water suppliers shall be required to develop water management plans to actively pursue the efficient use of available supplies.

Chapter 2. Definitions

10611. Unless the context otherwise requires, the definitions of this chapter govern the construction of this part.

10611.5. “Demand management” means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

10612. “Customer” means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.

10613. “Efficient use” means those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.

10614. “Person” means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.
10615. “Plan” means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities. The components of the plan may vary according to an individual community or area's characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.

10616. “Public agency” means any board, commission, county, city and county, city, regional agency, district, or other public entity.

10616.5. “Recycled water” means the reclamation and reuse of wastewater for beneficial use.

10617. “Urban water supplier” means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

Chapter 3. Urban Water Management Plans


10620.

(a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

(c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.

(d) (1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.
(2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

(c) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.

(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

10621.

(a) Each urban water supplier shall update its plan at least once every five years on or before December 31, in years ending in five and zero.

(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.

(c) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

Article 2. Contents of Plans

10630. It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied.

10631. A plan shall be adopted in accordance with this chapter that shall do all of the following:

(a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a). If groundwater is identified as an existing or planned source of
water available to the supplier, all of the following information shall be included in the plan:

(1) A copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management.

(2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.

(3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(c) (1) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following:

(A) An average water year.

(B) A single dry water year.

(C) Multiple dry water years.

(2) For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.
(d) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

(e) (1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors, including, but not necessarily limited to, all of the following uses:

(A) Single-family residential.

(B) Multifamily.

(C) Commercial.

(D) Industrial.

(E) Institutional and governmental.

(F) Landscape.

(G) Sales to other agencies.

(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.

(I) Agricultural.

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

(f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1) A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following:

(A) Water survey programs for single-family residential and multifamily residential customers.

(B) Residential plumbing retrofit.

(C) System water audits, leak detection, and repair.

(D) Metering with commodity rates for all new connections and retrofit of existing connections.
(E) Large landscape conservation programs and incentives.

(F) High-efficiency washing machine rebate programs.

(G) Public information programs.

(H) School education programs.

(I) Conservation programs for commercial, industrial, and institutional accounts.

(J) Wholesale agency programs.

(K) Conservation pricing.

(L) Water conservation coordinator.

(M) Water waste prohibition.

(N) Residential ultra-low-flush toilet replacement programs.

(2) A schedule of implementation for all water demand management measures proposed or described in the plan.

(3) A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan.

(4) An estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the supplier's ability to further reduce demand.

(g) An evaluation of each water demand management measure listed in paragraph (1) of subdivision (f) that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration shall be given to water demand management measures, or combination of measures, that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do all of the following:

(1) Take into account economic and noneconomic factors, including environmental, social, health, customer impact, and technological factors.

(2) Include a cost-benefit analysis, identifying total benefits and total costs.

(3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.
(4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.

(h) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs, other than the demand management programs identified pursuant to paragraph (1) of subdivision (f), that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in average, single-dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

(i) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

(j) For purposes of this part, urban water suppliers that are members of the California Urban Water Conservation Council shall be deemed in compliance with the requirements of subdivisions (f) and (g) by complying with all the provisions of the “Memorandum of Understanding Regarding Urban Water Conservation in California,” dated December 10, 2008, as it may be amended, and by submitting the annual reports required by Section 6.2 of that memorandum.

(k) Urban water suppliers that rely upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (c).

10631.1.

(a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code,
as identified in the housing element of any city, county, or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

10631.5.

(a) (1) Beginning January 1, 2009, the terms of, and eligibility for, a water management grant or loan made to an urban water supplier and awarded or administered by the department, state board, or California Bay-Delta Authority or its successor agency shall be conditioned on the implementation of the water demand management measures described in Section 10631, as determined by the department pursuant to subdivision (b).

(2) For the purposes of this section, water management grants and loans include funding for programs and projects for surface water or groundwater storage, recycling, desalination, water conservation, water supply reliability, and water supply augmentation. This section does not apply to water management projects funded by the federal American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

(3) Notwithstanding paragraph (1), the department shall determine that an urban water supplier is eligible for a water management grant or loan even though the supplier is not implementing all of the water demand management measures described in Section 10631, if the urban water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the water demand management measures. The supplier may request grant or loan funds to implement the water demand management measures to the extent the request is consistent with the eligibility requirements applicable to the water management funds.

(4) (A) Notwithstanding paragraph (1), the department shall determine that an urban water supplier is eligible for a water management grant or loan even though the supplier is not implementing all of the water demand management measures described in Section 10631, if an urban water supplier submits to the department for approval documentation demonstrating that a water demand management measure is not locally cost effective. If the department determines that the documentation submitted by the urban water supplier fails to demonstrate that a water demand management measure is not locally cost effective, the
department shall notify the urban water supplier and the agency administering the grant or loan program within 120 days that the documentation does not satisfy the requirements for an exemption, and include in that notification a detailed statement to support the determination.

(B) For purposes of this paragraph, “not locally cost effective” means that the present value of the local benefits of implementing a water demand management measure is less than the present value of the local costs of implementing that measure.

(b) (1) The department, in consultation with the state board and the California Bay-Delta Authority or its successor agency, and after soliciting public comment regarding eligibility requirements, shall develop eligibility requirements to implement the requirement of paragraph (1) of subdivision (a). In establishing these eligibility requirements, the department shall do both of the following:

(A) Consider the conservation measures described in the Memorandum of Understanding Regarding Urban Water Conservation in California, and alternative conservation approaches that provide equal or greater water savings.

(B) Recognize the different legal, technical, fiscal, and practical roles and responsibilities of wholesale water suppliers and retail water suppliers.

(2) (A) For the purposes of this section, the department shall determine whether an urban water supplier is implementing all of the water demand management measures described in Section 10631 based on either, or a combination, of the following:

(i) Compliance on an individual basis.

(ii) Compliance on a regional basis. Regional compliance shall require participation in a regional conservation program consisting of two or more urban water suppliers that achieves the level of conservation or water efficiency savings equivalent to the amount of conservation or savings achieved if each of the participating urban water suppliers implemented the water demand management measures. The urban water supplier administering the regional program shall provide participating urban water suppliers and the department with data to demonstrate that the regional program is consistent with this clause. The department shall review the data to determine whether the urban water suppliers in the regional program are meeting the eligibility requirements.
(B) The department may require additional information for any determination pursuant to this section.

(3) The department shall not deny eligibility to an urban water supplier in compliance with the requirements of this section that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of the agencies participating in the project or plan is not implementing all of the water demand management measures described in Section 10631.

(c) In establishing guidelines pursuant to the specific funding authorization for any water management grant or loan program subject to this section, the agency administering the grant or loan program shall include in the guidelines the eligibility requirements developed by the department pursuant to subdivision (b).

(d) Upon receipt of a water management grant or loan application by an agency administering a grant and loan program subject to this section, the agency shall request an eligibility determination from the department with respect to the requirements of this section. The department shall respond to the request within 60 days of the request.

(e) The urban water supplier may submit to the department copies of its annual reports and other relevant documents to assist the department in determining whether the urban water supplier is implementing or scheduling the implementation of water demand management activities. In addition, for urban water suppliers that are signatories to the Memorandum of Understanding Regarding Urban Water Conservation in California and submit annual reports to the California Urban Water Conservation Council in accordance with the memorandum, the department may use these reports to assist in tracking the implementation of water demand management measures.

(f) This section shall remain in effect only until July 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before July 1, 2016, deletes or extends that date.

10631.7. The department, in consultation with the California Urban Water Conservation Council, shall convene an independent technical panel to provide information and recommendations to the department and the Legislature on new demand management measures, technologies, and approaches. The panel shall consist of no more than seven members, who shall be selected by the department to reflect a balanced representation of experts. The panel shall have at least one, but no more than two, representatives from each of the following: retail water suppliers, environmental organizations, the business community, wholesale water suppliers, and academia. The panel shall be convened by January 1, 2009, and shall report to the
Legislature no later than January 1, 2010, and every five years thereafter. The department shall review the panel report and include in the final report to the Legislature the department's recommendations and comments regarding the panel process and the panel's recommendations.

**10632.** The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:

(a) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions which are applicable to each stage.

(b) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.

(c) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.

(d) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.

(e) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.

(f) Penalties or charges for excessive use, where applicable.

(g) An analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.

(h) A draft water shortage contingency resolution or ordinance.

(i) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

**10633.** The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water
supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

10634. The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

Article 2.5. Water Service Reliability

10635.

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand
assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

(b) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

c) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.

d) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

Article 3. Adoption and Implementation of Plans

10640. Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630).

The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

10641. An urban water supplier required to prepare a plan may consult with, and obtain comments from, any public agency or state agency or any person who has special expertise with respect to water demand management methods and techniques.

10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing, the plan shall be adopted as prepared or as modified after the hearing.
10643. An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

10644. (a) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

(b) The department shall prepare and submit to the Legislature, on or before December 31, in the years ending in six and one, a report summarizing the status of the plans adopted pursuant to this part. The report prepared by the department shall identify the exemplary elements of the individual plans. The department shall provide a copy of the report to each urban water supplier that has submitted its plan to the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans submitted pursuant to this part.

(c) (1) For the purpose of identifying the exemplary elements of the individual plans, the department shall identify in the report those water demand management measures adopted and implemented by specific urban water suppliers, and identified pursuant to Section 10631, that achieve water savings significantly above the levels established by the department to meet the requirements of Section 10631.5.

(2) The department shall distribute to the panel convened pursuant to Section 10631.7 the results achieved by the implementation of those water demand management measures described in paragraph (1).

(3) The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

10645. Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

Chapter 4. Miscellaneous Provisions

10650. Any actions or proceedings to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as follows:
(a) An action or proceeding alleging failure to adopt a plan shall be commenced within 18 months after that adoption is required by this part.

(b) Any action or proceeding alleging that a plan, or action taken pursuant to the plan, does not comply with this part shall be commenced within 90 days after filing of the plan or amendment thereto pursuant to Section 10644 or the taking of that action.

10651. In any action or proceeding to attack, review, set aside, void, or annul a plan, or an action taken pursuant to the plan by an urban water supplier on the grounds of noncompliance with this part, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the supplier has not proceeded in a manner required by law or if the action by the water supplier is not supported by substantial evidence.

10652. The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

10653. The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the State Water Resources Control Board and the Public Utilities Commission, for the preparation of water management plans or conservation plans; provided, that if the State Water Resources Control Board or the Public Utilities Commission requires additional information concerning water conservation to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan prepared to meet federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.

10654. An urban water supplier may recover in its rates the costs incurred in preparing its plan and implementing the reasonable water conservation measures included in the plan. Any best water management practice that is included in the plan that is identified in the “Memorandum of Understanding Regarding Urban Water Conservation in California” is deemed to be reasonable for the purposes of this section.

10655. If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or
applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.

10656. An urban water supplier that does not prepare, adopt, and submit its urban water management plan to the department in accordance with this part, is ineligible to receive funding pursuant to Division 24 (commencing with Section 78500) or Division 26 (commencing with Section 79000), or receive drought assistance from the state until the urban water management plan is submitted pursuant to this article.
APPENDIX B

WATER CONSERVATION BILL OF 2009
Section L: California Water Code, Division 6, Part 2.55: Water Conservation

The following sections of California Water Code Division 6, Part 2.55, are available online at http://www.leginfo.ca.gov/calaw.html.

Chapter 1. General Declarations and Policy §10608-10608.8
Chapter 2. Definitions §10608.12
Chapter 3. Urban Retail Water Suppliers §10608.16-10608.44

Legislative Counsel’s Digest

Senate Bill No. 7
Chapter 4

An act to amend and repeal Section 10631.5 of, to add Part 2.55 (commencing with Section 10608) to Division 6 of, and to repeal and add Part 2.8 (commencing with Section 10800) of Division 6 of, the Water Code, relating to water.

[Approved by Governor November 10, 2009. Filed with Secretary of State November 10, 2009.]

Legislative Counsel’s Digest

SB 7, Steinberg. Water conservation.

(1) Existing law requires the Department of Water Resources to convene an independent technical panel to provide information to the department and the Legislature on new demand management measures, technologies, and approaches. “Demand management measures” means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

This bill would require the state to achieve a 20% reduction in urban per capita water use in California by December 31, 2020. The state would be required to make incremental progress towards this goal by reducing per capita water use by at least 10% on or before December 31, 2015. The bill would require each urban retail water supplier to develop urban water use targets and an interim urban water use target, in accordance with specified requirements. The bill would require agricultural water suppliers to implement efficient water management practices. The bill would require the department, in consultation with other state agencies, to develop a single standardized water use reporting form. The bill, with certain exceptions, would provide that urban retail water suppliers, on and after July 1, 2016, and agricultural water suppliers, on and after July 1, 2013, are not eligible for state water grants or loans unless they comply with the water conservation requirements established by the bill. The bill would repeal, on July 1, 2016, an existing requirement that conditions
eligibility for certain water management grants or loans to an urban water supplier on the implementation of certain water demand management measures.

(2) Existing law, until January 1, 1993, and thereafter only as specified, requires certain agricultural water suppliers to prepare and adopt water management plans.

This bill would revise existing law relating to agricultural water management planning to require agricultural water suppliers to prepare and adopt agricultural water management plans with specified components on or before December 31, 2012, and update those plans on or before December 31, 2015, and on or before December 31 every 5 years thereafter. An agricultural water supplier that becomes an agricultural water supplier after December 31, 2012, would be required to prepare and adopt an agricultural water management plan within one year after becoming an agricultural water supplier. The agricultural water supplier would be required to notify each city or county within which the supplier provides water supplies with regard to the preparation or review of the plan. The bill would require the agricultural water supplier to submit copies of the plan to the department and other specified entities. The bill would provide that an agricultural water supplier is not eligible for state water grants or loans unless the supplier complies with the water management planning requirements established by the bill.

(3) The bill would take effect only if SB 1 and SB 6 of the 2009–10 7th Extraordinary Session of the Legislature are enacted and become effective.

The people of the State of California do enact as follows:

SECTION 1. Part 2.55 (commencing with Section 10608) is added to Division 6 of the Water Code, to read:

Part 2.55. Sustainable Water Use and Demand Reduction

Chapter 1. General Declarations and Policy

10608. The Legislature finds and declares all of the following:

(a) Water is a public resource that the California Constitution protects against waste and unreasonable use.

(b) Growing population, climate change, and the need to protect and grow California's economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.

(c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.
(d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.

(e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.

(f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time, providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.

(g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.

(h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.

(i) Per capita water use is a valid measure of a water provider's efforts to reduce urban water use within its service area. However, per capita water use is less useful for measuring relative water use efficiency between different water providers. Differences in weather, historical patterns of urban and suburban development, and density of housing in a particular location need to be considered when assessing per capita water use as a measure of efficiency.

10608.4. It is the intent of the Legislature, by the enactment of this part, to do all of the following:

(a) Require all water suppliers to increase the efficiency of use of this essential resource.

(b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.

(c) Measure increased efficiency of urban water use on a per capita basis.

(d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20-percent reduction.

(e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.
(f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.

(g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.

(h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.

(i) Require implementation of specified efficient water management practices for agricultural water suppliers.

(j) Support the economic productivity of California's agricultural, commercial, and industrial sectors.

(k) Advance regional water resources management.

10608.8.

(a) (1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.

(2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision (b) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to January 1, 2021. Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.

(3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.

(b) This part does not limit or otherwise affect the application of Chapter 3.5 (commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

(c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water
use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.

(d) The requirements of this part do not apply to an agricultural water supplier that is a party to the Quantification Settlement Agreement, as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002, during the period within which the Quantification Settlement Agreement remains in effect. After the expiration of the Quantification Settlement Agreement, to the extent conservation water projects implemented as part of the Quantification Settlement Agreement remain in effect, the conserved water created as part of those projects shall be credited against the obligations of the agricultural water supplier pursuant to this part.

Chapter 2. Definitions

10608.12. Unless the context otherwise requires, the following definitions govern the construction of this part:

(a) “Agricultural water supplier” means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. “Agricultural water supplier” includes a supplier or contractor for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. “Agricultural water supplier” does not include the department.

(b) “Base daily per capita water use” means any of the following:

1. The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

2. For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

3. For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.
(c) “Baseline commercial, industrial, and institutional water use” means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.

(d) “Commercial water user” means a water user that provides or distributes a product or service.

(e) “Compliance daily per capita water use” means the gross water use during the final year of the reporting period, reported in gallons per capita per day.

(f) “Disadvantaged community” means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.

(g) “Gross water use” means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:

1. Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.

2. The net volume of water that the urban retail water supplier places into long-term storage.

3. The volume of water the urban retail water supplier conveys for use by another urban water supplier.

4. The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.

(h) “Industrial water user” means a water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.

(i) “Institutional water user” means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.

(j) “Interim urban water use target” means the midpoint between the urban retail water supplier's base daily per capita water use and the urban retail water supplier's urban water use target for 2020.
(k) “Locally cost effective” means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater than or equal to the present value of the local cost of implementing that measure.

(l) “Process water” means water used for producing a product or product content or water used for research and development, including, but not limited to, continuous manufacturing processes, water used for testing and maintaining equipment used in producing a product or product content, and water used in combined heat and power facilities used in producing a product or product content. Process water does not mean incidental water uses not related to the production of a product or product content, including, but not limited to, water used for restrooms, landscaping, air conditioning, heating, kitchens, and laundry.

(m) “Recycled water” means recycled water, as defined in subdivision (n) of Section 13050, that is used to offset potable demand, including recycled water supplied for direct use and indirect potable reuse, that meets the following requirements, where applicable:

(1) For groundwater recharge, including recharge through spreading basins, water supplies that are all of the following:

   (A) Metered.

   (B) Developed through planned investment by the urban water supplier or a wastewater treatment agency.

   (C) Treated to a minimum tertiary level.

   (D) Delivered within the service area of an urban retail water supplier or its urban wholesale water supplier that helps an urban retail water supplier meet its urban water use target.

(2) For reservoir augmentation, water supplies that meet the criteria of paragraph (1) and are conveyed through a distribution system constructed specifically for recycled water.

(n) “Regional water resources management” means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:

(1) The capture and reuse of stormwater or rainwater.

(2) The use of recycled water.

(3) The desalination of brackish groundwater.
(4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.

(o) “Reporting period” means the years for which an urban retail water supplier reports compliance with the urban water use targets.

(p) “Urban retail water supplier” means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.

(q) “Urban water use target” means the urban retail water supplier's targeted future daily per capita water use.

(r) “Urban wholesale water supplier,” means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

Chapter 3. Urban Retail Water Suppliers

10608.16.

(a) The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020.

(b) The state shall make incremental progress towards the state target specified in subdivision (a) by reducing urban per capita water use by at least 10 percent on or before December 31, 2015.

10608.20.

(a) (1) Each urban retail water supplier shall develop urban water use targets and an interim urban water use target by July 1, 2011. Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28, and may determine the targets on a fiscal year or calendar year basis.

(2) It is the intent of the Legislature that the urban water use targets described in subdivision (a) cumulatively result in a 20-percent reduction from the baseline daily per capita water use by December 31, 2020.

(b) An urban retail water supplier shall adopt one of the following methods for determining its urban water use target pursuant to subdivision (a):

(1) Eighty percent of the urban retail water supplier's baseline per capita daily water use.
(2) The per capita daily water use that is estimated using the sum of the following performance standards:

(A) For indoor residential water use, 55 gallons per capita daily water use as a provisional standard. Upon completion of the department's 2016 report to the Legislature pursuant to Section 10608.42, this standard may be adjusted by the Legislature by statute.

(B) For landscape irrigated through dedicated or residential meters or connections, water efficiency equivalent to the standards of the Model Water Efficient Landscape Ordinance set forth in Chapter 2.7 (commencing with Section 490) of Division 2 of Title 23 of the California Code of Regulations, as in effect the later of the year of the landscape's installation or 1992. An urban retail water supplier using the approach specified in this subparagraph shall use satellite imagery, site visits, or other best available technology to develop an accurate estimate of landscaped areas.

(C) For commercial, industrial, and institutional uses, a 10-percent reduction in water use from the baseline commercial, industrial, and institutional water use by 2020.

(3) Ninety-five percent of the applicable state hydrologic region target, as set forth in the state's draft 20x2020 Water Conservation Plan (dated April 30, 2009). If the service area of an urban water supplier includes more than one hydrologic region, the supplier shall apportion its service area to each region based on population or area.

(4) A method that shall be identified and developed by the department, through a public process, and reported to the Legislature no later than December 31, 2010. The method developed by the department shall identify per capita targets that cumulatively result in a statewide 20-percent reduction in urban daily per capita water use by December 31, 2020. In developing urban daily per capita water use targets, the department shall do all of the following:

(A) Consider climatic differences within the state.

(B) Consider population density differences within the state.

(C) Provide flexibility to communities and regions in meeting the targets.

(D) Consider different levels of per capita water use according to plant water needs in different regions.

(E) Consider different levels of commercial, industrial, and institutional water use in different regions of the state.
(F) Avoid placing an undue hardship on communities that have implemented conservation measures or taken actions to keep per capita water use low.

(c) If the department adopts a regulation pursuant to paragraph (4) of subdivision (b) that results in a requirement that an urban retail water supplier achieve a reduction in daily per capita water use that is greater than 20 percent by December 31, 2020, an urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may limit its urban water use target to a reduction of not more than 20 percent by December 31, 2020, by adopting the method described in paragraph (1) of subdivision (b).

(d) The department shall update the method described in paragraph (4) of subdivision (b) and report to the Legislature by December 31, 2014. An urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may adopt a new urban daily per capita water use target pursuant to this updated method.

(e) An urban retail water supplier shall include in its urban water management plan required pursuant to Part 2.6 (commencing with Section 10610) due in 2010 the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.

(g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).

(h) (1) The department, through a public process and in consultation with the California Urban Water Conservation Council, shall develop technical methodologies and criteria for the consistent implementation of this part, including, but not limited to, both of the following:

(A) Methodologies for calculating base daily per capita water use, baseline commercial, industrial, and institutional water use, compliance daily per capita water use, gross water use, service area population, indoor residential water use, and landscaped area water use.

(B) Criteria for adjustments pursuant to subdivisions (d) and (e) of Section 10608.24.

(2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its Internet Web site, and make written copies.
available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.

(i) (1) The department shall adopt regulations for implementation of the provisions relating to process water in accordance with subdivision (l) of Section 10608.12, subdivision (e) of Section 10608.24, and subdivision (d) of Section 10608.26.

(2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.

(j) An urban retail water supplier shall be granted an extension to July 1, 2011, for adoption of an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) due in 2010 to allow use of technical methodologies developed by the department pursuant to paragraph (4) of subdivision (b) and subdivision (h). An urban retail water supplier that adopts an urban water management plan due in 2010 that does not use the methodologies developed by the department pursuant to subdivision (h) shall amend the plan by July 1, 2011, to comply with this part.

10608.22. Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph (3) of subdivision (b) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.

10608.24.

(a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.

(b) Each urban retail water supplier shall meet its urban water use target by December 31, 2020.

(c) An urban retail water supplier's compliance daily per capita water use shall be the measure of progress toward achievement of its urban water use target.

(d) (1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:
(A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.

(B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.

(C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.

(2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.

(e) When developing the urban water use target pursuant to Section 10608.20, an urban retail water supplier that has a substantial percentage of industrial water use in its service area, may exclude process water from the calculation of gross water use to avoid a disproportionate burden on another customer sector.

(f) (1) An urban retail water supplier that includes agricultural water use in an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) may include the agricultural water use in determining gross water use. An urban retail water supplier that includes agricultural water use in determining gross water use and develops its urban water use target pursuant to paragraph (2) of subdivision (b) of Section 10608.20 shall use a water efficient standard for agricultural irrigation of 100 percent of reference evapotranspiration multiplied by the crop coefficient for irrigated acres.

(2) An urban retail water supplier, that is also an agricultural water supplier, is not subject to the requirements of Chapter 4 (commencing with Section 10608.48), if the agricultural water use is incorporated into its urban water use target pursuant to paragraph (1).

10608.26.

(a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

(1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.

(2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.
(3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.

(b) In complying with this part, an urban retail water supplier may meet its urban water use target through efficiency improvements in any combination among its customer sectors. An urban retail water supplier shall avoid placing a disproportionate burden on any customer sector.

(c) For an urban retail water supplier that supplies water to a United States Department of Defense military installation, the urban retail water supplier's implementation plan for complying with this part shall consider the United States Department of Defense military installation's requirements under federal Executive Order 13423.

(d) (1) Any ordinance or resolution adopted by an urban retail water supplier after the effective date of this section shall not require existing customers as of the effective date of this section, to undertake changes in product formulation, operations, or equipment that would reduce process water use, but may provide technical assistance and financial incentives to those customers to implement efficiency measures for process water. This section shall not limit an ordinance or resolution adopted pursuant to a declaration of drought emergency by an urban retail water supplier.

(2) This part shall not be construed or enforced so as to interfere with the requirements of Chapter 4 (commencing with Section 113980) to Chapter 13 (commencing with Section 114380), inclusive, of Part 7 of Division 104 of the Health and Safety Code, or any requirement or standard for the protection of public health, public safety, or worker safety established by federal, state, or local government or recommended by recognized standard setting organizations or trade associations.

10608.28.

(a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:

(1) Through an urban wholesale water supplier.

(2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).

(3) Through a regional water management group as defined in Section 10537.

(4) By an integrated regional water management funding area.
(5) By hydrologic region.

(6) Through other appropriate geographic scales for which computation methods have been developed by the department.

(b) A regional water management group, with the written consent of its member agencies, may undertake any or all planning, reporting, and implementation functions under this chapter for the member agencies that consent to those activities. Any data or reports shall provide information both for the regional water management group and separately for each consenting urban retail water supplier and urban wholesale water supplier.

10608.32. All costs incurred pursuant to this part by a water utility regulated by the Public Utilities Commission may be recoverable in rates subject to review and approval by the Public Utilities Commission, and may be recorded in a memorandum account and reviewed for reasonableness by the Public Utilities Commission.

10608.36. Urban wholesale water suppliers shall include in the urban water management plans required pursuant to Part 2.6 (commencing with Section 10610) an assessment of their present and proposed future measures, programs, and policies to help achieve the water use reductions required by this part.

10608.40. Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631. The data shall be reported using a standardized form developed pursuant to Section 10608.52.

10608.42. The department shall review the 2015 urban water management plans and report to the Legislature by December 31, 2016, on progress towards achieving a 20-percent reduction in urban water use by December 31, 2020. The report shall include recommendations on changes to water efficiency standards or urban water use targets in order to achieve the 20-percent reduction and to reflect updated efficiency information and technology changes.

10608.43. The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for
commercial, industrial, and institutional users among various sectors of water use. The report shall include, but not be limited to, the following:

(a) Appropriate metrics for evaluating commercial, industrial, and institutional water use.

(b) Evaluation of water demands for manufacturing processes, goods, and cooling.

c) Evaluation of public infrastructure necessary for delivery of recycled water to the commercial, industrial, and institutional sectors.

d) Evaluation of institutional and economic barriers to increased recycled water use within the commercial, industrial, and institutional sectors.

e) Identification of technical feasibility and cost of the best management practices to achieve more efficient water use statewide in the commercial, industrial, and institutional sectors that is consistent with the public interest and reflects past investments in water use efficiency.

10608.44. Each state agency shall reduce water use on facilities it operates to support urban retail water suppliers in meeting the target identified in Section 10608.16.
APPENDIX C

NOTIFICATION MEMORANDA
MEMORANDUM

TO: City of Sierra Madre
FROM: City of Sierra Madre
SUBJECT: 2010 Urban Water Management Plan Update
DATE: January 12, 2011

The Urban Water Management Planning Act requires every “urban water supplier”1 to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update that plan at least once every five years on or before December 31, in years ending in five and zero. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Sierra Madre (City) is currently in the process of updating our 2010 UWMP.

As an urban water supplier, the City is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City will be reviewing the UWMP and will make amendments and changes, as appropriate. The City invites you to submit comments in anticipation of the development of our 2010 UWMP.

Please provide written comments within the next 15 days to the City. Submit written comments to:

Bruce Inman
Director of Public Works
City of Sierra Madre
232 W. Sierra Madre, CA 91024

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1Section 10617 of the Urban Water Management Planning Act states, “Urban Water Supplier” means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually.

232 W. Sierra Madre Blvd., Sierra Madre, CA 91024
Telephone (626) 355-7135 Fax (626) 355-2251
To: City of Arcadia
From: City of Sierra Madre
Subject: 2010 Urban Water Management Plan Update
Date: January 12, 2011

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232 W. Sierra Madre Blvd., Sierra Madre, CA 91024
Telephone (626) 355-7135 Fax (626) 355-2251
City of Sierra Madre

MEMORANDUM

TO: Raymond Basin Management Board
FROM: City of Sierra Madre
SUBJECT: 2010 Urban Water Management Plan Update
DATE: January 12, 2011

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Bruce Inman
Director of Public Works
City of Sierra Madre
232 W. Sierra Madre, CA 91024

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MEMORANDUM

TO: County of Los Angeles
FROM: City of Sierra Madre
SUBJECT: 2010 Urban Water Management Plan Update
DATE: January 12, 2011

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Director of Public Works
City of Sierra Madre
232 W. Sierra Madre, CA 91024

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MEMORANDUM

TO: Main San Gabriel Basin Watermaster
FROM: City of Sierra Madre
SUBJECT: 2010 Urban Water Management Plan Update
DATE: January 12, 2011

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update that plan at least once every five years on or before December 31, in years ending in five and zero. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Sierra Madre (City) is currently in the process of updating our 2010 UWMP.

As an urban water supplier, the City is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City will be reviewing the UWMP and will make amendments and changes, as appropriate. The City invites you to submit comments in anticipation of the development of our 2010 UWMP.

Please provide written comments within the next 15 days to the City. Submit written comments to:

Bruce Inman
Director of Public Works
City of Sierra Madre
232 W. Sierra Madre, CA 91024

1Section 10617 of the Urban Water Management Planning Act states, "Urban Water Supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually.

232 W. Sierra Madre Blvd., Sierra Madre, CA 91024
Telephone (626) 355-7135 Fax (626) 355-2251
MEMORANDUM

TO: San Gabriel Valley Municipal Water District
FROM: City of Sierra Madre
SUBJECT: 2010 Urban Water Management Plan Update
DATE: January 12, 2011

The Urban Water Management Planning Act requires every “urban water supplier” to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update that plan at least once every five years on or before December 31, in years ending in five and zero. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Sierra Madre (City) is currently in the process of updating our 2010 UWMP.

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Bruce Inman
Director of Public Works
City of Sierra Madre
232 W. Sierra Madre, CA 91024

---

1 Section 10617 of the Urban Water Management Planning Act states, “Urban Water Supplier” means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually.
NOTICE OF PUBLIC HEARING

The City of Sierra Madre will hold a PUBLIC HEARING on May 10, 2011 for the purpose of adopting its 2010 draft Urban Water Management Plan.

The 2010 draft Urban Water Management Plan (Plan) was prepared pursuant to the “Urban Water Management Planning Act”, California Water Code, Sections 10608 through 10656. The State Department of Water Resources requires every urban water supplier to prepare and adopt a Plan and periodically update that plan at least once every five years.

DATE AND TIME OF HEARING

City of Sierra Madre
City Council Meeting
Tuesday, May 10, 2011
(Meeting begins at 6:30 p.m.)

PLACE OF HEARING

City of Sierra Madre
City Council Chambers
232 W. Sierra Madre Blvd.
Sierra Madre, Ca.
91024

At the Public Hearing, the City Council will hear and consider oral and written testimony from any person interested in the proposed Ordinance.

Copies of the draft 2010 Urban Water Management Plan are available for review at Sierra Madre City Hall and at the Sierra Madre Public Library. If you cannot attend the PUBLIC HEARING, you may submit written comments by 5 p.m. on May 10, 2011 to the City of Sierra Madre at 232 West Sierra Madre Boulevard, Sierra Madre, CA, 91024

Posted

Bruce Inman, Director of Public Works

Date

3.3.2011
NOTICE OF PUBLIC LIEN SALE

Notice is hereby given that the undersigned intends to sell the personal property described below to enforce a lien imposed on said property under the California Act for the Production of Offsetting Revenue (Act 129, Chapter 3 of the Revenue and Taxation Code Section 7052), Section 2179a of the U.C.C., Section 335 of the Pencil Code and provisions of any other applicable laws. The undersigned will sell at public sale by competitive bidding on the 31st day of March 2011, at 1:00 P.M., on the premises where said property has been stored and which are located at PASADENA SELF STORAGE, 195 Locust Street, Pasadeno, County of Los Angeles, State of California, the following:

Account Unit# Description
John Klemic—662—boxes, suitcases, frames.
Honoria Robles—208—lawnmower, tools, car bumpers.
Brooks Pinkerings—314—drill press, power saw, tools, tool box.
Clyde S. Eaton—187—suitcases, suitcases.
Julius Johnson—481—skis, boxes.
James Buxx—221—table, desk, sofa, grandfather clock.
Purchases will be made at time of purchase in cash only. All property sold as is where is and must be removed at time of sale. Sale subject to cancellation in the event of a court settlement between owner and obligor.

Notice of Public Hearing

The City of Sierra Madre will hold a PUBLIC HEARING on May 10, 2011 at 6:00 p.m. for the purpose of adopting its 2010 Urban Water Management Plan.

DATE AND TIME OF HEARING:
City of Sierra Madre
City Council Chambers
229 W. Sierra Madre Blvd.
Sierra Madre, Ca. 91024

At the Public Hearing, the City Council will hear and consider oral and written testimony from any person interested in the Plan.

At the hearing, the City Council will hear and consider oral and written testimony from any person interested in the Plan.

The City of Sierra Madre hereby gives notice that the Plan was prepared pursuant to the Urban Water Management Plan Act, and the Public Library of California Code, Sections 10668 through 10669. The State Department of Water Resources provides every urban water supplier to prepare and adopt a Plan and periodically update that plan at least once every 5 years.

DATE AND TIME OF HEARING:
City of Sierra Madre
City Council Chambers
Tuesday, May 10, 2011
(Meeting begins at 6:00 p.m.)

PLACE OF HEARING:
City of Sierra Madre
City Council Chambers
229 W. Sierra Madre Blvd.
Sierra Madre, Ca. 91024

At the Public Hearing, the City Council will hear and consider oral and written testimony from any person interested in the Plan.

Couples of the draft 2010 Urban Water Management Plan are available for review at Sierra Madre City Hall and at the Sierra Madre Public Library. If you cannot attend the Public Hearing, you may submit a comment by mail on May 10, 2011 to the City of Sierra Madre, 229 W. Sierra Madre Blvd. Sierra Madre, Ca. 91024.

For questions, contact Mr. Bruce Hulman, Director of Public Works at (626) 557-7128.

Publish: March 7, 2011
Pasadena Star-News

Ad #: 113669
STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of PASADENA STAR-NEWS, a newspaper of general circulation which has been adjudicated as a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of June 22, 1927, Case Number 225647. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

5/6/11

I declare under penalty of perjury that the foregoing is true and correct.

Executed at West Covina, LA Co. California this ___ day of MAY, 20 11

signature
ACCOUNT NAME & ADDRESS
CITY OF SIERRA MADRE
232 W. SIERRA MADRE BLVD.
ATTN: A/P
SIERRA MADRE CA 91024

START DATE | STOP DATE | DAYS RUN | REFERENCE NUMBER | AD NUMBER | P.O. NUMBER/KEYWORD | CLASS NO. | BUY. PERS | COL X DEPTH | DISCOUNT | NET AMOUNT |
---|---|---|---|---|---|---|---|---|---|---|
03/01/11 | 03/31/11 | 1 | SL136093007A | 13609 | URBAN WATER/CITY OF | 5 | A | 2 X 4.851N | | 195.68 |

FOR INQUIRIES ABOUT YOUR BILL PLEASE CALL 626-962-8811 EXT 2689.

ACCOUNT NAME: CITY OF SIERRA MADRE
ACCOUNT NUMBER: 1L3557135

SEND PAYMENT TO:
SAN GABRIEL VALLEY NEWSPAPER
P.O. BOX 6147
COVINA CA 91722

PLEASE ENTER TOTAL PAID

DEBBIE CHAPMAN
09-08-2011
**LEGAL AD SCHEDULE**

CITY OF SIERRA MADRE
232 W. SIERRA MADRE BLVD.
ATTN. A/P

SIERRA MADRE, CA 91024

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PRINCIPAL CLERK-(S813)

ACCOUNT NO: 1L3557135
DATE ORDERED: 05/04/11
PAGE: 1

**RECEIVED**
MAY 23, 2011
APPENDIX E

RESOLUTION ADOPTING PLAN
RESOLUTION 11-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
ADOPTING THE YEAR 2010 URBAN WATER MANAGEMENT PLAN

WHEREAS, the California Legislature enacted the California Urban Water Management Planning Act (The Act) in 1983 and has amended said Act numerous times since, (California Water Code Section 10610 - 10657); and

WHEREAS, the Act mandates that every urban water supplier providing municipal water directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to develop an Urban Water Management Plan; and

WHEREAS, the City of Sierra Madre is an urban water supplier of water providing water to more than 3,000 customers, and has therefore prepared an Urban Water Management Plan in compliance with the requirements of AB 2853 and the City Council has considered any and all evidence presented at a duly noticed public hearing regarding said Plan by the City Council on May 10, 2011.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sierra Madre as follows:

SECTION 1. The 2010 Urban Water Management Plan on file with the City is hereby adopted and ordered filed with the City Clerk.

SECTION 2. The Director of Public Works is hereby authorized and directed to file a copy of the City’s adopted 2010 Urban Water Management Plan with the California Department of Water Resources.

APPROVED AND ADOPTED by the City Council of the City of Sierra Madre at a regular City Council meeting held on the 10th day of May, 2011.

ATTEST: 

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS.
CITY OF SIERRA MADRE )

I, NANCY SHOLLENBERGER, City Clerk of the City of Sierra Madre, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 10th day of May, 2011, and that it was so adopted by called vote as follows:

AYES: Mayor, John Buchanan, Mayor Pro Tem, Josh Moran (via teleconference), Council Members, MaryAnn MacGillivray, Joe Mosca and Nancy Walsh.
NOES: None
ABSENT: None
ABSTAIN: None

Mayor

City Clerk
APPENDIX F

RAYMOND BASIN JUDGMENT
CITY OF PASADENA, a municipal corporation, Plaintiff,

vs.

CITY OF ALHAMBRA, a municipal corporation, et al., Defendants.

The above-entitled action was brought by plaintiff, City of Pasadena, a municipal corporation, against City of Alhambra, a municipal corporation, City of Monrovia, a municipal corporation, City of Arcadia, a municipal corporation, City of Sierra Madre, a municipal corporation, City of South Pasadena, a municipal corporation, La Canada Irrigation District, San Gabriel County Water District, Lincoln Avenue Water Company, a corporation, The Las Flores Water Company, a corporation, Rubio Canon Land and Water Association, a corporation, Valley Water Company, a corporation, Flintridge Mutual Water Company, a corporation, California-Michigan Land and Water Company, a corporation, and others, for recovery of damages occasioned by the unlawful practices set forth in the complaint.
poration, Mira Loma Mutual Water Company, a corporation, El
Campo Mutual Water Company, a corporation, Sunnyslope Water
Company, a corporation, California Water and Telephone Company,
a corporation, Crown City Ice Company, a corporation, Rancho
Santa Anita, Inc., a corporation, Royal Laundry and Dry Cleaning
Company, a corporation, Alice H. Graves, A. V. Wagner, Eugene E.
Bean, Fred M. Wilcox, and Charles Hueston Hastings, Defendants,
for the purpose of quieting the title of said plaintiff as
against said defendants to the alleged prior and paramount right
of said plaintiff to take, divert and use the waters within the
area involved in the issues of the action situate in the County
of Los Angeles, State of California, and to enjoin each defen-
dant found to own a right to take or divert water from the
Raymond Basin from taking therefrom, in any year, water in such
volume as, when added to the amount which the other parties
shall be adjudged and decreed to be entitled to take and divert,
would result in a total annual diversion from said basin in
excess of the average annual supply of water thereto; and on
July 13, 1939, the above-entitled Court having issued its order
directing said plaintiff to bring in and make parties to said
action Ross M. Lockhard, Pasadena Cemetery Association, a cor-
poration, Altadena Golf Club, a corporation, Henry E. Huntington
Library and Art Gallery, a corporation, Bradbury Estate Company,
a corporation, and East Pasadena Water Company, Ltd., a corpora-
tion, and said Court on the 8th day of November, 1939, having
made its order declaring void the order to bring in new parties
made July 13, 1939, insofar as East Pasadena Water Company, Ltd.,
is concerned, and said defendant having been dismissed from
this action; and

All said parties defendant having been duly served personally with summons and a copy of the complaint, and the issues having been joined; defendant Ross M. Lockhart having answered by his true name Ross M. Lockhart; and Robert A. Millikan, Archer Milton Huntington, Herbert Hoover, William B. Munro and Edwin P. Hubbell, Trustees of the Henry E. Huntington Library and Art Gallery answering for defendant Henry E. Huntington Library and Art Gallery, a corporation; defendants Bradbury Estate Company, a corporation, and Eugene E. Bean having disclaimed any right, title, interest or estate in and to the properties involved in this action, Charles Hueston Hastings, having answered by his true name Charles Hueston Hastings, and since the commencement of this action said defendant Charles Hueston Hastings having died and Ernest Crawford May as Executor of the Last Will and Testament of Charles Hueston, Hastings, deceased, having been substituted for said decedent, and A. V. Wagner having answered and having asserted and claimed a right to water on his own behalf and on behalf of others claiming under and through him, and Canyon Mutual Water Company, a corporation, sued herein as Doe Corporation No. 1, having answered under its true name, and defendant Alice H. Graves having died since the commencement of this action, and Alice Graves Stewart and Katharine Graves Armstrong and Francis P. Graves being the heirs at law of said Alice H. Graves, deceased, and being the residuary legatees under the Last Will and Testament of Alice H. Graves, deceased, and having been substituted by stipulation as parties defendant for said
Alice H. Graves, and plaintiff since the commencement of this action having acquired the water rights owned and claimed by Jacob Bean Securities Company, a corporation, Alice Graves Stewart, Katharine Graves Armstrong and Francis P. Graves, exclusive of the rights of the last named individuals which are hereinafter set forth and defined, and plaintiff having duly filed its supplemental complaint with respect thereto, and the defendant City of Arcadia, since the commencement of this action, having acquired all water rights involved herein of the Rancho Santa Anita, Inc., a corporation, and said defendants having duly filed their supplemental answer with respect thereto, and First Trust and Savings Bank of Pasadena, a corporation, answering as successor in interest to defendant Altadena Golf Club, defendant Sunnyslope Water Company, a corporation, having stipulated that its true name is Sunny Slope Water Company, Chesley E. Osborn and Kathleen M. Osborn having been substituted as parties defendant in the place and stead of defendant Fred M. Wilcox, and Dell A. Schweitzer, executor of the estate of Fred M. Wilcox, deceased; motion of defendant City of South Pasadena for permission to file its amended answer disclaiming any interest or estate in the water and/or water rights in the Raymond Basin as described in plaintiff's complaint, having been granted, and said defendant, City of South Pasadena, having been dismissed from this action, subject to the obligation of said defendant to pay certain costs, plaintiff and certain defendants having jointly filed herein their motion that reference should be made to the Division of Water Resources, Department of Public
Works, State of California, as referee; after hearing thereon, following notice duly served on all defendants not parties to said motion, said Division of Water Resources having been appointed referee herein to investigate all of the physical facts involved herein, and seasonably to report to the Court thereon, and the said referee having filed its report herein and the objections thereto filed with it, a stipulation in writing having been entered into on the 29th day of September, 1943 by and between the attorneys for certain parties, to wit: City of Alhambra, City of Arcadia, California Water and Telephone Company, Canyon Mutual Water Company, Crown City Ice Company, El Campo Mutual Water Company, First Trust and Savings Bank of Pasadena, Flintridge Mutual Water Company, Francis P. Graves, Alice Graves Stewart and Katharine Graves Armstrong, being the heirs of Alice H. Graves, deceased, and being the residuary legatees under the Last Will and Testament of Alice H. Graves, deceased, Las Flores Water Company, Lincoln Avenue Water Company, Ross M. Lockhart, Ernest Crawford May, as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased, Robert A. Millikan, Archer Milton Huntington, Herbert Hoover, William B. Munro and Edwin P. Hubbell, Trustees of the Henry E. Huntington Library and Art Gallery, Mira Loma Mutual Water Company, City of Monrovia, Chesley E. Osborn and Kathleen M. Osborn, Pasadena Cemetery Association, City of Pasadena, Royal Laundry and Dry Cleaning Company, Rubio Canon Land and Water Association, San Gabriel County Water District, City of Sierra Madre, Sunny Slope Water Company, Valley Water Company, A. V. Wagner and those
claiming under and through him, and said stipulation having
been filed herein on the 24th day of November, 1943, requesting
that a certain judgment be entered herein as between said
parties, and stipulating that the amount of water pumped or
otherwise taken by non-parties to this action in the Western
Unit of the Raymond Basin Area as described in Paragraph I of
the proposed judgment attached to said stipulation was 340
acre feet per year and that the amount of water pumped or
otherwise taken by non-parties to this action in the Eastern
Unit of said Raymond Basin Area was 109 acre feet per year,
and the Court on November 24, 1943 having made its order
making each and all of the terms and provisions of said
proposed judgment immediately effective as to said stipulating
parties, and on April 5, 1944 the Court having made its order
appointing and authorizing the Division of Water Resources of
the Department of Public Works of the State of California to
act and serve herein as Watermaster in accordance with the
provisions of the proposed judgment attached thereto and made
a part thereof, and a stipulation between said stipulating
parties and the defendant La Canada Irrigation District
making the defendant La Canada Irrigation District a party to
said stipulation for said judgment and order having been
filed in this Court on April 28, 1944, and this Court on
April 28, 1944 having ordered that during the pendency of
this litigation or until further order of this Court the said
defendant La Canada Irrigation District be made a party to
the stipulation for judgment and order entered into on the
29th day of September, 1943 and filed on the 24th day of
November, 1943, and all objections and exceptions to the Report of Referee, except those of defendant California-Michigan Land and Water Company, having been withdrawn, and defendant Flintridge Mutual Water Company having assigned all its water rights involved herein to defendant Valley Water Company,

This cause came on regularly for hearing of the objections and exceptions of defendant California-Michigan Land and Water Company filed to the Report of Referee and the further trial of the cause between said defendant and the other parties on the 18th day of May, 1944 before the Honorable Frank C. Collier, judge presiding in Department Pasadena A of the above-entitled Court, the Court sitting without a jury; said hearing and trial were held on the following dates in the year 1944, to wit: May 18, May 19, May 23, May 24, May 25, May 31, June 1, June 2, June 6, June 7, June 8, July 20, August 7 and August 8. A. E. Chandler, Esq., Special Counsel, and Harold P. Huls, Esq., City Attorney, appearing as attorneys for plaintiff; Messrs. Goodspeed, McGuire, Harris & Pfaff by Richard C. Goodspeed, Esq., J. Donald McGuire, Esq., and Paul Vallee, Esq., appearing as attorneys for defendant California-Michigan Land and Water Company; Emmett A. Tompkins, Esq., City Attorney, and Kenneth K. Wright, Esq., appearing as attorneys for defendant City of Alhambra; Paul F. Garber, Esq., City Attorney, and Kenneth K. Wright, Esq., appearing as attorneys for defendant City of Monrovia; Kenneth K. Wright, Esq., appearing as attorney for defendant Ross M. Lockhart; Kenneth K. Wright, Esq., appearing
Dunn, Esq., City Attorney, and Kenneth K. Wright, Esq.,
appearing as attorneys for defendant City of Sierra Madre;
Wilton W. Webster, Esq., and Kenneth K. Wright, Esq., appearing
as attorneys for defendant Royal Laundry and Dry Cleaning
Company; Messrs. Bacigalupi, Elkus & Salinger by Claude
Rosenberg, Esq., and Kenneth K. Wright, Esq., appearing as
attorneys for defendant California Water and Telephone Company;
Kenneth K. Wright, Esq., appearing as attorney for defendant
San Gabriel Valley Water Company; Messrs. Merriam, Rinehart &
Merriam by Ralph T. Merriam, Esq., appearing as attorneys for
defendant Pasadena Cemetery Association; Frederick G. Stoehr,
Esq., appearing as attorney for defendant A. V. Wagner;
Messrs. Potter and Potter, by Bernard Potter, Esq., appearing
as attorneys for defendant Mira Loma Mutual Water Company;
Gerald E. Kerrin, Esq. and James C. Bone, Esq., City Attorney,
appearing as attorneys for defendant City of Arcadia; Laurence B.
Martin, Esq., appearing as attorney for defendant Sunny Slope
Water Company; Robert E. Moore, Esq., appearing as attorney
for defendant Lincoln Avenue Water Company; Messrs. Hahn and
Hahn by Edwin F. Hahn, Esq., appearing as attorneys for
defendant The Las Flores Water Company; Messrs. Hahn and Hahn
by Edwin F. Hahn, Esq., appearing as attorneys for defendants
Chesley E. Osborn and Kathleen M. Osborn; and Messrs. Hahn
and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for
defendant Canyon Mutual Water Company, and

All objections and exceptions to the Report of
Referee filed by defendant California-Michigan Land and Water
Company having been overruled by the Court with the exception
of objection 18 which was withdrawn by said defendant, and

Certain stipulations having been entered into by
and between the parties and evidence both oral and documentary
having been introduced and the cause having been submitted to
the Court for its decision upon briefs, and briefs for the
respective parties having been filed and considered, the
Court, being fully advised in the premises, and having made
its findings of fact and conclusions of law, and

The Court, by reason of the stipulation aforesaid
and the findings of fact and conclusions of law, having
rendered its Judgment on December 23, 1944, and such Judgment
having been entered in Book 1491, page 84, on December 26,
1944, and

Pursuant to its reservation of jurisdiction in this
case, and pursuant to appropriate motions, the Court having
modified the Judgment on April 29, 1955; on January 17, 1974;
and on June 24, 1974, and

Plaintiff having moved the Court for an order
further modifying and restating the Judgment as modified,
such motion having come on regularly for hearing on the 16th
day of March, 1984, in Department A of the Northeast District
of this Court, the Honorable Robert M. Olson, Judge, presiding;
and notice of such motion having been duly served on all
defendants and interested parties; and no objections to the
granting of the motion having been filed or made at the hearing;
and good cause having been shown, and the Court having therefore
granted the motion, pursuant to the continuing jurisdiction of
the Court.
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Judgment in this case be modified and restated (including all transfers of rights and prior modifications which remain valid) as follows:

I

There exists in the County of Los Angeles, State of California, a field of groundwater, known and hereinafter referred to as the Raymond Basin Area, and subdivisions thereof herein designated the Eastern Unit and the Western Unit which are shown on the map attached hereto and hereby made a part hereof.

Under existing conditions, the safe yield of said Eastern Unit is 5,290 acre feet per year, and the safe yield of said Western Unit is 25,480 acre feet per year.

The amount of water pumped or otherwise taken by non-parties to this action in said Western Unit is less than 100 acre feet per year, and the amount of water pumped or otherwise taken by non-parties to this action in said Eastern Unit is zero acre feet per year.

The parties hereto pumping from wells or otherwise taking water for beneficial use from the ground in said subdivisions of said Raymond Basin Area are as shown in the table in Paragraph IV hereof.

/ / /
/ / /
As to those parties hereto who are taking or diverting water for beneficial use from any source contributing to the supply of water in the ground in said Raymond Basin Area, each of said parties has the right as against all parties other than the defendant California-Michigan Land and Water Company, no determination as to the existence of such right being made as against it, to continue to divert from such source for such use an amount of water measured by the maximum capacity of its diversion works and other facilities as the same existed at any time within five (5) years prior to October 1, 1937. That said maximum capacities of the said works and facilities of each of said parties in cubic feet per second are as follows:

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<th>Capacity</th>
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<td>Lincoln Avenue Water Company</td>
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<td>Lockhart, Ross M.</td>
<td>1.20</td>
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<td>Pasadena Cemetery Association</td>
<td>0.02</td>
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<td>Eaton Canyon</td>
<td>8.90</td>
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<td>Rubio Canon Land and Water Association</td>
<td>2.20</td>
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<tr>
<td>Sierra Madre, City of</td>
<td>6.00</td>
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Each of said parties, and each of their agents, employees, attorneys, and any and all persons acting by, through, or under them, or any of them, are and each of them is hereby forever enjoined and restrained from increasing its taking or diversion from such source beyond the amount of
such taking or diversion as measured by said maximum capacity
of its diversion works and other facilities.

Each of the said parties, and their successors in
interest, having diversion rights as set forth above in the
Western Unit of the Raymond Basin Area shall have the right
in its discretion to spread the surface water diverted pursuant
to its respective right, and to recapture eighty percent
(80%) thereof by pumping, subject to and upon the following
terms and conditions.

(1) The water shall be spread for percolation into
the underground in the existing water conservation facilities
of the Los Angeles County Flood Control District, or in such
additional spreading grounds as the parties may acquire or con-
struct, or in any natural stream channels leading to such
existing or future spreading grounds, provided that all such
spreading locations shall be located within the Monk Hill Basin
or Pasadena Subarea hydrologic subdivisions of the Western Unit
of the Raymond Basin Area.

(2) A metering device, or devices, shall be installed
and maintained by each diverting party at such party's expense
to measure all amounts of water diverted by such party for
spreading purposes. Such metering facilities, and the continued
accuracy thereof, shall be subject to the approval of the Water-
master and the Los Angeles County Flood Control District, and
all such measurements shall be available to them. The Water-
master, with such assistance as the Los Angeles County Flood
Control District may provide, shall determine and account for
all water diverted for spreading, the amount of water spread
and available for recapture, and the amount so recaptured, and shall include such determinations and accounting in its reports.

(3) In the event that the capacity of any of the spreading grounds of the Los Angeles County Flood Control District is fully utilized for the conservation of natural flows, and water diverted for spreading in such facilities cannot be percolated into the Basin and escapes therefrom, such quantity of water shall be subtracted from the amount diverted for spreading to determine the amount available for recapture. Such losses shall be divided among the parties diverting water for such spreading in proportion to the amounts diverted at the time the loss occurs.

(4) Each such party shall have the right to pump from any wells in the Monk Hill Basin an amount of water equal to eighty percent (80%) of the amount which it has diverted for such spreading therein and which is available for recapture, and the right to pump from any wells in the Pasadena Subarea an amount of water equal to eighty percent (80%) of the amount which it has diverted for such spreading therein and which is available for recapture. Such amounts pumped shall be in addition to the respective Decreed Rights of the parties as provided in the Judgment herein, as modified on April 29, 1955, and in addition to the amounts which can be pumped or otherwise taken under the provisions of Paragraph V hereof. Any amounts recaptured under the terms of this Paragraph shall be pumped in such a manner as not to injure other parties having rights under this Judgment. The effect of such pumping shall be monitored by the Watermaster, and the Watermaster shall report any such injury to the Court.
for appropriate action.

(5) Any additional amounts allowed to be taken as provided in subparagraph (4) above shall be pumped by the end of the next accounting year utilized by the Watermaster following such diversions for spreading. If such pumping does not occur within this period of time, the right to take such amount of water shall be lost.

(6) For accounting purposes, the first water taken from the Western Unit of the Raymond Basin Area during any accounting year, by any party having made diversions for spreading purposes during the previous accounting year, shall be considered by the Watermaster as water pumped pursuant to subparagraph (4) above, unless such water was pumped during the same accounting year in which it was diverted and spread.

(7) The rights provided in subparagraph (4) above shall apply to all water diverted for spreading as required herein after May 1, 1973.

(8) The right to divert for spreading and recapture is an alternative, in whole or in part, to the right to make direct use of such diversions, and does not preclude the direct use of such water, provided that the total amount of water diverted, either for spreading or direct use, does not exceed the respective rights of the parties set forth above.

(9) These provisions concerning the right to spread and recapture by pumping remain subject to the continuing jurisdiction of the Court. Any additional costs incurred by the Watermaster in making determinations, accountings, reports, and monitoring of pumping as required in connection with such
spreading and recapture of water shall be paid by the parties diverting water for spreading in proportion to the amount of water which each party diverts for such purpose. Such costs shall be included as part "C" of the Watermaster's Annual Budget.

III

Each and all of the rights of the parties hereto to pump water from wells or otherwise take water from the ground in said Raymond Basin Area are of equal priority and of the same legal force and effect.

IV

Subject to the provisions of Paragraphs V, VI and XXI hereof, each party hereto is the owner of the right to pump water from wells or otherwise take water from the ground in each of said units in the amount set forth opposite the name of each party in the following table, which said right, for convenience, is designated the "present unadjusted right":

<table>
<thead>
<tr>
<th>PRESENT UNADJUSTED RIGHTS TO TAKE WATER IN RAYMOND BASIN AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eastern Unit</strong></td>
</tr>
<tr>
<td>Arcadia, City of</td>
</tr>
<tr>
<td>Sierra Madre, City of</td>
</tr>
</tbody>
</table>

// /
Western Unit

Alhambra, City of 1,042
Arcadia, City of (including, as successor, the rights of the City of Monrovia) 2,141
California American Water Company (as successor to the California Water and Telephone Company, and including, as successor, the rights of the El Campo Mutual Water Company) 2,324
Crown City Ice Company 0
East Pasadena Water Company (as successor to the California-Michigan Land and Water Company) 521
Henry E. Huntington Library and Art Gallery (as successor to Robert A. Millikan, et al., Trustees of the Henry E. Huntington Library and Art Gallery) 265
Kinneloa Irrigation District (as successor to the rights of Francis P. Graves, et al.; Ross M. Lockhart; A. V. Wagner; Mira Loma Mutual Water Company; Canyon Mutual Water Company; and Chesley E. and Kathleen M. Osborn) 522
La Canada Irrigation District 101
Las Flores Water Company 252
Lincoln Avenue Water Company 573
May, Ernest Crawford, as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased 0
Milum Textile Services Company (as successor to Royal Laundry and Dry Cleaning Company) 111
Pasadena Cemetery Association 92
Pasadena, City of (including, as successor, the rights of the First Trust and Savings Bank of Pasadena) 12,946

/ / /
Rubio Canon Land and Water Association 1,234
San Gabriel County Water District 1,103
Sunny Slope Water Company 1,575
Valley Water Company (including, as successor, the rights of the Flintridge Mutual Water Company) 806

The total of said rights in the Eastern Unit is 3,791 acre feet per year, and the total of said rights in the Western Unit is 25,608 acre feet per year.

V

In order to maintain and protect the supply of water in the ground in said Raymond Basin Area, it is necessary that the respective parties to this action be limited in the exercise of their respective present unadjusted rights, and the right, so limited, in acre feet per year, of each party to pump water from wells or otherwise take water from the ground, in the Western Unit, is as set forth in the table at the end of this Paragraph V, and in the Eastern Unit as set forth in Paragraph VI hereof. Said right, for convenience, is designated the "decree right." In said Western Unit the amount of the decree right of each party hereby is determined by reducing the present unadjusted right of each party as tabulated in Paragraph IV hereof, in the proportion that the safe yield of said unit, less the water taken therein by non-parties hereto, bears to the aggregate of such rights of the parties hereto in said unit. Each of said parties and
each of their agents, employees, attorneys, and any and all persons acting by, through, or under them, are and each of them is, subject to the terms of Paragraph XXI hereof, hereby forever enjoined and restrained on and after July 1, 1944, as to all parties other than California-Michigan Land and Water Company, and on and after July 1, 1945 as to said California-Michigan Land and Water Company, from pumping or otherwise taking from the ground in said Western Unit more water than its decreed right in this Paragraph determined; provided that a party may exceed its decreed right to the extent that it has acquired and exercises the decreed right of any other party, or as may become necessary in the case of an emergency or temporarily for other reasonable cause as determined by the Watermaster, taking into account the basin supply, quality conditions, the impact on other parties, and subject to such conditions as the Watermaster may impose, including whether or not such excess extractions must be made, up in future years; and provided, however, that any of the parties to this action may take in any twelve-month period beginning July 1 for its own beneficial use, and for the release of water for use by other parties or persons pursuant to and in accordance with the Raymond Basin Area Water Exchange Agreement for 1943 and amendment thereto, hereinafter referred to, attached hereto and hereby made a part hereof, an amount not exceeding one hundred ten percent (110%) of its decreed right as fixed herein, plus any amount of allowable underpumping as hereinafter provided. Any such extractions in excess of a party’s decreed right (not including any emergency or temporary
extractions authorized by the Watermaster) shall be made up in the following year, and the amount of water which a party may take under its decreed right in that year shall be reduced by an equivalent amount. If a party in any twelve-month period, beginning July 1, takes less than its decreed right, or less than the amount allowed after reduction for any excess extractions, the amount of such underpumping, but not exceeding ten percent (10%) of its decreed right or such additional amount as the Watermaster may allow for an emergency or other reasonable cause, may be carried over and taken during the next succeeding year. The yearly period from July 1 to June 30 hereby is adopted and shall be used in the administration and enforcement of this Judgment.

DECREED RIGHTS TO TAKE WATER FROM THE GROUND IN SAID WESTERN UNIT IN ACRE FEET PER YEAR

<table>
<thead>
<tr>
<th>Company</th>
<th>Acre Feet Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alhambra, City of</td>
<td>1,031</td>
</tr>
<tr>
<td>Arcadia, City of (including, as successor, the rights of the City of Monrovia)</td>
<td>2,118</td>
</tr>
<tr>
<td>California American Water Company (as successor to the California Water and Telephone Company, and including, as successor, the rights of the El Campo Mutual Water Company)</td>
<td>2,299</td>
</tr>
<tr>
<td>East Pasadena Water Company (as successor to the California-Michigan Land and Water Company)</td>
<td>515</td>
</tr>
<tr>
<td>Henry E. Huntington Library and Art Gallery (as successor to Robert A. Millikan, et al., Trustees of the Henry E. Huntington Library and Art Gallery)</td>
<td>262</td>
</tr>
</tbody>
</table>
Kinneloa Irrigation District (as successor to the rights of Francis P. Graves, et al.; Ross M. Lockhart; A. V. Wagner; Mira Loma Mutual Water Company; Canyon Mutual Water Company; and Chesley E. and Kathleen M. Osborn)

La Canada Irrigation District

Las Flores Water Company

Lincoln Avenue Water Company

Milum Textile Services Company (as successor to Royal Laundry and Dry Cleaning Company)

Pasadena Cemetery Association

Pasadena, City of (including, as successor, the rights of the First Trust and Savings Bank of Pasadena)

Rubio Canon Land and Water Association

San Gabriel County Water District

Sunny Slope Water Company

Valley Water Company (including, as successor, the rights of the Flintridge Mutual Water Company)

Total Western Unit

VI

The decreed right of each party hereto in said Eastern Unit is as follows:

City of Arcadia, 3,526 acre feet per year;

City of Sierra Madre, 1,764 acre feet per year.

Each of said parties, and each of their agents, employees, attorneys and any and all persons acting by, through, or under them, are and each of them is subject to
the terms of Paragraph XXI hereof, hereby forever enjoined
and restrained on and after July 1, 1944, as follows:

(1) From pumping or otherwise taking from the
ground in said Eastern Unit more water than its decreed right
in this Paragraph determined; provided that a party may
exceed its decreed right to the extent that it has acquired
and exercises the decreed right of any other party, or as may
become necessary in the case of an emergency or temporarily
for other reasonable cause as determined by the Watermaster,
taking into account the basin supply, quality condition, the
impact on other parties, and subject to such conditions as
the Watermaster may impose, including whether or not such
excess extractions must be made up in future years; and
provided, however, that any of the parties to this action may
take in any twelve-month period beginning July 1 for its own
beneficial use, and for the release of water for use by other
parties or persons pursuant to and in accordance with the
Raymond Basin Area Water Exchange Agreement for 1943 and
amendment thereto, hereinafter referred to, attached hereto
and hereby made a part hereof, an amount not exceeding one
hundred ten percent (110%) of its decreed right as fixed
herein, plus any amount of allowable underpumping as hereina-
after provided. Any such extractions in excess of a party's
decreed right (not including any emergency or temporary
extractions authorized by the Watermaster) shall be made up
in the following year, and the amount of water which a party
may take under its decreed right in that year shall be reduced
by an equivalent amount. If a party in any twelve-month
period, beginning July 1, takes less than its decreed right, or less than the amount allowed after reduction for any excess extractions, the amount of such underpumping, but not exceeding ten percent (10%) of its decreed right or such additional amount as the Watermaster may allow for an emergency or other reasonable cause, may be carried over and taken during the next succeeding year.

(2) From pumping or otherwise taking water from the ground in said Eastern Unit in any year within one-half mile of its western boundary in an amount which, in addition to other extractions, would be in excess of the average amount pumped or taken in said one-half mile zone during the period 1927-28 to 1937-38, to wit: 88 acre feet per annum, the half mile being measured along a perpendicular erected on the boundary between said unit and said Western Unit as shown on the map attached hereto.

(3) From pumping or otherwise taking water from the ground in said Eastern Unit in any year in excess of the average amount pumped or taken therein during the period 1927-28 to 1937-38, to wit: 3,261 acre feet per annum, during any year in which static groundwater level measurements, made at the time of maximum high water: table in the spring season of each year, show that the average water table elevation in the area between Foothill Boulevard and Raymond Fault and between a line 300 feet west of Rosemead Boulevard and a line 100 feet east of Michillinde Avenue, less any increase in such elevation that is attributable to any groundwater storage program, is higher than that at the Arcadia group of
wells designated as such on said map attached hereto and
located west of the intersection of Orange Grove and Santa
Anita Avenues in the City of Arcadia, this limitation to
apply only when the water table elevation at said group is
less than 500 feet above sea level, United States Geological
Survey datum.

VII

There is now and, so long as the requirements in sub-
paragraphs 2 and 3 of Paragraph VI hereof are fulfilled and
maintained, there will be no material movement of water across
the boundary between the Western Unit and the Eastern Unit.

VIII

Nothing in this Judgment contained shall be deemed
to modify the rights as between the defendants City of Sierra
Madre and City of Arcadia as set forth in that certain Judgment
entitled "The City of Sierra Madre, a municipal corporation, et
al., vs. The City of Arcadia, a municipal corporation," No.
209747 in the Superior Court of the State of California, in
and for the County of Los Angeles, entered on the 22nd day of
April, 1930, but in the exercise of such rights each of said
parties shall be subject to the express provisions of Para-
graph VI hereof.
A Watermaster shall be appointed by this Court to serve at the pleasure of the Court to administer and enforce the provisions of this Judgment, the Raymond Basin Area Water Exchange Agreement of 1943 and amendment thereto, attached hereto and made a part hereof, and the instructions and orders of this Court, and if any such provisions, instructions or orders of the Court, or any order, rule or direction of such Watermaster, made in accordance with and for the enforcement of this Judgment and said Agreement and amendment thereto, shall have been disobeyed or disregarded, said Watermaster hereby is empowered and authorized to report promptly to the Court such fact and the circumstances connected therewith and leading thereto.

A violation of any provision of this Judgment, or attached Agreement and amendment thereto, or order, instruction, rule or direction of the Court or of the Watermaster, shall be punished in such manner as the Court may direct.

The compensation of said Watermaster shall be fixed by an order or orders which the Court hereafter from time to time may make.

There is hereby established a Raymond Basin Management Board (sometimes hereafter called "Board") which shall be the Watermaster. The Board shall have all of the rights,
and shall carry out all of the responsibilities, of the
Watermaster as provided in this Judgment. In addition, in
order to implement sound water management practices within
the framework of the rights of the parties as determined
herein, the Board shall have the powers set forth in Para-
graph XII.

XI

The Board shall be organized and constituted as
follows:

(1) Each party holding a decreed right of 1,000
acre feet or more shall appoint one member to the Board.

(2) The parties within each subarea, namely, Monk
Hill Subarea, Pasadena Subarea, and the Eastern Unit, who
each hold decreed rights of less than 1,000 acre feet shall
together appoint a member from each respective subarea. The
appointment for each subarea shall be by majority vote, with
each such party having one vote.

(3) No party shall have the right to appoint, or
to participate in the appointment of, more than one member to
the Board.

(4) Board members shall have broad engineering or
management experience in the operation of a water utility or
groundwater basin.

(5) Each member shall be appointed for a term of
one year, or until replaced. Members shall serve at the
pleasure of the appointing party, parties or body. No member
shall be appointed by or represent more than one party or
group of parties. The Board shall select its own officers.
A quorum of the Board shall consist of six members, and the
Board may act by a majority of those members present at a
meeting. The Board shall meet at least quarterly, and all
parties to the action may attend. Minutes of the Board
meetings shall be kept and sent to all parties in the action.
The Board shall have the power to adopt such by-laws, rules
and regulations, not inconsistent with the terms of this
Judgment, as may be necessary for its own organization and
operation.

XII

The powers and responsibilities of the Raymond
Basin Management Board, as Watermaster and otherwise, shall
be exercised with a view toward protecting the long-term
quantity and quality of the groundwater supply; utilizing the
groundwater storage capacity of the basin for the maximum
advantage of the parties, without however causing significant
adverse impact upon any party; integrating to the extent
feasible the use of surface and groundwater supplies so as to
reduce costs, improve reliability of supply, and to protect
against drought; and to encourage the parties to cooperate in
the utilization of their respective water rights and water
systems for the mutual good. The Board shall have power:

(1) To contract with the California Department of
Water Resources, or with any other competent person or firm,
to perform all or part of the Watermaster functions.

(2) To determine the amount of storage capacity that is available in the basin from time to time for groundwater storage programs.

(3) To allocate such storage capacity among the parties, and to provide for its use and the recapture of equivalent amounts of stored water. The Board may approve, condition or disapprove proposed water storage programs, and imported, nontributary water shall not be stored in the basin without the Board's approval. Approved programs shall include provisions for the duration of allowed storage of water, for determination of losses, for the rates and places of recapture, and for such other conditions as may be necessary to prevent operational problems for other parties, including degradation of water quality.

(4) To control the direct recharge into the basin of imported, non-tributary water.

(5) To issue such rules and regulations as may be necessary in order to account properly for sales, leases, exchanges or other transfers among the parties of decreed rights and the use of water. The Board shall attempt to facilitate, not restrict, such transfers, including efforts to develop agreements for the production and distribution of water through facilities of other parties where such practices promote efficiency and sound water management. This policy shall extend to the use of stored water: where consistent with the policies of The Metropolitan Water District of Southern California with respect to the use of supplemental water.
which it provides.

(6) To conduct studies or undertake other activities for the common benefit of the parties in the operation of the Raymond Basin Area; to obtain engineering, legal and other professional services in such connection; and, in addition to the Watermaster budget procedures, to assess the parties in an equitable manner and as may be necessary to pay the costs of the Board's operations, which assessments shall be paid by the parties. Payment shall be enforced in the same manner as provided in Paragraph XV for the annual budget, although the actual apportionment of costs may differ from the method provided in Paragraph XV. All actions of the Board, including any assessments imposed, shall be subject to review by the Court, pursuant to the procedures of Paragraph XVII.

XIII

Each party hereto at its own expense shall:

(1) Measure and keep records of all its diversions from any source contributing to the supply of water in the ground, of its importations of water, and of its production of water from the ground in the Raymond Basin Area, subject to the approval of the Watermaster as to equipment and methods;

(2) Measure and keep records of its production and distribution in such manner as to show its use in, transfers within, and exports of water from the Raymond Basin Area, or any subdivision thereof, as required by the Watermaster;
(3) Measure and record the depth to the water
table in all wells owned or operated by it within the Raymond
Basin Area once a month, or as required by the Watermaster.

Any party owning any facilities for the diversion
from any source contributing to the supply of the water in
the ground in the Raymond Basin Area, or for pumping or
otherwise taking water from the ground in said area, at its
own expense shall install and at all times maintain in good
working order reliable measuring devices and facilities for
testing said devices and shall keep records of its diversions
and production through the use of such devices and facilities
as may be required by the Watermaster; that upon failure of
any such party to install such devices and facilities on or
before such day as the Watermaster shall fix, after due
notice from the Watermaster so to do, the Watermaster shall
give the Court notice of such failure for proper action in
the premises.

XIV

In addition to other duties herein provided, the
Watermaster shall:

(1) Supervise the collection, assembly and presenta-
tion of the records and other data required of the parties;
such records and other data to be open to inspection by any
party or its representative during normal business hours.

(2) Require all parties hereto to operate their
respective wells in a manner which will accomplish the stated
purposes of said Agreement and amendment thereto, and will
effectuate this Judgment without placing undue burden on any
party; study separately pumping patterns in the Monk Hill
Basin, Pasadena Subarea, and the Eastern Unit, and report
recommendations thereon not less than twice each year; such
report shall recognize the right of each party to pump its
decreed right, but shall include recommendations as to whether
more or less water should be pumped from individual wells;
such recommendations shall be calculated to minimize inter-
ference among parties, to conserve energy, expense and local
water supplies, and to provide for the most efficient and
equitable use of groundwater in the Raymond Basin Area; such
recommendations shall be advisory only, and shall not be
binding upon the parties unless confirmed by order of this
Court.

(3) Establish an ongoing program to monitor water
quality in the Raymond Basin Area.

(4) Prepare a tentative annual budget for the
fiscal year commencing July 1, separately stating the antici-
pated expense for administering the provisions of said Agree-
ment and amendment thereto for the release and receipt of
water, and the anticipated expense of the administration of
the other provisions of said Agreement and amendment thereto
and of enforcing this Judgment. The Watermaster shall serve
said tentative budget upon each of the parties on or before
May 1 of each year. If any party has any objection to said
tentative budget, or any suggestions with respect thereto, it
shall present the same in writing within ten (10) days after

-31-
service thereof upon it. Thereafter, the Watermaster shall prepare a final budget and serve the same upon each party. If any party objects to said final budget it may make written objection thereto by filing its objection with this Court within fifteen (15) days after service of the same upon it, after first having served such objection upon each party hereto, and shall bring such objection on for hearing before this Court within fifteen (15) days after such filing, or at such time as the Court may direct.

If no objection to said budget be made as herein provided, it shall be the annual budget for the particular year involved. If objection to such budget be filed with this Court as herein provided, then the annual budget shall be determined by the order of this Court.

(5) Make an annual report on or before September 1 of each year to the parties hereto of the scope of the Watermaster's work during the preceding fiscal year and a statement of receipts and expenditures in appropriate detail, segregated as to the items attributable to the administration of the provisions of said Agreement and amendment thereto respecting the release and receipt of water, and as to the items attributable to the administration of the other provisions of said Agreement and amendment thereto and to the enforcement of this Judgment.
The cost of enforcing this Judgment or any order or direction of this Court or of the Watermaster (other than those with respect to the release and receipt of water in accordance with the provisions of said Agreement and amendment thereto) shall be borne by the parties in proportion to their respective decreed rights as determined in Paragraphs V and VI of this Judgment, and the Watermaster shall assess such cost to each party accordingly.

Payment thereof shall be made by each party within thirty (30) days after the annual budget shall have become final and the service on such party by the Watermaster of a statement of the amount due. If payment be not made within said thirty (30) days, such payment shall be delinquent and the Watermaster shall add a penalty of ten percent (10%) thereof to said statement, and the amount of said statement plus said penalty thereupon shall be due and payable. Payment required of any party hereunder or under the terms of said Agreement and amendment thereto may be enforced by execution issued out of this Court or as may be provided by any order hereinafter made by this Court. All payments and penalties received by the Watermaster, except payments received on account of the release and receipt of water, shall be deposited by the Watermaster in a fund which shall be designated "The Watermaster Service Fund" and shall be expended for the administration of the Agreement and amendment thereto and the enforcement of this Judgment in accordance with the annual
budgets herein provided for. Any money remaining at the end of any year shall be available for use the following year for such Watermaster service. Money collected or received by the Watermaster in connection with the release and receipt of water under the provisions of said Agreement and amendment thereto shall be deposited by him in a special deposit fund and paid out by him in accordance with the provisions of said Agreement and amendment thereto.

XVI

Any Watermaster ceasing to perform Watermaster service hereunder immediately upon such cessation shall deposit with the clerk of this Court all funds in his possession collected from the parties in accordance with this Judgment or said Agreement and amendment thereto, and forthwith shall serve upon the parties hereto and file with this Court his final account and report, and shall deliver to his successor, or as the Court may direct, all property and all records or certified copies thereof.

XVII

Any party having objection to any determination or finding made by the Watermaster, other than as provided in subparagraph (4) of Paragraph XIV hereof, may make the same in writing to the Watermaster within thirty (30) days after the making of such determination or finding after first
having served a copy of such objection upon each party, and
within thirty (30) days thereafter the Watermaster shall
consider said objection and shall amend or affirm his finding
or determination; any party objecting thereto within thirty
(30) days thereafter may file its objections with this Court,
bringing the same on for hearing before said Court within
sixty (60) days thereafter, or at such time as the Court may
direct, after first having served said objection upon each
party. The Court may affirm, modify, amend or overrule any
such finding or determination of the Watermaster.

XVIII

Within thirty (30) days after the appointment of
the Watermaster, each of the parties shall file with the
Watermaster and serve on each party the name and address of
the person to whom any notice, demand, request, objection or
the submission of any budget and the annual report is to be
made or given, and each of said parties may change the name
and address of said person from time to time by filing said
changed name and address with the Watermaster and by serving
a copy thereof upon each of the parties hereto.

Any notice, demand, request, objection or the
submission of a budget and the annual report required or
authorized by this Judgment or said Agreement and amendment
thereto to be given or made to or served upon any party or
the Watermaster, shall be delivered or mailed by registered
mail postage prepaid to the person so designated at the
address last filed with the Watermaster. Such service by
mailing shall be complete at the time of the deposit in the
United States mail.

Notice of any other motion or proceeding herein may
also be given by service upon the person and at the address
filed with the Watermaster, in the manner designated in this
Paragraph, provided that certified or registered mail may be
used. If any party or successor in interest has failed to
make such filing with the Watermaster, notice may be mailed
to the address which the Watermaster uses for such party or
successor.

XIX

The agreement entered into by certain parties,
entitled "Raymond Basin Area Water Exchange Agreement of 1943"
and amendment thereto, a copy of which is attached hereto,
and each and all of its terms and provisions be, and the same
is and are hereby fully approved, and said Agreement and
amendment thereto is hereby expressly made a part of this
Judgment to the same purpose and effect as though said Agree-
ment and amendment thereto were at this point fully herein
written and set forth at length; provided, however, that
California-Michigan Land and Water Company, Sunny Slope Water
Company, and Ernest Crawford May, as Executor of the Last
Will and Testament of Charles Heuston Hastings, deceased, who
are not parties to said Agreement or amendment thereto, shall
not be bound by nor required to perform any of the provisions
thereof, nor pay any part of the cost of administering or enforcing said Agreement or amendment thereto; that the power of the Court is hereby expressly made to underlie all of the terms and provisions of said Agreement and amendment thereto and the enforcement thereof, and that the parties thereto, and each thereof, are hereby ordered to perform fully said Agreement and amendment thereto and all of its said terms and provisions.

No taking of water by any party under the provisions of said Agreement and amendment thereto concerning the release and receipt of water in any amount in excess of its decreed right to pump or otherwise take water from the ground in the Raymond Basin Area shall constitute a taking adverse to any other party; nor shall any party have the right to plead the statute of limitations or an estoppel against any other party by reason of its said taking of water in the Raymond Basin Area pursuant to a request for the release of water; nor shall such release of water by any party constitute a forfeiture or abandonment by such party of any part of its decreed right to water; nor shall such release in any wise constitute a waiver of such right, although such water, when released under the terms of said Agreement and amendment thereto, may be devoted to the public use of others; nor shall such release of water by any such party in any wise obligate any party so releasing to continue to release or furnish water to any other party or its successor in interest, or to the public generally, or to any part thereof, otherwise than as provided in Article IV of said Agreement and amendment thereto.
In the event any party shall serve upon the parties and file with the Watermaster and with the Court a declaration of forfeiture or abandonment of its decreed right, or any part thereof, said party shall be relieved of the payment of further costs of administering the provisions of said Agreement and amendment thereto and enforcing this Judgment applicable to the right so forfeited or abandoned; provided that said relief from said further costs shall not become effective until the beginning of the next fiscal year for which a budget has not become final; and provided that said party making such forfeiture or abandonment shall pay to the Watermaster its proportion of such costs to the effective date of such relief from costs. The amount of water so abandoned or forfeited shall be available immediately for use by the parties in the proportions set forth in Paragraphs V and VI hereof, pending the time that any review shall have been made as provided for in Paragraph XXI hereof.

XXI

The Court hereby reserves jurisdiction and authority upon application of any party hereto, or upon its own motion, to review (1) its determination of the safe yield of either or both of said units of the Raymond Basin Area, or (2) the rights, in the aggregate, of all of the parties in either or both of said units as affected by the abandonment or forfeiture
of any right, in whole or in part, decreed herein, and by the abandonment or forfeiture of any right by any other person or entity, and, in the event material change be found or any such abandonment or forfeiture be established, to adjudge that the decreed right of each party to pump or otherwise take water from the ground in the Raymond Basin Area shall be changed proportionately in the same manner as originally fixed herein; provided, however, that notice of such review shall be served on all parties at least thirty (30) days prior thereto and that the review of its determination of the safe yield of either or both of said units of the Raymond Basin Area shall be had not more frequently than at five (5) year intervals after the date hereof. Except as provided herein, and except as rights decreed herein may be abandoned or forfeited by nonuser, in whole or in part, each and every right decreed herein hereby is fixed as of the date hereof.

XXII

The Court hereby reserves jurisdiction and authority at any time, upon application of any party, the Watermaster, or upon its own motion, to make such modifications of, or such additions to, the provisions of this Judgment, or to make such further order or orders, as may be necessary or desirable for the adequate enforcement, protection or preservation of the rights of the respective parties as declared in this Judgment or as provided in said Agreement and amendment thereto. The Court further reserves jurisdiction to make any
other and/or additional orders of sufficient kind and nature to protect the waters in said Raymond Basin Area or any portion thereof from contamination of the groundwater supply from cesspool effluent or surface waters.

XXIII

The defendant California-Michigan Land and Water Company is entitled to become a party to the Raymond Basin Area Water Exchange Agreement of 1934 and thereby become entitled to receive water upon the same terms and conditions provided in said Agreement with respect to the several parties thereto.

XXIV

The defendant Bradbury Estate Company, a corporation, and Eugene E. Bean be and they hereby are dismissed without costs.

XXV

None of the parties is entitled to recover its costs as against any other party.

DATED: March 26, 1984

/s/ Robert M. Olson
JUDGE OF THE SUPERIOR COURT
APPENDIX G

LONG BEACH JUDGMENT
Superior Court of the State of California  
For the County of Los Angeles

BOARD OF WATER COMMISSIONERS OF  
THE CITY OF LONG BEACH, et al.,    

Plaintiffs

VS.

SAN GABRIEL VALLEY WATER COMPANY,  
et al.,    

Defendants

No. 722647

SETTLEMENT DOCUMENTS

STIPULATION FOR JUDGMENT
JUDGMENT
MAP OF WHITTIER NARROWS
ENGINEERING APPENDIX
REIMBURSEMENT CONTRACT

Approved by Joint Negotiating Committees July 6, 1964.

EXHIBIT NO. 7
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BOARD OF WATER COMMISSIONERS OF THE CITY
OF LONG BEACH, a municipal corporation;
CENTRAL BASIN MUNICIPAL WATER DISTRICT,
a municipal water district; and CITY OF
COMPTON, a municipal corporation,

Plaintiffs,

vs.

SAN GABRIEL VALLEY WATER COMPANY, a cor-
poration; AZUSA AGRICULTURAL WATER
COMPANY, a corporation; AZUSA VALLEY
WATER COMPANY, a corporation; CALIFORNIA
WATER & TELEPHONE COMPANY, a corporation;
THE COLUMBIA LAND AND WATER COMPANY, a
 corporation; COVINA IRRIGATING COMPANY, a
corporation; CROSS WATER COMPANY, a cor-
poration; DUARTE WATER COMPANY, a corpora-
tion; EAST PASADENA WATER CO., LTD., a
corporation; GLENDORA IRRIGATING COMPANY,
a corporation; SAN DIMAS WATER COMPANY, a
corporation; SOUTHERN CALIFORNIA WATER
COMPANY, a corporation; SUBURBAN WATER
SYSTEMS, a corporation; SUNNY SLOPE WATER
CO., a corporation; VALLECITO WATER CO.,
a corporation; CITY OF ALHAMBRA, a munici-
pal corporation; CITY OF ARCADIA, a
municipal corporation; CITY OF AZUSA, a
municipal corporation; CITY OF COVINA, a
municipal corporation; CITY OF EL MONTE,
a municipal corporation; CITY OF GLENDORA,
a municipal corporation; CITY OF MONROVIA,
a municipal corporation; CITY OF MONTEREY
PARK, a municipal corporation; CITY OF
SOUTH PASADENA, a municipal corporation;
BALDWIN PARK COUNTY WATER DISTRICT, a
county water district; and SAN GABRIEL
COUNTY WATER DISTRICT, a county water
district,

Defendants,

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER
DISTRICT, a municipal water district, and
CALIFORNIA DOMESTIC WATER COMPANY, a
corporation,

Intervenors.

Plaintiffs Central Basin Municipal Water District, a municipal water district (herein sometimes referred to as Central Municipal); City of Long Beach, a municipal corporation, acting by and through the Board of Water Commissioners of the City of Long Beach; and City of Compton, a municipal corporation; and defendants City of Alhambra, a municipal corporation; City of Arcadia, a municipal corporation; City of Azusa, a municipal corporation; Azusa Agricultural Water Company, a corporation, sued herein as DOE 1; Azusa Valley Water Company, a corporation, for itself and as successor by merger to Azusa Irrigating Company, a corporation; Baldwin Park County Water District, a county water district; California Water and Telephone Company, a corporation; Columbia Land and Water Company, a corporation; City of Covina, a municipal corporation; Covina Irrigating Company, a corporation; Cross Water Company, a corporation, sued herein as DOE 2; Duarte Water Company (formerly Duarte Domestic Water Company), a corporation; East Pasadena Water Company, Ltd., a corporation, for itself and as successor by merger to California-Michigan Land and Water Company, a corporation; City of El Monte, a municipal corporation; City of Glendora, a municipal corporation; Glendora Irrigating Company, a corporation; City of Monrovia, a municipal corporation; City of Monterey Park, a municipal corporation; San Dimas Water Company, a corporation, sued herein as DOE 3; San Gabriel County Water District, a county water district; San Gabriel Valley Water Company, a corporation; Southern California Water Company, a corporation; City of South Pasadena, a municipal corporation; Suburban Water Systems, a corporation; Sunny Slope Water Company, a corporation; and Vallecito Water Company, a corporation; and
intervening defendant Upper San Gabriel Valley Municipal Water District, a municipal water district (herein sometimes referred to as Upper District); and intervening defendant California Domestic Water Company, a corporation; stipulate and agree as follows:

1. A Judgment in the form attached hereto as Exhibit I may be made and entered by the Court in the above-entitled action.

2. The following facts, considerations and objectives, among others, provide the basis for this Stipulation for Judgment:

   (a) By their complaint plaintiffs seek a determination of the rights of the defendants, other than Upper District, in and to the waters of the San Gabriel River System and further seek to restrain defendants, other than Upper District, from an alleged interference with the rights of plaintiffs and persons represented by Central Municipal in and to said waters.

   (b) At the present time, and for some time prior to the commencement of this action, the water supply of the San Gabriel River System has been inadequate to supply the diversions and extractions of both plaintiffs and defendants other than Central Municipal and Upper District but including the persons represented by Central Municipal and by Upper District, and as a result said diversions and extractions have exceeded, and still exceed, the natural replenishment of the water supply of the San Gabriel River System.

   (c) The parties recognize and agree that the natural outflow from the San Gabriel Valley
to the Lower Area as defined in the Judgment has varied, and will vary from year to year, depending on the amount of precedent rainfall and other conditions.

(d) The parties recognize and agree that there is a need for a declaration of rights and a physical solution for the problems resulting from the inadequate and varying water supplies of the San Gabriel River System.

(e) The parties agree that the physical solution contained in said Judgment will bring about a fair division of the water of the San Gabriel River System as between plaintiffs and defendants other than Central Municipal and Upper District but including the persons represented by Central Municipal and by Upper District.

(f) The parties recognize that it may be necessary for defendants or some of them to use supplemental water in order to comply with the obligations imposed under said physical solution.

(g) Defendant Upper District is now a member unit of The Metropolitan Water District of Southern California, which will be supplied with water from sources in northern California under an existing contract with the State of California. Certain of the defendants not within the area of defendant Upper District are within the area of San Gabriel Valley Municipal Water District, which district also has contracted with the State of California for delivery of water from sources in northern California. It is anticipated that the
importation of this water will augment the natural
supply of ground water within Upper Area as defined
in the Judgment. Defendant Upper District intends
to replenish the San Gabriel Valley with
supplemental supplies.

3. The parties hereto hereby waive any and all Findings
of Fact, Conclusions of Law, and any and all notice of the making
or entry herein of the attached form of Judgment, and all rights
of appeal, if any, from such Judgment.

4. Plaintiffs and defendants agree that during the
period prior to entry of the attached form of Judgment, they will
cooperate in endeavoring to collect such information as the
Watermaster would obtain if the attached form of Judgment had
been entered and the Watermaster had been appointed by the Court
pursuant to paragraph 6 of the Judgment, which information is
herein referred to as "said information." To that end, the parties
hereto hereby agree that promptly following the complete
execution of this stipulation by all parties, Upper District and
Central Municipal shall each notify the other in writing as to
the identity of the person who it expects will be nominated as
the representative of Upper Area Parties or Lower Area Parties,
as the case may be, under paragraph 6 of the Judgment. Upon
receiving such notice, Upper District and Central Municipal shall
each instruct its designated nominee that until the attached form
of Judgment is entered and the Watermaster has been appointed
pursuant to paragraph 6 of the Judgment he shall in cooperation
with the other designated nominee do all things reasonably
necessary to obtain such of said information as is available from
the parties hereto or any public agency.

5. Judgment shall not be rendered pursuant hereto
unless and until the execution of this stipulation by Central
Basin Municipal Water District and by Upper San Gabriel Valley
1 Municipal Water District shall have been validated by a decree
2 or decrees rendered in a proceeding or proceedings instituted
3 in a court of competent jurisdiction of the State of California,
4 and either such decree or decrees shall have become final or
5 both of said Districts shall have further stipulated that said
6 Judgment shall be rendered.
7
8 6. This stipulation may be executed in counterparts
9 (each counterpart being an exact copy or duplicate of the
10 original) and all counterparts collectively shall be considered
11 as constituting one complete Stipulation for Judgment.
12
14
15
16 Attorneys
17 (for the respective party
18 listed opposite and to the
19 right of the respective
20 attorneys listed below)
21
22 Leonard Putnam
23 City Attorney
24 Clifford E. Hayes
25 Principal Deputy City
26 Attorney
27 City of Long Beach
28
29 By ______________________
30
31 Board of Water Commissioners of
32 the City of Long Beach
33
34 By ______________________
35 Its ______ President
36
37 Burris & Lagerlof
38 Stanley C. Lagerlof
39 H. Jess Senecal
40 Jack T. Swafford
41
42 By ______________________
43
44 Signature of Stipulating Party
45 and Its Designation of Mailing
46 Address
47
48 By ______________________
49 Its _______ Secretary
50
51 1800 East Wardlow Road
52 Long Beach 7, California
Central Basin Municipal Water District

By __________________________
   Its President

By __________________________
   Its Secretary

7439 East Florence Avenue
Downey, California

City of Compton

By __________________________
   Its Mayor

205 South Willowbrook Avenue
Compton, California

City of Alhambra

By __________________________
   Its Mayor

City Hall
111 South First Street
Alhambra, California
James A. Nicklin  
City Attorney  
City of Arcadia  

By ______________________  

City of Arcadia  

Its Mayor  

City Hall  
Arcadia, California  

Surr & Hellyer  

By ______________________  

Clayson, Stark, Rothrock  
& Mann  

By ______________________  

Harry C. Williams  
City Attorney  
City of Azusa  

By ______________________  

City of Azusa  

Its Mayor  

City Hall  
213 East Foothill Boulevard  
Azusa, California  

Taylor & Smith  

By ______________________  

Azusa Agricultural Water Company  

By ______________________  

Its ___ President  

By ______________________  

Its ___ Secretary  

18352 East Foothill Boulevard  
Azusa, California  

Surr & Hellyer  

By ______________________  

Azusa Valley Water Company  

By ______________________  

Its ___ President  

By ______________________  

Its ___ Secretary  

P. O. Box "W"  
Azusa, California  

-8-
Baldwin Park County Water District
By __________________________
Its ___ President
By __________________________
Its ___ Secretary
14521 East Ramona Boulevard
Baldwin Park, California

California Water & Telephone Company
By __________________________
Its ___ President
By __________________________
Its ___ Secretary
300 Montgomery Street
San Francisco, California

Columbia Land & Water Company
By __________________________
Its ___ President
By __________________________
Its ___ Secretary
P. O. Box 296
San Dimas, California
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<td>By ____________________</td>
<td>By ____________________</td>
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<td>Its ___ Secretary</td>
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<td>1101 South Oak Avenue</td>
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Gray & Maddox
By ______________________________

Surr & Hellyer
By ______________________________

Clayson, Stark, Rothrock & Mann
By ______________________________

East Pasadena Water Company, Ltd.
By ______________________________

Its ___ President
By ______________________________

Its ___ Secretary
269 South Rosemead
Pasadena, California

James A. Nicklin
City Attorney
City of El Monte

City of El Monte
By ______________________________

Its Mayor
City Hall
El Monte, California

Surr & Hellyer
By ______________________________

Clayson, Stark, Rothrock & Mann
By ______________________________

Leonard A. Shelton
City Attorney
City of Glendora

City of Glendora
By ______________________________

Its Mayor
City Hall
Glendora, California

Surr & Hellyer
By ______________________________

Clayson, Stark, Rothrock & Mann
By ______________________________
Allard, Shelton & O'Connor
By _______________________

Surr & Helyer
By _______________________

Clayson, Stark, Rothrock & Mann
By _______________________

Homer H. Bell
City Attorney
City of Monrovia

__________________________

Surr & Helyer
By _______________________

Clayson, Stark, Rothrock & Mann
By _______________________

Charles R. Martin
City Attorney
City of Monterey Park

__________________________

Taylor & Smith
By _______________________

Glendora Irrigating Company
By _______________________
   Its ___ President
By _______________________
   Its ___ Secretary
224 North Michigan Avenue
Glendora, California

City of Monrovia
By _______________________
   Its Mayor
City Hall
Monrovia, California

City of Monterey Park
By _______________________
   Its Mayor
City Hall
320 West Newmark Avenue
Monterey Park, California
Allard, Shelton & O'Connor
By ________________
San Dimas Water Company
By ________________
Its ___ President
By ________________
Its ___ Secretary
P. O. Box 181
San Dimas, California

Surr & Hellyer
By ________________
Clayson, Stark, Rothrock & Mann
By ________________
San Gabriel County Water District
By ________________
Its ___ President
By ________________
Its ___ Secretary
8229 East Las Tunas Drive
San Gabriel, California

J. E. Skelton
By ________________
Surr & Hellyer
By ________________
Clayson, Stark, Rothrock & Mann
By ________________
San Gabriel Valley Water Company
By ________________
Its ___ President
By ________________
Its ___ Secretary
11142 Garvey Avenue
El Monte, California
O'Melveny & Myers
By ___________________

Surr & Hellyer
By ___________________

Clayson, Stark, Rothrock & Mann
By ___________________

Charles R. Martin
City Attorney
City of South Pasadena

Surr & Hellyer
By ___________________

Clayson, Stark, Rothrock & Mann
By ___________________

Frank E. Gray

Surr & Hellyer
By ___________________

Clayson, Stark, Rothrock & Mann
By ___________________

Hahn & Hahn
By ___________________

Southern California Water Company
By ___________________

Its ___ President

By ___________________

Its ___ Secretary

11911 South Vermont Avenue
Los Angeles 44, California

City of South Pasadena
By ___________________

Its Mayor

825 Mission Street
South Pasadena, California

Suburban Water Systems
By ___________________

Its ___ President

By ___________________

Its ___ Secretary

16340 East Maplegrove Street
La Puente, California

Sunny Slope Water Company
By ___________________

Its ___ President

By ___________________

Its ___ Secretary

1040 El Campo Drive
Pasadena, California
Vallecito Water Company
By ____________________________
Its ___ President
By ____________________________
Its ___ Secretary
749 South Ninth Avenue
City of Industry, California

California Domestic Water Company
By ____________________________
Its ___ President
By ____________________________
Its ___ Secretary
P. O., Box 1026, Perry Annex
Whittier, California

Upper San Gabriel Valley
Municipal Water District
By ____________________________
Its ___ President
By ____________________________
Its ___ Secretary
11229 East Valley Boulevard
El Monte, California
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH, a municipal corporation;
CENTRAL BASIN MUNICIPAL WATER DISTRICT, a municipal water district; and CITY OF COMPTON, a municipal corporation,

Plaintiffs,

vs.

SAN GABRIEL VALLEY WATER COMPANY, a corporation; AZUSA AGRICULTURAL WATER COMPANY, a corporation; AZUSA VALLEY WATER COMPANY, a corporation; CALIFORNIA WATER & TELEPHONE COMPANY, a corporation; THE COLUMBIA LAND AND WATER COMPANY, a corporation; COVINA IRRIGATING COMPANY, a corporation; CROSS WATER COMPANY, a corporation; DUARTE WATER COMPANY, a corporation; EAST PASADENA WATER CO., LTD., a corporation; GLENDORA IRRIGATING COMPANY, a corporation; SAN DIMAS WATER COMPANY, a corporation; SOUTHERN CALIFORNIA WATER COMPANY, a corporation; SUBURBAN WATER SYSTEMS, a corporation; SUNNY SLOPE WATER CO., a corporation; VALLECITO WATER CO., a corporation; CITY OF ALHAMBRA, a municipal corporation; CITY OF ARCADIA, a municipal corporation; CITY OF AZUSA, a municipal corporation; CITY OF COVINA, a municipal corporation; CITY OF EL MONTE, a municipal corporation; CITY OF GLENDORA, a municipal corporation; CITY OF MONROVIA, a municipal corporation; CITY OF MONTEREY PARK, a municipal corporation; CITY OF SOUTH PASADENA, a municipal corporation; BALDWIN PARK COUNTY WATER DISTRICT, a county water district; and SAN GABRIEL COUNTY WATER DISTRICT, a county water district,

Defendants,

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER

Exhibit I
DISTRICT, a municipal water district, and
CALIFORNIA DOMESTIC WATER COMPANY, a
corporation,

Intervenors.

The original complaint herein was filed by Plaintiffs on
May 12, 1959, and an amended complaint was filed herein on June
8, 1961. Each Defendant in this action filed an answer to the
amended complaint denying the material allegations therein. On
________________________, 1964, and _________________, 1964,
respectively, Upper San Gabriel Valley Municipal Water District,
a municipal water district, and California Domestic Water
Company, a corporation, intervened in the action as Defendants.
On ____________________, 1964, there was filed herein a
Stipulation for Judgment signed by all of the parties to this
action.

After due examination and consideration of the
pleadings, said Stipulation for Judgment and other documents and
papers on file herein, it appears to the Court that:

(a) In bringing and maintaining this action, plaintiff
Central Basin Municipal Water District, a municipal water
district, has done so as a representative of and for the benefit
of all owners of water rights within, all owners of land within,
and all inhabitants of, the district, except to the extent that
defendant California Domestic Water Company is representing
itself.

(b) In intervening in this action, defendant Upper
San Gabriel Valley Municipal Water District, a municipal water
district, has done so as representative of and for the benefit
of all owners of water rights within, all owners of land within,
and all inhabitants of, the district, except to the extent that
other Defendants who are within the district are representing
themselves.
(c) There is a need for a physical solution to the complex water problems which have given rise to this action.

(d) The physical solution embodied in this Judgment is a feasible, equitable and just resolution of the issues presented by the amended complaint and answers thereto on file herein, and it will bring about a fair division of the water supply of the San Gabriel River System between Upper Area and Lower Area, as those terms are hereinafter defined.

(e) On the basis of the Stipulation for Judgment filed herein and the consent of all Plaintiffs and Defendants it is in the interests of justice and in furtherance of the water policy of the State of California to proceed without trial and to make and enter this Judgment.

Now, therefore, it is hereby ORDERED, ADJUDGED AND DECREED:

**JURISDICTION**

1. The Court has jurisdiction of the subject matter of this action and of the Upper Area Parties and Lower Area Parties, as those terms are hereinafter defined.

**EXHIBITS**

2. The following Exhibits marked A and B, are attached to this Judgment and made a part hereof:

   (a) Exhibit A -- Map entitled "Río Hondo and San Gabriel River in Vicinity of Whittier Narrows Dam".

   (b) Exhibit B -- Engineering Appendix.

**DEFINITIONS**

3. As used in this Judgment, the following terms shall have the meanings assigned to them:

   (a) Central Municipal -- Central Basin Municipal Water District.

   (b) Upper District -- Upper San Gabriel Valley Municipal Water District.

   (c) Lower Area Parties -- the Plaintiffs, and

-3-
all persons, firms and corporations, public
or private, who are represented by Central
Municipal.
(d) Upper Area Parties -- the Defendants,
and all persons, firms and corporations,
public or private, who are represented by
Upper District.
(e) Upper Area -- the area (exclusive of the
Raymond Basin and the portion of San Gabriel
Mountains tributary thereto) wherein surface
and subsurface waters are tributary to
Whittier Narrows upstream from the common
boundary of Upper District and Central
Municipal through Whittier Narrows.
(f) Lower Area -- the area which lies down-
stream from the common boundary of Central
Municipal and Upper District through
Whittier Narrows and which is included
within the incorporated limits of the
Plaintiffs.
(g) Whittier Narrows -- a gap between Merced
Hills and Puente Hills shown on Exhibit A.
(h) Montebello Forebay -- the area designated
as such on Exhibit A.
(i) Export to Lower Area -- water diverted
from surface streams in Upper Area or pumped
or developed from underground sources in
Upper Area, and in either case conveyed by
conduit through Whittier Narrows.
(j) Subsurface Flow -- all water which passes
as ground water through Whittier Narrows at
the "narrowest section" as shown on Exhibit A.
(k) Surface Flow -- all water other than
Export to Lower Area and Subsurface Flow,
which passes from Upper Area to Lower Area
through Whittier Narrows.
(1) Usable Water -- all Surface Flow, Subsur-
face Flow and Export to Lower Area, but
excluding:
(1) that portion of Surface Flow, if any,
which crosses the southerly boundary of
Montebello Forebay as surface runoff less
the amount of Surface Flow which has been
causd to flow out of Montebello Forebay
as surface runoff by any spreading of
water in Montebello Forebay by or on behalf
of Lower Area Parties, or any of them;
(2) water imported by or on behalf of Lower
Area Parties from outside of the watershed
of the San Gabriel River System;
(3) Reclaimed Water, as defined in subpara-
graph (o) herein, provided, however, that
Reclaimed Water (other than that reclaimed
by or on behalf of Lower Area Parties)
which is percolated and commingled with
ground water in Upper Area shall be deemed
Subsurface Flow, Surface Flow, or Export to
Lower Area as the case may be, when and if
it passes through Whittier Narrows;
(4) that portion, if any, of Export to
Lower Area which in any Water Year after
September 30, 1966, exceeds 23,395 acre-
feet;
(5) Make-up Water, as defined in subpara-
graph (m) herein; and
(6) any water whether flowing on the
surface or beneath the surface of the
ground which has passed any of the points of
surface measurement in Whittier Narrows
shown on Exhibit B and prior to its passing
from Upper Area to Lower Area is intercepted
and returned upstream by conduit or other-
wise so that it could again pass any such
points of measurement.
(m) Make-up Water -- water of usable quality
for ground water recharge required to be
delivered to Lower Area under terms of para-
graph 5 of this Judgment.
(n) Water Year -- October 1 through the fol-
lowing September 30.
(o) Reclaimed Water -- water reclaimed from
sewage generated in the watershed of the San
Gabriel River System above Whittier Narrows.

4. Lower Area Parties have rights in the water
supply of the San Gabriel River System. The nature
and extent of such rights is not known; however,
Lower Area Parties and all other persons downstream
from Whittier Narrows who receive water from the
San Gabriel River System or have rights in and to
such water, shall have, as against Upper Area
Parties and all other pumpers of water in the San
Gabriel Valley, a right to receive from Upper Area
an average annual usable supply of ninety-eight
thousand four hundred fifteen (98,415) acre-feet
of water over a long-term period of normal rain-
fall derived as set forth in Exhibit B, consisting
of Surface Flow, Subsurface Flow, Export to Lower Area and Make-up Water. If in the future a court of competent jurisdiction shall decree that any person downstream from Whittier Narrows within Central and West Basin Water Replenishment District who is not bound by this Judgment, shall have, as against Upper Area Parties and substantially all other pumpers in the San Gabriel Valley, a right to receive from Upper Area a stated amount of usable supply consisting of Surface Flow, Subsurface Flow, Export to Lower Area or Make-up Water, which right arose out of and is based upon the ownership of land or the production of water downstream from Whittier Narrows and within Central and West Basin Water Replenishment District, then and in that event the stated amount of such right so decreed shall not increase the declared rights as set forth in this paragraph 4.

5. In recognition of the complexities of annual supply and demand and variations in the components thereof, the Court hereby declares the following physical solution to be a fair and equitable basis for satisfaction of the declared right set forth in paragraph 4 hereof. Compliance with this paragraph 5 shall constitute full and complete satisfaction of said declared right.

(a) It is determined that the amount of Lower Area average annual entitlement to Usable Water is ninety-eight thousand four hundred fifteen (98,415) acre-feet.

(b) The outflow of water from Upper Area through Whittier Narrows to Lower Area has
varied from year to year and will vary from year to year in the future depending on changing conditions of supply and demand; and as to any Water Year, the average annual rainfall for the San Gabriel Valley during the ten (10) consecutive Water Years ending with that Water Year, is a reasonable basis for determining the entitlement of Lower Area to Usable Water for such Water Year.

(c) The rainfall in each Water Year for the San Gabriel Valley shall be determined by application of the procedures described in Exhibit B.

(d) The quantity of water which Lower Area is entitled to receive in any Water Year (hereinafter called Lower Area Annual Entitlement) shall be determined in accordance with the following table, except that no determination of Lower Area Annual Entitlement shall be made for the last year of any Long-term Accounting Period as hereinafter defined.
### TABLE A

LOWER AREA ANNUAL ENTITLEMENT
BASED ON 10-YEAR AVERAGE RAINFALL
FOR SAN GABRIEL VALLEY

(In Acre-feet)

<table>
<thead>
<tr>
<th>Inches of Rainfall</th>
<th>.0</th>
<th>.1</th>
<th>.2</th>
<th>.3</th>
<th>.4</th>
<th>.5</th>
<th>.6</th>
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<th>.8</th>
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</tr>
</tbody>
</table>

(e) The difference between the aggregate of water entitlements determined as provided in this Judgment and the aggregate of Usable Water and delivered Make-up Water shall be computed as of the end of each Water Year. Any excess of water entitlements over the quantity of Usable Water and Make-up Water received by Lower Area after September 30, 1963, is hereinafter referred to as Accrued Debit of Upper Area. Any excess of Usable Water and Make-up Water received by Lower Area after September 30, 1963, over water entitlements, is hereinafter referred to as Accrued Credit of Upper Area.
(f) If at the end of any Water Year it is determined pursuant to subparagraph (e) of this paragraph 5 that there is an Accrued Debit of Upper Area, then Upper District shall cause Make-up Water to be delivered to Lower Area during the following Water Year in an amount not less than the sum of (1) one-third of such Accrued Debit of Upper Area, and (2) that portion, if any, of such Accrued Debit of Upper Area over 25,000 acre-feet which remains after deducting said one-third. If Upper District shall fail to deliver Make-up Water as next above provided and Plaintiffs shall have diligently pursued their legal and equitable remedies to cause Upper District to so deliver, and either: (1) it shall be finally determined that Upper District is not obligated to so deliver, or (2) it shall appear that Upper District will not thereafter deliver Make-up Water, then Defendants and any successor or successors in interest by title to a Defendant's water right in Upper Area shall be obligated to so deliver Make-up Water. The provisions of this paragraph are subject to the provisions of paragraph 5(h) below.

(g) If at the end of any Water Year it is determined pursuant to subparagraph (e) of this paragraph 5 that there is an Accrued Credit of Upper Area, then there shall be no obligation to deliver Make-up Water to Lower Area during the following Water Year.
LONG-TERM ACCOUNTING

(h) Following September 30, 1963, a Long-term Accounting shall be made from time to time but not sooner than at the end of 15 Water Years, nor later than 25 Water Years after September 30, 1963, or after the last such accounting, whichever is later. A Long-term Accounting shall be made sooner than said 25-year period whenever the average annual rainfall in the San Gabriel Valley for a period of 15 Water Years or more after September 30, 1963, or after the last such accounting, whichever is later, is at least 18 inches but not more than 19 inches.

In making such Long-term Accounting for any such period (herein called Long-term Accounting Period), the aggregate of all Usable Water and Make-up Water received by Lower Area during such period shall be determined and (a) there shall be deducted from said aggregate the amount of Make-up Water, if any, delivered during such period by reason of the existence of an Accrued Debit of Upper Area at the end of the immediately preceding Long-term Accounting Period, or (b) there shall be added to said aggregate the amount of any Accrued Credit of Upper Area determined to exist at the end of the immediately preceding Long-term Accounting Period. The net aggregate amount of Usable Water and Make-up Water so computed shall be compared to the result to be obtained by (1) multiplying the 98,415 acre-feet of water to be received by
Lower Area as its average annual usable supply by the number of Water Years in the Long-term Accounting Period, and (2) adjusting the product by the percentage by which the average annual rainfall (to the nearest one hundredth of an inch) for the Long-term Accounting Period involved exceeds or is less than 18.52 inches. (i.e.,

\[ 98,415 \times (\text{number of Water Years in Period}) \times (\text{average rainfall for the Period}) \div 18.52 \]

If as a result of such comparison it is determined that there is a deficiency in the net aggregate amount of Usable Water and Make-up Water received during the Long-term Accounting Period, then such deficiency shall be compensated in the following Water Year by delivery of Make-up Water to Lower Area in the manner and by the means provided herein. If it is determined as a result of such comparison that there is an excess of net aggregate Usable Water and Make-up Water received, then the amount of such excess shall be carried forward as an Accrued Credit of Upper Area.

(i) Make-up Water which Defendants are obligated to deliver through Upper District may be delivered by any one or more of the following means:

**SURFACE FLOW DELIVERY**

(1) By causing water other than Reclaimed Water to flow on the surface into Montebello Forebay by any means and from any source, provided that such deliveries shall
be at such rates or flows and at such times as may be scheduled by the Watermaster.

RECLAIMED WATER CREDIT

(2) By paying to Central Municipal for the benefit of all Lower Area Parties the total amount or any portion of the total amount which Central and West Basin Water Replenishment District or any Plaintiff shall have expended in reclaiming water or for the purchase of Reclaimed Water in the preceding Water Year, and which water when so reclaimed or purchased shall have been passed through Whittier Narrows to Lower Area. Upon written request made by Upper District not later than three months after the end of a Water Year, Central Municipal shall give a written notice to Upper District and the Watermaster of the total number of acre-feet of such Reclaimed Water so reclaimed or purchased during the preceding Water Year and of the cost per acre-foot therefor at the existing Whittier Narrows Water Reclamation Plant for reclamation of waste water, and at any future additions thereto, and payment therefor at said cost, or costs, may be made not later than one year after receipt of such written notice. Such payment shall be made for the total production of Reclaimed Water from the existing plant in the preceding Water Year before Upper District shall be entitled to make payment for all, or any portion of
Reclaimed Water produced in that year by any future addition to that plant. Such payment by Upper District on behalf of Defendants shall be deemed a delivery of Make-up Water equal to the quantity of Reclaimed Water for which the expenditure of a like sum would have paid at the cost, or costs, per acre-foot so paid for such Reclaimed Water. In no event, however, shall any payment by Upper District under this subparagraph (i)(2) be deemed a delivery of Make-up Water in excess of 14,735 acre-feet in any Water Year during which the amount of Make-up Water required to be furnished by Upper Area is available to it at ground water replenishment rates for delivery to Lower Area, except with the prior written consent of Plaintiffs.

DIRECT DELIVERY
(3) By delivering, or causing to be delivered, water to any of Lower Area Parties with consent of Plaintiffs for use in Lower Area.

(j) It is further determined and adjudicated that the obligations provided above in subparagraphs (f) and (h) of this paragraph 5 for each Defendant shall constitute and be a servitude upon the existing water rights of each Defendant in and to the water supply of the San Gabriel River System upstream from Lower Area and shall run with and forever bind said water rights for the benefit of the water
rights of Lower Area Parties.

(k) If any Defendant, other than Upper District, shall desire to transfer all or any of its said water rights to a person, firm or corporation, public or private, who or which is not then bound by this Judgment as a Defendant, such Defendant shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Defendant under this Judgment as to such transferred water rights. Such appearance and assumption of obligations shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Defendant shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Defendant shall have appeared in this action and filed a valid and effective express assumption of the obligations imposed upon such Defendant under this Judgment as to such transferred water rights, such transferring Defendant shall thereupon be discharged from all obligations hereunder. If any Defendant other than Upper District shall cease to own any rights in and to the water supply of the San Gabriel River System upstream from Lower Area, and shall have caused the appearance
and assumption provided for in the third preceding sentence with respect to each voluntary transfer, then upon application to this Court and after notice and hearing such Defendant shall thereupon be relieved and discharged from all further obligations hereunder. Any such discharge of any Defendant hereunder shall not impair the aggregate rights of Lower Area Parties or the responsibility hereunder of the remaining Defendants or any of the successors.

**WATERMASTER PROVISIONS**

6. A Watermaster comprised of three persons to be nominated as hereinafter provided shall be appointed by and serve at the pleasure of and until further order of this Court. One shall be a representative of Upper Area Parties nominated by and through Upper District, one shall be a representative of Lower Area Parties nominated by and through Central Municipal, and one shall be jointly nominated by Upper District and Central Municipal. If a dispute arises in choosing the joint appointee, the Court shall make the appointment. If Central Municipal or Upper District shall at any time or times nominate a substitute appointee in place of the appointee last appointed to represent Lower Area Parties, in the case of Central Municipal, or to represent Upper Area Parties, in the case of Upper District, or if Central Municipal and Upper District shall at any time or times jointly nominate a substitute appointee in place of the joint appointee last appointed,
such substitute appointee shall be appointed by the Court in lieu of such last appointee or joint appointee. Each such nomination shall be made in writing, served upon the other parties to this action and filed with the Court. The Watermaster when so appointed shall administer and enforce the provisions of this Judgment and the instructions and subsequent orders of this Court.

7. The Watermaster shall have the following powers and duties and shall take all steps necessary to make the following determinations for each Water Year promptly after the end of such Water Year:

(a) the amount of Surface Flow,

(b) the amount of Subsurface Flow,

(c) the amount of Export to Lower Area,

(d) the amount of water which passed as Surface Flow or Subsurface Flow across the boundary between Upper Area and Lower Area through Whittier Narrows and which was imported by or on behalf of Lower Area Parties from outside of the watershed of the San Gabriel River System above Whittier Narrows,

(e) the amount and quality of Reclaimed Water reclaimed by or on behalf of Lower Area,

(f) the total amount of Make-up Water delivered to Lower Area, together with the respective amounts delivered by each method specified in paragraph 5 of this Judgment,

(g) the amount of Usable Water received by Lower Area,

(h) the amount of local storm inflow, originating in Lower Area, to the channel of
each of Rio Hondo and San Gabriel River within Montebello Forebay,
(i) the surface outflow from Montebello Forebay in the channel of each of the Rio Hondo and San Gabriel River,
(j) the number of inches of depth of average rainfall in the San Gabriel Valley,
(k) the average annual rainfall in the San Gabriel Valley for the ten consecutive Water Years just ended,
(l) Lower Area Annual Entitlement or the entitlement for the Long-term Accounting Period, determined pursuant to subparagraph (d) or (h), respectively, of paragraph 5 of this Judgment,
(m) Accrued Debit of Upper Area, if any, or Accrued Credit of Upper Area, if any, as it exists at the end of such Water Year, and
(n) the amount, if any, of Make-up Water which Upper District is obligated to deliver during the following Water Year.

8. Each of the above required determinations shall be based on and conform to the procedures specified in this Judgment and in Exhibit B insofar as said exhibit provides a procedure.

9. The Watermaster shall report to the Court and to each party in writing at the same time and not more than five months after the end of each Water Year the determinations required by paragraph 7 above.

The Watermaster shall cause to be installed and maintained in good working order such measuring
devices in Whittier Narrows and elsewhere as are necessary or required and not otherwise available for the making of the determinations required by paragraph 7 above.

The Watermaster shall collect and assemble from each of the parties, and the parties shall make available to the Watermaster, such records, reports and other data as may reasonably be required in the making of the determinations required of the Watermaster under paragraph 7 above. All records, reports and data received, maintained or compiled by the Watermaster shall be open to inspection by any party or its representative.

10. Any party who objects to any determination made by the Watermaster pursuant to paragraph 7 above, may make such objection in writing to the Watermaster within thirty (30) days after the Watermaster gives the required written notice of such determination. Within thirty (30) days after expiration of the time within which objection may be made to such determination, the Watermaster shall consider all objections thereto and shall amend, modify or affirm the determination and give notice thereof at the same time to all parties and shall file a copy of such final determination with the Court. If the Watermaster denies any objection in whole or in part, the party whose objection was so denied may within thirty (30) days after service of the final determination upon it, make written objection to such denial by filing its objections with the Court after first mailing a copy of such objections to the
Watermaster and to each party, and such party shall bring its objections on for hearing before the Court upon notice and motion and at such time as the Court may direct. If the Watermaster shall change or modify any determination, then any party may within fifteen (15) days after service of such final determination upon it object to such change or modification by following the procedure prescribed above in the case of a denial of an objection to the first determination. If objection to a final determination is filed with the Court as herein provided and brought on for hearing, then such final determination may be confirmed or modified in whole or in part as the Court may deem proper.

11. If the Watermaster shall deem it advisable to make a change in the method of making any measurement required under the terms of this Judgment, the Watermaster shall notify all parties of such proposed change, and if within sixty (60) days of such notification no party shall file written objections to such change with the Watermaster, the Watermaster may put such proposed change into effect. If, however, any party files its written objection to the proposed change, it shall by notice of motion filed not later than fifteen (15) days after the expiration of said 60-day period and served on the Watermaster and all parties bring its objection on for hearing before the Court at such time as the Court may direct, and the Court shall rule on whether the Watermaster may make such proposed change.
12. In addition to the above-specified administrative powers and duties, the Watermaster shall prepare a tentative budget for each Water Year, stating the estimated expense for discharging the duties of the Watermaster set forth in this Judgment. The Watermaster shall mail a copy of the tentative budget to each of the parties at the same time at least sixty (60) days before the beginning of each Water Year. However, with respect to the first Water Year following the entry of this Judgment, the tentative budget shall be mailed not later than one hundred and twenty (120) days from the entry of this Judgment. If any party has an objection to a tentative budget, or any suggestions with respect thereto, that party shall present the same in writing to the Watermaster within fifteen (15) days after service of the tentative budget upon it. If no objections are received, the tentative budget shall become the final budget. If objections to the tentative budget are received, the Watermaster shall, within fifteen (15) days after the expiration of the time for presenting objections, consider all such objections, prepare a final budget, and mail a copy thereof to each party, together with a statement of the amount assessed, if any, to each party, computed as provided in paragraph 13. If the Watermaster denies any objection in whole or in part, the party whose objection was so denied may, within fifteen (15) days after service of the final budget upon it, make written objection to such denial by filing
its objections with the Court after first
mailing a copy of such objections to each
party, and such party shall bring its objections
on for hearing before the Court upon notice and
motion and at such time as the Court may direct.
If the Watermaster makes a change in the tentative
budget, then any party may within fifteen (15)
days after service of the final budget upon it
object to any such change by following the
procedure prescribed above in the case of a denial
of an objection to the tentative budget. If
objection to the final budget is filed with the
Court as herein provided and brought on for
hearing, then such final budget may be confirmed
or adjusted in whole or part as the Court may deem
proper.

13. The fees, compensation and expenses of the
Watermaster hereunder shall be borne by the parties
in the following proportions: 50% by Upper
District, 41.2% by Central Municipal, 7.125% by
the City of Long Beach, and 1.675% by the City of
Compton, or such other division among the Plaintiffs
as they may agree upon in writing and file with
the Watermaster.

Payment of the amount assessed to a party,
whether or not subject to adjustment by the Court
as provided in paragraph 12, shall be paid on or
prior to the beginning of the Water Year to which
the final budget and statement of assessed costs
is applicable. If such payment by any party is
not made on or before said date, the Watermaster
shall add a penalty of 5% thereof to such party's
statement. Payment required of any party hereunder may be enforced by execution issued out of this Court, or as may be provided by order hereinafter made by this Court. All such payments and penalties received by the Watermaster shall be expended by him for the administration of this Judgment. Any money remaining at the end of any Water Year shall be available for use in the following Water Year.

14. If a public agency or district shall be formed hereafter which shall include the present area of Upper District and shall have ability equal to or greater than that which Upper District now has to perform the obligations under this Judgment, and shall appear in this action and file a valid and effective assumption of such obligations, then Upper District upon application to this Court, and after notice and hearing, shall thereupon be relieved and discharged from all further obligations hereunder.

15. Full jurisdiction, power and authority is retained and reserved by the Court for the purpose of enabling the Court upon application of any party by motion and upon at least thirty (30) days notice thereof, and after hearing thereon (i) to make such further or supplemental orders or directions as may be necessary or appropriate for the construction, enforcement or carrying out of this Judgment, and (ii) to modify, amend or amplify any of the provisions of this Judgment whenever substantial developments affecting the physical, hydrological or other conditions dealt
with herein may, in the Court's opinion, justify or require such modification, amendment or amplification.

If at any time Plaintiffs and at least two-thirds of the Defendants including any two of the cities of Alhambra, Azusa and Monterey Park, shall file with the Court a written stipulation (i) that henceforth in determining any one or more of the component parts of Usable Water received by Lower Area in any Water Year, the Watermaster shall not use the method specified in this Judgment but shall use instead a new, different or altered method as specified and described in such stipulation, and (ii) that such new, different or altered method or methods shall be applied to redetermine the average annual amount of Usable Surface Flow, Subsurface Flow and Export to Lower Area which Lower Area received each Water Year during the period October 1, 1934 to September 30, 1959, referred to as the base period, and that on the basis of such redetermination the Court may modify paragraphs 4 and 5 of this Judgment to establish a new and different water entitlement and yearly adjustment thereto which shall thereafter control, then and in that event, after hearing pursuant to motion and notice to all parties, held at such time as the Court may direct, the Court may deny the motion or it may grant it and (a) approve the future use of the stipulated new, different or altered method or methods, by the Watermaster, and (b) by use of the stipulated new, different or altered method or
methods, redetermine the average annual amount of Usable Surface Flow, Subsurface Flow and Export to Lower Area received each Water Year during the base period, and on the basis thereof modify paragraphs 4 and 5 of this Judgment to provide for a new and different water entitlement and yearly adjustment thereto, which modifications shall be effective and control commencing with the Water Year following the entry of the order so modifying paragraphs 4 and 5.

16. Every transfer of any of those water rights of Defendants which are the subject of Paragraph 5(j) of this Judgment, whether such transfer is voluntary or involuntary, shall be reported promptly in writing by the transferor to the Watermaster; and the Watermaster shall give prompt written notice of such transfer to each party and to each transferee involved in every other transfer of any of those water rights. Such report by the transferor and notice by the Watermaster shall contain the following information as to each such transfer:

(a) The identity of the transferor;
(b) The identity of the transferee;
(c) The effective date of the transfer;
(d) A brief description of the document by which such transfer is made, and the recording data, if any;
(e) A statement as to whether the transfer was voluntary or involuntary;
(f) A statement whether or not after such transfer the transferor still has or
17. All notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment shall be given or made by written document and shall be served by mail on each party and on each transforee of water rights who has appeared and filed the assumption of obligations required by paragraph 5(k) of this Judgment, and where required or appropriate, on the Watermaster. For all purposes of this paragraph the mailing address of each party shall be that set forth below its signature to the Stipulation for Judgment, and the mailing address of each transforee of water rights shall be that set forth in the appearance and assumption of obligations required by paragraph 5(k) of this Judgment, until changed as provided below. No further notice of any kind as to any matter arising hereunder, including notice to attorneys of record for any party or such transforee, need be given, made or served.

If any party or any such transforee of water rights shall desire to change its designation of mailing address, it shall file a written notice of such change with the clerk of this court and shall serve a copy thereof by mail on the Watermaster. Upon the receipt of any such notice the Watermaster shall promptly give written notice thereof to each party and to each transforee of water rights.
18. The rights decreed and the obligations imposed by this Judgment shall be effective October 1, 1963, and shall accrue from that date.

19. None of the parties shall recover any costs from any other party.

Dated: ________________, 1964.

__________________________
Judge
LONG BEACH vs. SAN GABRIEL
Case No. 72647

RIO HONDO AND SAN GABRIEL RIVER
IN VICINITY OF
WHITTIER NARROWS DAM
(MODIFIED FROM L.A.O.F.G.D. MAP)

Thomas M. Stimson
Consulting Civil Engineer

Max B. Bohnen
Consulting Civil Engineer

March 1964

EXHIBIT A
LONG BEACH v. SAN GABRIEL

ENGINEERING APPENDIX

EXHIBIT B
ENGINEERING APPENDIX

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ENGINEERING APPENDIX

INTRODUCTION

Pursuant to the declaration of rights contained in paragraph 4 of the Judgment and the physical solution contained in paragraph 5 of the Judgment, the purpose of this exhibit is to establish the basis for calculations and measurements to provide for operation of the Judgment in the future.

Unless otherwise provided in this exhibit, all terms used herein are used in the same sense as defined or used in the Judgment.

The derivation of the Lower Area average annual entitlement is based upon the data presented herein covering the base period. However, if a more accurate method of determining Subsurface Flow is developed at some future time, it will be acceptable for use in carrying out the terms of this Judgment so long as it can also apply to the base period and to the years over which the Judgment shall have operated to that time.

I. DERIVATION OF LOWER AREA AVERAGE ANNUAL ENTITLEMENT

The Lower Area average annual entitlement is stipulated in paragraph 5 (a) of the Judgment to be 98,415 acre-feet. It was derived from three components of water supply over the base period, October 1, 1934, through September 30, 1959. Said components were: (1) Usable Surface Flow, (2) Subsurface Flow, and (3) Export to Lower Area.

A. Usable Surface Flow

For the base period, Usable Surface Flow was calculated as that portion of Surface Flow which percolated
in Montebello Forebay, less the calculated amounts of Lower Area
Replenishment Water (hereby defined as water imported from outside
of the watershed of the San Gabriel River system by or on behalf
of Lower Area Parties for replenishment of Montebello Forebay
and passing from Upper Area to Lower Area), and less one-half
of the Raymond Basin sewage discharged in Upper Area from the
Tri-City Sewage Treatment Plant.

Table 1 presents the calculation of Usable Surface
Flow during the base period. The average annual quantity was
calculated to be 51,620 acre-feet. Its derivation is summarized
in the following tabulation.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity in acre-feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Surface Flow</td>
<td>108,560</td>
</tr>
<tr>
<td>2. Montebello Forebay surface</td>
<td>45,000</td>
</tr>
<tr>
<td>outflow</td>
<td></td>
</tr>
<tr>
<td>3. Local storm inflow within</td>
<td>1,660</td>
</tr>
<tr>
<td>Montebello Forebay</td>
<td></td>
</tr>
<tr>
<td>4. Portion of Surface Flow</td>
<td>43,340</td>
</tr>
<tr>
<td>leaving Montebello</td>
<td></td>
</tr>
<tr>
<td>Forebay (2 minus 3)</td>
<td></td>
</tr>
<tr>
<td>5. Surface Flow percolated in</td>
<td>65,220</td>
</tr>
<tr>
<td>Montebello Forebay</td>
<td></td>
</tr>
<tr>
<td>(1 minus 4)</td>
<td></td>
</tr>
<tr>
<td>6. Lower Area Replenishment Water</td>
<td>11,870</td>
</tr>
<tr>
<td>(Colorado River water)</td>
<td></td>
</tr>
<tr>
<td>passing through Whittier Narrows</td>
<td></td>
</tr>
<tr>
<td>7. One-half of Raymond Basin</td>
<td>1,730</td>
</tr>
<tr>
<td>sewage discharged in</td>
<td></td>
</tr>
<tr>
<td>Upper Area</td>
<td></td>
</tr>
<tr>
<td>8. Usable Surface Flow</td>
<td>51,620</td>
</tr>
<tr>
<td>(5 minus 6 minus 7)</td>
<td></td>
</tr>
</tbody>
</table>
**TABLE 1**

**CALCULATION OF USABLE SURFACE FLOW**

**DURING BASE PERIOD**

**(Acre-Feet)**

<table>
<thead>
<tr>
<th>Water Year</th>
<th>Rio Hondo</th>
<th>Mission Creek</th>
<th>Rio Hondo Bypass</th>
<th>Sycamore Canyon</th>
<th>San Gabriel River at maximum rising water</th>
<th>Total ( (2+3+4+5+6) )</th>
<th>Montebello Forebay surface outflow</th>
<th>Outflow of Surface Flow parcelled in Montebello Forebay</th>
<th>Colorado River water passing Whittier Narrows</th>
<th>Usable Surface Flow (13-14-15)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1934-35</td>
<td>29,230</td>
<td>9,140</td>
<td>0</td>
<td>390</td>
<td>22,410</td>
<td>61,170</td>
<td>6,000</td>
<td>10,700</td>
<td>1,650</td>
<td>52,120</td>
</tr>
<tr>
<td>36</td>
<td>20,700</td>
<td>9,810</td>
<td>0</td>
<td>70</td>
<td>16,140</td>
<td>46,720</td>
<td>4,220</td>
<td>1,750</td>
<td>5,970</td>
<td>41,640</td>
</tr>
<tr>
<td>37</td>
<td>50,590</td>
<td>10,840</td>
<td>0</td>
<td>260</td>
<td>47,750</td>
<td>109,750</td>
<td>26,870</td>
<td>21,000</td>
<td>47,870</td>
<td>64,050</td>
</tr>
<tr>
<td>38</td>
<td>109,230</td>
<td>16,760</td>
<td>0</td>
<td>510</td>
<td>109,120</td>
<td>333,660</td>
<td>172,100</td>
<td>60,020</td>
<td>232,100</td>
<td>103,610</td>
</tr>
<tr>
<td>39</td>
<td>30,650</td>
<td>16,330</td>
<td>0</td>
<td>200</td>
<td>28,380</td>
<td>88,860</td>
<td>9,540</td>
<td>2,840</td>
<td>12,380</td>
<td>74,460</td>
</tr>
<tr>
<td>1939-40</td>
<td>27,660</td>
<td>16,210</td>
<td>0</td>
<td>110</td>
<td>29,510</td>
<td>73,490</td>
<td>4,650</td>
<td>1,900</td>
<td>6,750</td>
<td>67,650</td>
</tr>
<tr>
<td>41</td>
<td>120,650</td>
<td>18,120</td>
<td>0</td>
<td>1,070</td>
<td>112,640</td>
<td>262,880</td>
<td>93,580</td>
<td>76,780</td>
<td>169,360</td>
<td>97,330</td>
</tr>
<tr>
<td>42</td>
<td>28,810</td>
<td>16,740</td>
<td>0</td>
<td>80</td>
<td>43,770</td>
<td>51,940</td>
<td>6,730</td>
<td>13,570</td>
<td>20,300</td>
<td>72,060</td>
</tr>
<tr>
<td>43</td>
<td>59,470</td>
<td>17,410</td>
<td>0</td>
<td>150</td>
<td>222,670</td>
<td>289,790</td>
<td>41,910</td>
<td>186,420</td>
<td>228,230</td>
<td>73,950</td>
</tr>
<tr>
<td>44</td>
<td>51,190</td>
<td>18,850</td>
<td>0</td>
<td>320</td>
<td>121,420</td>
<td>393,890</td>
<td>26,620</td>
<td>79,930</td>
<td>106,750</td>
<td>87,520</td>
</tr>
<tr>
<td>1944-45</td>
<td>32,300</td>
<td>18,020</td>
<td>0</td>
<td>70</td>
<td>37,130</td>
<td>107,520</td>
<td>8,460</td>
<td>26,110</td>
<td>34,570</td>
<td>770</td>
</tr>
<tr>
<td>46</td>
<td>43,160</td>
<td>15,630</td>
<td>0</td>
<td>70</td>
<td>51,580</td>
<td>110,640</td>
<td>11,280</td>
<td>16,480</td>
<td>27,760</td>
<td>870</td>
</tr>
<tr>
<td>47</td>
<td>48,410</td>
<td>14,230</td>
<td>0</td>
<td>110</td>
<td>56,790</td>
<td>119,540</td>
<td>16,030</td>
<td>27,650</td>
<td>43,680</td>
<td>1,350</td>
</tr>
<tr>
<td>48</td>
<td>28,370</td>
<td>12,670</td>
<td>0</td>
<td>20</td>
<td>20,970</td>
<td>55,630</td>
<td>3,510</td>
<td>3,510</td>
<td>910</td>
<td>26,330</td>
</tr>
<tr>
<td>49</td>
<td>11,100</td>
<td>10,640</td>
<td>0</td>
<td>40</td>
<td>13,590</td>
<td>35,370</td>
<td>1,490</td>
<td>1,490</td>
<td>860</td>
<td>33,470</td>
</tr>
<tr>
<td>1949-50</td>
<td>12,280</td>
<td>8,780</td>
<td>0</td>
<td>110</td>
<td>11,780</td>
<td>32,950</td>
<td>2,840</td>
<td>2,840</td>
<td>1,240</td>
<td>1,600</td>
</tr>
<tr>
<td>51</td>
<td>7,880</td>
<td>6,700</td>
<td>0</td>
<td>8,420</td>
<td>23,090</td>
<td>30,910</td>
<td>780</td>
<td>780</td>
<td>850</td>
<td>21,110</td>
</tr>
<tr>
<td>52</td>
<td>34,570</td>
<td>6,090</td>
<td>0</td>
<td>530</td>
<td>36,090</td>
<td>99,990</td>
<td>20,040</td>
<td>24,250</td>
<td>50,390</td>
<td>51,030</td>
</tr>
<tr>
<td>53</td>
<td>16,120</td>
<td>6,210</td>
<td>0</td>
<td>50</td>
<td>22,350</td>
<td>44,730</td>
<td>3,450</td>
<td>980</td>
<td>4,430</td>
<td>41,730</td>
</tr>
<tr>
<td>54</td>
<td>23,390</td>
<td>3,580</td>
<td>1,230</td>
<td>150</td>
<td>18,130</td>
<td>25,430</td>
<td>10,760</td>
<td>3,799</td>
<td>14,150</td>
<td>49,070</td>
</tr>
<tr>
<td>1954-55</td>
<td>11,350</td>
<td>3,100</td>
<td>9,730</td>
<td>70</td>
<td>15,630</td>
<td>38,680</td>
<td>8,000</td>
<td>1,000</td>
<td>9,000</td>
<td>21,210</td>
</tr>
<tr>
<td>56</td>
<td>16,180</td>
<td>2,310</td>
<td>14,990</td>
<td>150</td>
<td>28,630</td>
<td>62,560</td>
<td>15,540</td>
<td>10,360</td>
<td>24,900</td>
<td>2,110</td>
</tr>
<tr>
<td>57</td>
<td>16,840</td>
<td>1,840</td>
<td>20,400</td>
<td>50</td>
<td>22,220</td>
<td>61,350</td>
<td>4,040</td>
<td>1,390</td>
<td>6,030</td>
<td>1,120</td>
</tr>
<tr>
<td>58</td>
<td>119,320</td>
<td>2,660</td>
<td>15,360</td>
<td>540</td>
<td>91,320</td>
<td>229,140</td>
<td>30,260</td>
<td>23,960</td>
<td>54,220</td>
<td>50,970</td>
</tr>
<tr>
<td>1958-59</td>
<td>39,800</td>
<td>3,920</td>
<td>0</td>
<td>10</td>
<td>39,790</td>
<td>83,520</td>
<td>3,000</td>
<td>3,130</td>
<td>7,030</td>
<td>77,720</td>
</tr>
<tr>
<td>TOTALS</td>
<td>1,096,860</td>
<td>265,530</td>
<td>67,650</td>
<td>4,980</td>
<td>1,278,040</td>
<td>2,714,060</td>
<td>638,280</td>
<td>586,490</td>
<td>1,124,970</td>
<td>41,410</td>
</tr>
<tr>
<td>Averages</td>
<td>43,870</td>
<td>10,660</td>
<td>2,710</td>
<td>200</td>
<td>51,120</td>
<td>108,560</td>
<td>21,530</td>
<td>23,470</td>
<td>45,000</td>
<td>1,660</td>
</tr>
</tbody>
</table>

| 13-14-15 | 1,082,860 | 1,636,590 | 296,850 | 43,265 | 1,290,385 |
| 11,870   | 1,720   | 51,620 |
B. Subsurface Flow

The State of California, Department of Water Resources, published in April 1962, Appendix B, "Safe Yield Determinations", of Bulletin No. 104, a report entitled "Planned Utilization of the Ground Water Basins of the Coastal Plain of Los Angeles County". That report included estimates of the seasonal Subsurface Flow through Whittier Narrows for each Water Year during the period 1934-35 through 1956-57. By applying the same methods of computation, the estimates have been extended through the Water Year 1958-59 and a 25-year average of 28,400 acre-feet derived.

Table 2 sets out the Subsurface Flow for each Water Year in the base period and the average annual Subsurface Flow during the base period.
<table>
<thead>
<tr>
<th>Water Year</th>
<th>Acre-Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1934-35</td>
<td>33,500</td>
</tr>
<tr>
<td>36</td>
<td>33,500</td>
</tr>
<tr>
<td>37</td>
<td>31,100</td>
</tr>
<tr>
<td>38</td>
<td>25,600</td>
</tr>
<tr>
<td>39</td>
<td>25,000</td>
</tr>
<tr>
<td>1939-40</td>
<td>23,900</td>
</tr>
<tr>
<td>41</td>
<td>23,300</td>
</tr>
<tr>
<td>42</td>
<td>21,800</td>
</tr>
<tr>
<td>43</td>
<td>21,900</td>
</tr>
<tr>
<td>44</td>
<td>23,700</td>
</tr>
<tr>
<td>1944-45</td>
<td>23,500</td>
</tr>
<tr>
<td>46</td>
<td>23,100</td>
</tr>
<tr>
<td>47</td>
<td>22,400</td>
</tr>
<tr>
<td>48</td>
<td>25,700</td>
</tr>
<tr>
<td>49</td>
<td>30,300</td>
</tr>
<tr>
<td>1949-50</td>
<td>34,000</td>
</tr>
<tr>
<td>51</td>
<td>32,800</td>
</tr>
<tr>
<td>52</td>
<td>32,100</td>
</tr>
<tr>
<td>53</td>
<td>32,800</td>
</tr>
<tr>
<td>54</td>
<td>33,200</td>
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<td>1954-55</td>
<td>33,600</td>
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<tr>
<td>56</td>
<td>32,200</td>
</tr>
<tr>
<td>57</td>
<td>32,600</td>
</tr>
<tr>
<td>58</td>
<td>30,500</td>
</tr>
<tr>
<td>1958-59</td>
<td>27,800</td>
</tr>
<tr>
<td>TOTAL</td>
<td>709,900</td>
</tr>
<tr>
<td>Average</td>
<td>28,400</td>
</tr>
</tbody>
</table>
C. Export to Lower Area

During the base period there were a number of water producers or water service agencies which produced water by surface diversions or wells in Upper Area and exported it to Lower Area. At the present time, and for the past several years, all such water has been pumped from wells in Upper Area.

There are four water service agencies which currently so export water. They are the Rincon Ditch Company, California Domestic Water Company, Suburban Water Systems, and the City of Whittier.

Table 3 sets forth Export to Lower Area for each Water Year during the base period and the average annual Export to Lower Area during the base period.
<table>
<thead>
<tr>
<th>Water Year</th>
<th>Acre-Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1934-35</td>
<td>15,049</td>
</tr>
<tr>
<td>35-36</td>
<td>21,644</td>
</tr>
<tr>
<td>36-37</td>
<td>22,668</td>
</tr>
<tr>
<td>37-38</td>
<td>25,151</td>
</tr>
<tr>
<td>38-39</td>
<td>27,532</td>
</tr>
<tr>
<td>1939-40</td>
<td>22,566</td>
</tr>
<tr>
<td>40-41</td>
<td>24,191</td>
</tr>
<tr>
<td>41-42</td>
<td>27,514</td>
</tr>
<tr>
<td>42-43</td>
<td>30,484</td>
</tr>
<tr>
<td>43-44</td>
<td>31,182</td>
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<tr>
<td>1944-45</td>
<td>25,953</td>
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<tr>
<td>45-46</td>
<td>27,456</td>
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<tr>
<td>46-47</td>
<td>29,877</td>
</tr>
<tr>
<td>47-48</td>
<td>30,165</td>
</tr>
<tr>
<td>48-49</td>
<td>25,515</td>
</tr>
<tr>
<td>1949-50</td>
<td>18,363</td>
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<tr>
<td>50-51</td>
<td>21,651</td>
</tr>
<tr>
<td>51-52</td>
<td>16,302</td>
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<td>52-53</td>
<td>18,141</td>
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<tr>
<td>53-54</td>
<td>18,360</td>
</tr>
<tr>
<td>1954-55</td>
<td>18,796</td>
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<tr>
<td>55-56</td>
<td>20,728</td>
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<td>56-57</td>
<td>19,686</td>
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<tr>
<td>57-58</td>
<td>22,031</td>
</tr>
<tr>
<td>58-59</td>
<td>23,881</td>
</tr>
<tr>
<td>TOTAL</td>
<td>584,886</td>
</tr>
<tr>
<td>Average</td>
<td>23,395</td>
</tr>
</tbody>
</table>
D. Derivation of Lower Area Average Annual Entitlement

Table 4 presents the derivation of the Lower Area average annual entitlement.

TABLE 4

LOWER AREA AVERAGE ANNUAL ENTITLEMENT
(In acre-feet for base period)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Usable Surface Flow (Table 1)</td>
<td>51,620</td>
</tr>
<tr>
<td>Subsurface Flow (Table 2)</td>
<td>28,400</td>
</tr>
<tr>
<td>Export to Lower Area (Table 3)</td>
<td>23,395</td>
</tr>
<tr>
<td>Sub-total</td>
<td>103,415</td>
</tr>
<tr>
<td>Stipulated deduction</td>
<td>5,000</td>
</tr>
<tr>
<td>Lower Area average annual entitlement</td>
<td>98,415</td>
</tr>
</tbody>
</table>

II. DETERMINATION OF FUTURE LOWER AREA ANNUAL ENTITLEMENT

In determining a future Lower Area Annual Entitlement, as set forth in paragraph 5 (d) of the Judgment, the annual rainfall for San Gabriel Valley shall be determined in accordance with procedures set forth below, which are those presently utilized by the Los Angeles County Flood Control District. The 90-year (1872-73 through 1961-62) average rainfall for San Gabriel Valley has been calculated by said District to be eighteen and fifty-two one-hundredths (18.52) inches. For purposes of this Judgment, this quantity shall be the long-term average annual rainfall for San Gabriel Valley and shall not be subject to change.

The arithmetic average of the annual rainfall recorded at the four precipitation stations listed below shall constitute the rainfall for San Gabriel Valley for the respective Water Year.
<table>
<thead>
<tr>
<th>Station No.</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>95</td>
<td>114 East First Street, San Dimas</td>
</tr>
<tr>
<td>102C</td>
<td>19711 East Valley Blvd., Walnut</td>
</tr>
<tr>
<td>108C</td>
<td>119 South Hoyt Avenue, El Monte</td>
</tr>
<tr>
<td>610B</td>
<td>City Hall, Pasadena</td>
</tr>
</tbody>
</table>

Table 5 presents the annual rainfall for San Gabriel Valley for the Water Years 1954-55 through 1962-63.

**TABLE 5**

**ANNUAL RAINFALL FOR SAN GABRIEL VALLEY**

<table>
<thead>
<tr>
<th>Water Year</th>
<th>Rainfall, Inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>1954-55</td>
<td>13.9</td>
</tr>
<tr>
<td>1956</td>
<td>16.7</td>
</tr>
<tr>
<td>1957</td>
<td>13.7</td>
</tr>
<tr>
<td>1958</td>
<td>30.2</td>
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<tr>
<td>1959</td>
<td>8.5</td>
</tr>
<tr>
<td>1959-60</td>
<td>10.6</td>
</tr>
<tr>
<td>1961</td>
<td>5.9</td>
</tr>
<tr>
<td>1962</td>
<td>22.4</td>
</tr>
<tr>
<td>1963</td>
<td>12.3</td>
</tr>
</tbody>
</table>

The average rainfall in inches for the ten (10) consecutive Water Years ending with the year for which entitlement is being calculated shall be used as the basis for determining Lower Area Annual Entitlement.

Lower Area Annual Entitlements have been computed for 10-year average rainfall in increments of one-tenth (0.1) inch between fourteen (14) and twenty-five (25) inches and are set forth in Table A in paragraph 5 (d) of the Judgment. The following outlines the procedure for determining Lower Area Annual Entitlement from Table A:

1. Derive the 10-year average rainfall for San Gabriel Valley to the nearest one-tenth (0.1) inch;
2. Enter Table A in left-hand column at whole number of inches of rainfall; and
(3) Read horizontally to the vertical column representing the appropriate tenth of an inch of rainfall to obtain the quantity of Lower Area Annual Entitlement in acre-feet.

III. FUTURE MEASUREMENTS

It will be necessary to maintain records of measurement of stream flow, flow in pipelines, rainfall and depth to ground water at a number of locations. The purpose of this Part III is to locate and identify those measurement stations and to specify the manner in which the measurements are to be used in the future operation of the Judgment. The line through Whittier Narrows shown on Exhibit A as "narrowest section" is the line at which accounting shall be made of the water to be received in the future by Lower Area Parties. The Watermaster shall, insofar as practicable, utilize measurement data available from existing sources. When such data are not available the Watermaster may make such measurements as may be necessary or reasonably required for the purposes of this Judgment. The Watermaster is hereby authorized to re-establish, rebuild or replace measuring stations whenever necessary for the operation of this Judgment.

A. Surface Water Measurements and Calculations.

There may be several categories of water flowing on the surface through Whittier Narrows. Among them may be local stream flow, Lower Area Replenishment Water, Reclaimed Water and Make-up Water. The Watermaster shall have the responsibility of determining the quantities of each category of water flowing through Whittier Narrows in the future.

The approximate locations of stream measuring stations in and near Whittier Narrows are shown on Exhibit A. The surface
water measurements and calculations shall include the following:

1. Measurements of Surface Flow.
   a. Rio Hondo above Mission Bridge, Station F64-R.
   b. Mission Creek at San Gabriel Boulevard, Station F83-R.
   c. Rio Hondo By-pass Channel, Station F313-R.
   d. Whittier Narrows Flood Channel, Station E337-R.
   e. Calculation of Sycamore Canyon runoff based on annual rainfall to nearest inch at Station 170-C as shown on Table 6.
   f. San Gabriel River near Parkway Bridge. This is to be a new station to replace the existing station on San Gabriel River at Beverly Boulevard, Station F263B-R.
   g. The portion of Reclaimed Water from Whittier Narrows Reclamation Plant diverted to Rio Hondo.

2. Measurement of local storm inflow to the channel of each of the Rio Hondo and San Gabriel River within Montebello Forebay.
   a. Montebello storm drain, Station F181-R.
   b. Calculation of unmeasured local storm inflow.

3. Measurements of diversions to spreading grounds Montebello Forebay.

4. Measurement of surface outflow from Montebello Forebay in the channel of each of Rio Hondo and
San Gabriel River.

a. Rio Hondo above Stewart and Gray Road, Station F45B-R.

b. San Gabriel River at Florence Avenue, Station F262-R.

5. Measurement of Lower Area Replenishment Water imported to Upper Area from outside the watershed of the San Gabriel River system.

a. Rio Hondo By-pass Channel, Station F313-R.

b. San Gabriel By-pass Channel, Station F314-R.

c. San Gabriel River MWD Outlet, Station M335-R.

d. Alhambra Wash MWD Outlet, Station M340-R.

e. Any other measuring point or points in Upper Area at which such replenishment water is released.

6. Measurement of total Reclaimed Water from Whittier Narrows Reclamation Plant reclaimed by or on behalf of Lower Area Parties.

In the event that any of the aforementioned gaging stations are inoperative for any reason and for any period of time the Watermaster shall estimate the quantity that would have been measured at the station had it been operative. The estimate shall be based on correlation to nearby operative measuring stations or on other reasonable engineering methods.
TABLE 6
RAINFALL - RUNOFF RELATIONSHIP OF SYCAMORE CANYON*

<table>
<thead>
<tr>
<th>Annual rainfall, in inches at Precipitation Station No. 170-C</th>
<th>Estimated runoff in acre-feet</th>
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<tr>
<td>6</td>
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<td>29</td>
<td>630</td>
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<td>30</td>
<td>685</td>
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</table>

Extrapolate for rainfall values in excess of 30 inches.

* Located on Westerly side of Whittier Narrows, upstream from dam and downstream from stream gaging Station F64-R. Approximate drainage area is 2.77 square miles.

B. Subsurface Flow

The determination of Subsurface Flow involves certain measurements and procedures which are set forth in this section. In connection with a recent comprehensive study made by the State of California, Department of Water Resources, for Bulletin No. 104, "Planned Utilization of the Ground Water Basins of the Coastal Plain of Los Angeles County", estimates were made of Subsurface Flow through Whittier Narrows. The State concluded that a reasonable method of determining Subsurface Flow was by the transmissibility method, which is based on Darcy's Law applied
at the location shown on Exhibit A as "narrowest section".

Darcy's Law states that \( Q = PIA \), in which

\[
Q = \text{Subsurface Flow}
\]

\[
P = \text{Permeability, in gallons per day per square foot under unit hydraulic gradient}
\]

\[
I = \text{Slope of water table}
\]

\[
A = \text{Cross-sectional area}
\]

Under this Judgment calculations shall be made by the Watermaster for the spring and fall of each year and because of slight variations due to the nature of the data available, Subsurface Flow for any one year will be equal to the tri-annual average of the quantities calculated for the three years ending with the year of calculation. In this manner, annual Subsurface Flow shall be based on the average of six calculations, the first of which shall be the spring of 1962.

The elevation of the ground surface at the "narrowest section" of Whittier Narrows is deemed to be 208 feet above sea level, and the width of the section is deemed to be 7,900 feet. Water levels fluctuate at Whittier Narrows and the cross-sectional area of the ground water at Whittier Narrows will vary with fluctuations in ground water elevation.

It should be noted that \( T = PD \), where \( T \) = transmissibility in gallons per day per foot of width under unit hydraulic gradient and \( D \) = saturated depth in feet. Therefore \( PA = TW \) and \( Q = PAI = TWI \). The product \( TW \) (or \( PA \)) for the entire cross-sectional area was determined to be 4,739.5 \times 1,000,000 gallons per day, or 7,333.6 cfs. The actual slope of the water table, \( I \), would then be applied to the calculated quantity of \( TW \) (or \( PA \)).

The average permeability of the material to a depth of 100 feet below the ground surface has been determined to be equal to 2,000 gallons per day per square foot, which is
equal to .003095 cubic feet per second per square foot. This represents the average permeability in the zone of water level fluctuation.

In order to correct for the unsaturated depth, the equation $Q = TW - C$ is modified to $Q = (TW - C)I$ where

$$C = P_1 W d,$$

$C =$ The flow which would occur in the unsaturated section if it were saturated, in cubic feet per second under unit hydraulic gradient.

$P_1 =$ Average permeability for a distance of 100 feet below the ground surface.

$W =$ The cross-sectional width, or 7,900 feet.

$d =$ The distance from the water surface to the top of the ground, or 208 feet minus ground water elevation.

Utilizing the values of permeability shown above, then

$$C = 24.45 d,$$ in cubic feet per second, for values of "d" to a depth of 100 feet below the ground surface.

The "effective transmissibility" is equal to the total transmissibility times the width at the narrowest section minus $C$, or,

$$T_{ve} = TW - C$$

$$T_{ve} = 7,334 - C,$$ in cubic feet per second.

Subsurface Flow is equal to the effective transmissibility times the average slope of the water table. The formula derived from the foregoing, may be stated as follows:

$$Q = 724 I [7,334 - 24.45 (208 - E)]$$

Where: $Q =$ Subsurface Flow in acre-feet per year,

$I =$ Average adjusted slope of ground water surface at narrowest section, and

$E =$ Ground water elevation of the water surface in feet above sea level at the narrowest cross-section.

The detailed steps to be carried out by the Watermaster are as follows:
(1) Ground water level contour maps in the vicinity of Whittier Narrows are drawn on the basis of water level measurements.

(2) A line representing the narrowest cross-section is drawn on the ground water contour maps.

(3) This line is subdivided into four equal lengths.

(4) The average slope of the water table at each of the three points within the narrowest section is determined along a line perpendicular to the ground water contours in the manner heretofore used by the State of California, Department of Water Resources.

(5) Adjustment is made to the ground water slope at each of the three points so that it is perpendicular to the narrowest section by:

(a) measuring the angle, in degrees, between the line representing the narrowest cross-section and the tangent to the flow line at the narrowest cross-section,

(b) applying the sine of that angle to the previously determined slope to determine the adjusted slope, and

(c) obtaining an average of the three adjusted slopes to represent the average slope through the narrowest cross-section.

(6) The elevation of the water surface at the narrowest cross-section is determined by interpolating between the ground water contours.

(7) The distance to the ground water surface is computed from the top of the ground by the formula: \( d = 208 - E \), where \( E \) represents the average water level elevation of the narrowest cross-section, in feet.

(8) The correction factors for the transmissibility for the area from the top of ground to the water surface is computed by the formula \( C = 24.45 \, d \), in cubic feet per second.
(9) The effective transmissibility is computed by the formula
\[ T_w = 7,334 - C \], in cubic feet per second.

(10) Subsurface Flow is computed by multiplying the effective
transmissibility by the average adjusted slope.

(11) The computed Subsurface Flow, in cubic feet per second,
is converted to acre-feet per year by multiplying it by 724.

The selected wells within the vicinity of Whittier
Narrows which have been used for drawing the ground water
contours are as follows:

<table>
<thead>
<tr>
<th>Location No.</th>
<th>State No.</th>
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<tbody>
<tr>
<td>2927B</td>
<td>2S 11W 06M01S</td>
</tr>
<tr>
<td>2927D</td>
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<td>2S 11W 07H1S</td>
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<td>05N05S</td>
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<td>2939</td>
<td>08N01S</td>
</tr>
<tr>
<td>2939B</td>
<td>18B01S</td>
</tr>
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<td>08B02S</td>
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<td>08L03S</td>
</tr>
<tr>
<td>2957H</td>
<td>-</td>
</tr>
</tbody>
</table>

The Watermaster shall obtain measurements of ground
water elevations in the spring and fall of each year when they
are at their approximate high and low levels, respectively.
Such measurements may be made at, but need not be limited to,
all of the above listed wells.

C. Export to Lower Area

If present measuring devices on existing conduits are
inadequate, the Watermaster shall install or cause to be
installed adequate measuring devices to determine the amount of
Export to Lower Area.
IV. ACCOUNTING

Utilizing the appropriate measurements described in the previous portion of this Exhibit B, the Watermaster shall maintain accounts for the determination of Lower Area Annual Entitlement, the annual amount of Usable Water, Make-up Water to be delivered, Make-up Water received, the annual total amount of Usable Water and Make-up Water, the accumulated Lower Area Annual Entitlements, the accumulated amounts of Usable Water and Make-up Water received subsequent to September 30, 1963, Accrued Debit of Upper Area or Accrued Credit of Upper Area, and records necessary for accomplishing the Long-term Accounting.

In maintaining the accounting records listed above, the Watermaster shall establish the necessary accounting procedures to accomplish the recordation of data and required calculations for accomplishment of the provisions set forth in paragraph 5 of the Judgment.

A. Components of Usable Water

1. Surface Flow. Surface Flow shall be measured as set forth in Part III.A. of this exhibit to include all water other than Export to Lower Area and Subsurface Flow which passes from Upper Area to Lower Area through Whittier Narrows. When the new station to be constructed on the San Gabriel River near Parkway Bridge is completed, it shall replace the gaging station on the San Gabriel River at Beverly Boulevard, Station F263B-R. Until such new station is in operation, Surface Flow as measured at Station F263B-R shall be increased by the amount of Surface Flow which has percolated or been diverted between Station F263B-R and the point of maximum rising water. The Watermaster shall determine the quantity so percolated or diverted based upon available measurements by the Los Angeles County Flood Control District.
2. **Subsurface Flow.** Subsurface Flow shall be calculated in accordance with the procedures heretofore set forth.

3. **Export to Lower Area.** The Watermaster shall reduce to acre-feet the meter readings on each of the conduits transporting through Whittier Narrows water diverted from surface streams in Upper Area or pumped or developed from underground sources in Upper Area. These quantities shall be used to determine Export to Lower Area except that after September 30, 1966, Export to Lower Area used for determination of Usable Water shall not exceed 23,395 acre-feet per year. (Paragraph 3(1) of this Judgment.)

B. **Calculation of Usable Water**

After determining the amounts of Surface Flow, Subsurface Flow and Export to Lower Area during a Water Year, as provided above, the Watermaster, in order to determine the extent to which such water constitutes the receipt of Usable Water by Lower Area during such Water Year, shall deduct from the total of such amounts, the following:

1. **Lower Area Replenishment Water.** An amount equal to the total quantity of Lower Area Replenishment Water released in Upper Area in each Water Year subsequent to September 30, 1963, less such amount, if any, as the Watermaster determines to be lost due to evaporation or transpiration prior to the receipt of such water in Lower Area;

2. **Reclaimed Water.** An amount equal to the total quantity of Reclaimed Water which is reclaimed by or on behalf of Lower Area Parties;

3. **Make-up Water.** An amount equal to the quantity of Make-up Water delivered to Lower Area during such Water Year, calculated as hereafter provided, to the extent included in
Surface Flow or Export to Lower Area;

4. **Paragraph 3(1)(6) Water.** An amount equal to the quantity of any water which falls within the scope of paragraph 3(1)(6) of the Judgment; and

5. **Unusable Surface Flow.** An amount equal to the quantity of Unusable Surface Flow, which is determined by deducting from the total outflow as measured at Stations F45B-R and F262-R: (1) Local Storm Outflow and (2) the portion of Surface Flow which has been caused to pass said stations by reason of any spreading of water in Montebello Forebay by or on behalf of Lower Area Parties.

Local Storm Outflow is a portion of local storm inflow originating in Montebello Forebay upstream from said measuring stations, the amount of which outflow is to be determined as hereinafter provided. When actual measurements of local storm inflow are not available, the amount thereof discharging to the channels of Rio Hondo or San Gabriel River within Montebello Forebay upstream from stations F45B-R and F262-R shall be estimated by correlation with the local storm inflow measured at Montebello Storm Drain, Station F181-R. Such quantities shall be estimated on the basis of the individual drainage areas of storm drain projects and the runoff per unit area determined from the Montebello Storm Drain, Station F181-R, during the particular time interval under consideration. When water is flowing out of Montebello Forebay on the surface in the Rio Hondo or San Gabriel River channels, the Watermaster shall determine Local Storm Outflow as follows:

a. **Local Storm Outflow from Rio Hondo.** When outflow occurs at Station F45B-R, all local storm inflow, both measured and estimated, which enters the Rio Hondo channel between that station and Upper Area shall constitute Local Storm Outflow from Rio Hondo, but the amount thereof shall not exceed the amount of
outflow at Station F45B-R for such periods.

b. **Local Storm Outflow from San Gabriel River.** At such times as local storm inflow does not join Surface Flow in San Gabriel River, the portion of such local storm inflow passing Station F262-R shall constitute Local Storm Outflow. In addition, at such times as Surface Flow in the San Gabriel River commingles with the local storm inflow, then the Watermaster shall determine Local Storm Outflow as follows:

1. Calculate the total amount of local storm inflow to the San Gabriel River during such times, but such amount to be used in the determination of Local Storm Outflow shall not exceed the amount of San Gabriel River outflow passing Station F262-R during such periods.

2. Calculate the Local Storm Outflow passing Station F262-R during such times, which calculation shall be based on the Surface Flow and local storm inflow to the San Gabriel River channel, giving appropriate weight to the quantities involved and the distance the respective quantities of water traverse Montebello Forebay in said channel.

3. These two calculations shall then be averaged arithmetically and the resulting amount shall be Local Storm Outflow from San Gabriel River.

C. **Determination and Delivery of Make-up Water**

1. **By Additions to Surface Flow (paragraph 5(i)(1) of Judgment).** The determination of the amount of Make-up Water which is delivered to Lower Area as an addition to Surface Flow shall be based upon (a) measurements of Make-up Water at the
delivery outlet of such water upstream from Whittier Narrows, (b) measurements of water consisting in whole or in part of Make-up Water passing the applicable stations listed in Part III, A.1. of this Exhibit B, and (c) such deductions from the measurements of Make-up Water at said stations so listed as are necessary to take into account (i) the amount of any water other than Make-up Water included in the measurements at said stations so listed, (ii) any losses due to evaporation or transpiration of Make-up Water after such measurement and prior to its receipt in Lower Area, and (iii) any percolation of Make-up Water after such measurement and prior to the time it reaches the "narrowest section" in Whittier Narrows.

As changing conditions may require, the Watermaster shall change the points of measurement of Make-up Water in order to obtain those measurements necessary to determine the amount of Make-up Water delivered to Lower Area Parties by means of increasing Surface Flow.

2. **By Payment for Reclaimed Water (paragraph 5(i)(2) of the Judgment).** The Watermaster shall determine (a) the quantity of Reclaimed Water reclaimed at the Whittier Narrows Water Reclamation Plant as it existed October 1, 1963, and which when so reclaimed shall have been passed through Whittier Narrows, and (b) the quantity, if any, of Reclaimed Water reclaimed at any future additions to said plant after September 30, 1963, and which when so reclaimed shall have been passed through Whittier Narrows. Such quantities shall be ascertained from the records of Los Angeles County Flood Control District.

Upon being advised that a payment has been made by Upper District or Defendants to Central Municipal pursuant to the provisions of paragraph 5(i)(2) of the Judgment, the Watermaster shall credit Upper Area Parties with the delivery of Make-up Water computed according to said paragraph of the
Judgment.

3. By Deliveries to a Lower Area Party (paragraph 5(i)(3) of the Judgment). Any Make-up Water delivered directly to a Lower Area Party with the consent of Plaintiffs shall be metered and the meter records reduced to acre-feet per year. Upon being advised that a Lower Area Party has received a direct delivery of Make-up Water pursuant to the provisions of paragraph 5(i)(3) of the Judgment, the Watermaster shall credit Upper Area Parties with delivery of such Make-up Water in the Water Year in which it was so delivered.

D. Long-term Accounting

The Watermaster shall maintain a record of the annual rainfall in the San Gabriel Valley, including a running average of such rainfall, so that the Watermaster will be informed when a Long-term Accounting shall be carried out as specified in paragraph 5(h) of the Judgment, and shall thereafter perform the necessary calculations for accomplishment of the adjustment, if any, between the aggregate amount of water received compared to the aggregate entitlement for the period.

E. Water Usable for Ground Water Replenishment

With respect to any delivery of Make-up Water the Watermaster shall determine the suitability of such water for ground water replenishment. The Watermaster shall gather, insofar as readily available from public and private agencies, data relating to the quality of all categories of water, Surface Flow, Subsurface Flow, Export to Lower Area, Reclaimed Water, Lower Area Replenishment Water and Make-up Water.
REIMBURSEMENT CONTRACT

LONG BEACH v. SAN GABRIEL
# REIMBURSEMENT CONTRACT

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REIMBURSEMENT CONTRACT

THIS CONTRACT is made by and between UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, herein called "Upper District", and the cities of ALHAMBRA, ARCADIA, AZUSA, COVINA, EL MONTE, GLENDORA, MONTEREY PARK, MONROVIA, SOUTH PASADENA, and WHITTIER; BALDWIN PARK COUNTY WATER DISTRICT, and SAN GABRIEL COUNTY WATER DISTRICT; AZUSA AGRICULTURAL WATER COMPANY, AZUSA VALLEY WATER COMPANY, CALIFORNIA DOMESTIC WATER COMPANY, CALIFORNIA WATER & TELEPHONE COMPANY, COLUMBIA LAND AND WATER COMPANY, COVINA IRRIGATING COMPANY, CROSS WATER COMPANY, DUARTE WATER COMPANY, EAST PASADENA WATER COMPANY, LTD., GLENDORA IRRIGATING COMPANY, SAN DIMAS WATER COMPANY, SAN GABRIEL VALLEY WATER COMPANY, SOUTHERN CALIFORNIA WATER COMPANY, SUBURBAN WATER SYSTEMS, SUNNYSLOPE WATER COMPANY, and VALLECITO WATER COMPANY, corporations, herein collectively called "Pumpers."

RECITALS

1. The Action. In the matter of Board of Water Commissioners of the City of Long Beach, et al. v. San Gabriel Valley Water Company, et al., (L. A. Superior Court No. 722,647) the water rights of substantially all major water producers in the main San Gabriel Valley are sought to be restricted.

2. Judgment. The parties named above, except City
of Whittier, are concurrently executing a Stipulation that a Judgment substantially in the form annexed hereto shall be rendered and it is anticipated that such Judgment will be rendered in the action.

3. Public Interest in Settlement. It is in the best interests of the Pumpers and in the best interests of the water users and taxpayers within the corporate boundaries of those Pumpers which are public agencies, of the consumers of those Pumpers which are utilities or mutual water companies, and of all residents and taxpayers of Upper District, that said action be settled and disposed of in accordance with the terms of said judgment in order to preserve the water supplies within Upper Area.

DEFINITIONS

1. "Contract Costs" -- All costs hereafter paid by Upper District:

(a) In providing Make-up Water under the terms of the judgment. In computing such cost of providing Make-up Water, any cost which Upper District shall pay which it would have paid even though it had not provided Make-up Water shall be excluded; and particularly but not exclusively, no amount which shall be paid to The Metropolitan Water District of Southern California as a condition to any past or future annexation shall be
deemed a cost of providing Make-up Water. Such costs may include interest paid by Upper District upon money borrowed for advancements made by it or interest which would have been received by the District, but which it lost by reason of making such advancements.

(b) In complying with the terms of said judgment.

(c) In keeping the records, making the determinations and collecting the moneys required by the later provisions of this contract.

2. "Assessable Pumpage" -- The amount of ground water produced in the applicable calendar year by or on behalf of any Pumper by pumping or extraction thereof from the Upper Area, including ground water produced under rights hereafter acquired from any source.

3. Common Terms With Judgment -- All terms specially defined in said judgment are used herein in the sense in which they are therein defined, and said special definitions are incorporated herein by this reference.

OPERATIVE PROVISIONS

1. Consideration for Execution. The great majority of the defendants in the action are situated in whole or in part within Upper District and pump water therein. Certain defendants, including the Cities of Alhambra, Azusa and
Monterey Park, as well as the City of Whittier which is not a defendant, lie outside Upper District. Execution of this agreement by all parties to it is essential to induce each party hereto to execute this agreement, and likewise, execution of the Stipulation for Judgment by all defendants in the action is necessary to induce each party hereto to execute this contract. Each party executes this contract in consideration of its execution by the other parties, and in consideration of the execution of the Stipulation by the parties thereto. Moreover, by this contract each party other than City of Whittier waives its right to cross-complain in the action so as to bring City of Whittier into the action as a party.

2. **Intervention by Upper District.** In consideration of the execution of this contract by Pumpers and to contribute to the physical solution of providing adequate water for its inhabitants, Upper District has intervened as a defendant in the action and agrees to execute the stipulation for said judgment.

3. **Administration.** Upper District shall administer the provisions of Paragraphs 6 through 9, below, as to all Pumpers, including additional parties hereto mentioned in Paragraph 16.

4. **Covenant to Reimburse.** Each Pumper hereby agrees to pay to Upper District such Pumper's share of Contract
Costs allocated and determined as provided below.

5. Allocation of Costs Among Pumpers. Pumpers agree among themselves, each for the benefit of all other Pumpers, to share and participate in the payment of any sums due Upper District hereunder in such proportion as the Assessable Pumpage of each Pumper bears to the total Assessable Pumpage of all Pumpers for the applicable period covered by any assessment as hereinafter provided, subject to the provisions of Paragraph 9 below.

6. Reports by Pumpers. Pumpers shall file under penalty of perjury the reports hereinafter specified in the form provided by Upper District, as follows:

(a) Time and Procedure for Filing. Each year, on or before March 1, each Pumper shall file with Upper District a written report of its extractions of water from Upper Area for the preceding calendar year containing the information set forth in subparagraph (b) of this paragraph.

(b) Contents of the Report. Such annual reports to Upper District shall set forth:

(1) The name and address of the Pumper; and

(2) The number of acre feet of water which was pumped or extracted from Upper Area by or on behalf of the Pumper during
the calendar year covered.

(c) Determination in Lieu of Report. In the event any Pumper fails to so file such report, Upper District may make a determination of the Assessable Pumpage of such Pumper, which determination shall be final and binding.

7. Notice of Assessment. On or before June 1 of each year, Upper District shall serve a Notice of Assessment on each Pumper covering the preceding calendar year which will contain a statement of:

(a) The amount of Assessable Pumpage by each Pumper;

(b) A detailed statement of Contract Costs during the preceding calendar year, if any; and

(c) A statement of the amount of such Contract Costs which are assessable to and payable by the Pumper to whom such notice is sent.

8. Payment--Delinquency and Default. All assessments herein provided for shall be due and payable on the following July 31. In the event of nonpayment of any assessment, Upper District may bring an action and shall have the right to recover such assessment, together with interest thereon at the rate of 7% per annum from the date of delinquency and costs of suit, including any reasonable attorneys' fees incurred.
If, after due diligence, Upper District is unable to collect a Pumper's allocated cost, such uncollectible amount (including interest, costs and attorneys' fees) shall be prorated among and paid by the other Pumpers in the same proportions as they paid assessments for the year or years in question. Said proration shall be billed and payable with the next succeeding assessment.

9. Redetermination of Assessable Pumpage. Any Pumper may at any time within 90 days after receipt of any Notice of Assessment request a redetermination of the Assessable Pumpage of such Pumper or of any other Pumper or Pumpers reflected in such notice. Such request shall be addressed in writing to Upper District and shall set forth the basis of the requesting Pumper's belief that such data are incorrect. Upon the receipt of any request, the following procedures shall be undertaken by Upper District:

(a) Notice of Request for Redetermination. Upper District shall forthwith notify in writing any Pumper whose Assessable Pumpage has been questioned, of the fact of such request and the name of the requesting Pumper. Notice shall further be sent to all Pumpers that procedures will be undertaken pursuant to this paragraph, and shall state briefly the issues to be determined.
(b) **Availability of Records.** Subsequent to such notice, the records of the Pumper whose Assessable Pumpage is subject to a request for redetermination shall be made available at reasonable hours and upon reasonable demand to Upper District, insofar as such records are relevant to a determination of the Assessable Pumpage of the Pumper during the period involved.

(c) **Investigation and Notice of Hearing.** Upper District shall conduct an investigation and shall by written decision served on all Pumpers redetermine or affirm such Assessable Pumpage. Upper District may at its option set a date for hearing. In such event, at least ten days' notice in writing of said hearing date shall be given to all Pumpers.

(d) **Conduct of Hearing and Decision.** If hearing be held, Upper District shall not be bound therein by strict rules of evidence, but may rely on any evidence which it deems of probative value. Any Pumper may present evidence and arguments thereat. The written decision of Upper District, with or without such hearing, shall be served on all Pumpers and shall be conclusive for purposes of this contract, unless said issue is submitted
to a court of competent jurisdiction within 90
days from notice of such decision.

(e) **Reallocation of Contract Costs.** If Assess-
able Pumpage is modified by any such decision,
Contract Costs shall be reallocated in accordance
therewith. Said reallocation shall be billed and
payable with the next succeeding assessment.

10. **Water Rights Unaffected.** This contract relates
solely to the equitable allocation of Contract Costs and
does not involve or constitute an admission or agreement as
to the water rights of any Pumper. Execution of this con-
tact shall not prevent any party hereto from bringing or
maintaining any action or proceeding to determine rights to
pump, extract or store water, or to limit or curtail any
pumping, extraction or storage of water in or from Upper
Area or elsewhere, except as limited by Paragraphs 1 and
16 of the Operative Provisions hereof.

11. **Changed Conditions.** It is recognized that con-
ditions in Upper Area may hereafter change to such an extent
that it may become equitable to modify either the total obli-
gation of Pumpers to Upper District hereunder or the alloca-
tion of Contract Costs. While this contract is entered into
to assure Upper District of reimbursement of an amount up to
its entire Contract Costs, it is not intended hereby, and
this contract shall not be deemed, to prevent Upper District
from modifying and reducing such obligation or from apply-
ing other relief which may reduce the burden on Pumpers.
Without limitation upon the power of Upper District to
otherwise reduce the aggregate amount payable under this
contract, the following specific instances of changed con-
ditions are contemplated:

(a) Allocation of Portion of Burden to Taxes. It may at some future date appear equitable and
fair to allocate all or a portion of Contract
Costs to ad valorem taxes or other revenues of
Upper District. In such event, Upper District may,
in the discretion of its Board of Directors, allo-
cate all or a portion of Contract Costs to such
revenue sources and the remainder, if any, thereof,
shall be payable under the terms of this contract.

(b) Imposition of Pump Tax. If Upper District
should acquire and exercise the right to levy a
tax upon the pumping or extraction of ground water,
then the aggregate of such tax shall be credited
proportionally amongst Pumpers with respect to
Assessable Pumpage within Upper District.

(c) Adjudication of Rights. If all or sub-
stantially all of the water rights within Upper
Area shall be adjudicated (including the rights
of all Pumpers), and its natural and safe yield
determined, then this contract shall be deemed modified to the extent that Assessable Pumpage shall include only that amount of water produced over and above the safe yield portion of adjudicated rights owned by any Pumper; provided that this subparagraph (c) shall not apply to any year in which the aggregate of all Assessable Pumpage as so modified is less than 25,000 acre feet.

12. Effective Date. This contract shall be effective ten (10) days after notice in writing of execution thereof by all parties, which notice shall be given to all Pumpers by Upper District, but shall cease and terminate on July 1, 1966, unless by said date (a) this contract shall have been validated as provided below, and (b) the Judgment shall have been rendered.

13. Validation. Within four months after this contract becomes effective, a proceeding or proceedings shall be instituted by Upper District in a court of competent jurisdiction by an appropriate action or actions for determination of the validity of this contract.

14. Term. The term of this contract shall commence upon its effective date and continue so long as the Judgment, as entered or as modified, shall remain in effect, subject, however, to the provisions of Paragraph 12 above.
15. **Notices.** Any notice to be served upon any party hereunder may be served either personally or by mail. If served by mail, such notice shall be mailed in the County of Los Angeles, State of California, by certified mail, postage prepaid, return receipt requested, or by registered mail, and shall be addressed to the party to be served at its address as set forth below, or (in the case of Upper District) at such other address as it may have last specified in writing to the Pumper or Pumpers involved for the service of notices hereunder, or (in the case of a Pumper) at such other address as it may have last specified in writing to Upper District for the service of notices hereunder. Any notice so served by mail shall be deemed to have been served upon the first business day (excluding Saturdays, Sundays and holidays) after such mailing.

16. **Additional Parties.** In addition to Pumpers and their successors and assigns referred to in Paragraph 17 below, any other person or entity who or which shall pump or extract water in or from Upper Area (herein referred to as an "additional party"), may become a party to this contract, provided (a) Upper District shall give its written consent thereto, and (b) no Pumper or additional party shall serve upon Upper District its written objection thereto. If Upper District shall give its written consent to execution of this contract by an applying additional party, it shall
then give written notice of such application and consent by Upper District to each Pumper and each additional party, and if within thirty (30) days after such notice no Pumper or additional party shall have served upon Upper District its written objection to execution of this contract by the applying additional party, such additional party’s application shall be deemed to have been accepted and it may become a party to this contract by delivery to Upper District of a duly executed instrument in writing stating that such person or entity joins in and becomes a party to this contract.

Any additional party so joining shall become bound by all obligations of this contract, becoming due or which should be performed within the terms of this contract on and after the ensuing January 1. Such obligations include the duty to make the report of extractions during the preceding calendar year (i.e., the year in which the contract is executed) required by Paragraph 6, and to make the payment based upon such extractions as required by Paragraph 5, provided, however, that such additional party shall have no liability under Paragraph 8 with respect to any nonpayments of an assessment based upon extractions by a Pumper or other additional party prior to the year in which such additional party joins in this contract.

As to each Pumper who executes this contract after it becomes effective, Upper District agrees that for a
period of 90 days after giving its said written consent, it will bring no action against such additional party to limit or define its rights to pump water in or from Upper Area. Further, if more than one such Pumper shall become a party to this agreement at the same time as any other pumper, each will execute and shall be deemed to have executed this contract and to have joined therein in consideration of the joinder in this contract by the other or others concurrently joining in this contract.

Any such additional party shall be deemed a Pumper for all purposes of this agreement.

17. Successors and Assigns. This contract shall inure to the benefit of and bind the successors in ownership of the water rights of the parties. If any Pumper shall sell or transfer or agree to sell or transfer its water rights in Upper Area or any part of such water rights, such Pumper shall require as a condition of any such sale, transfer or agreement that the purchaser or transferee, if not already a party to this contract, shall execute this contract and become a party thereto. Upon a full transfer of such rights by a Pumper and assumption by the assignee as above provided, the assigning Pumper shall be discharged of obligation hereunder. If such Pumper fails to obtain such assumption (except in cases of a transfer under order of court or by operation of law) the assigning Pumper shall
remain bound by the contract and production of water by said assignee by the exercise of the right assigned shall be treated as production by such Pumper.

18. Execution in Counterparts. This contract may be executed in counterparts (each counterpart being an exact copy or duplicate of the original) and all counterparts collectively shall be considered as constituting one complete contract.

IN WITNESS WHEREOF this contract is executed by the undersigned by its duly authorized officer.

Dated: ________________

__________________________

(SEAL)                          By ____________________________

__________________________

ed.                          By ____________________________
APPENDIX H

MAIN SAN GABRIEL BASIN JUDGMENT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

Plaintiff,

vs.

CITY OF ALHAMBRA, et al,

Defendants.

No. 924128

AMENDED JUDGMENT
(and Exhibits There To),

Honorable Florence T. Pickard
Assigned Judge Presiding

Original Judgment
Signed and Filed: December 29, 1972;
Entered: January 4, 1973
Book 6741, Page 187

JUDGMENT AS AMENDED AUGUST 24, 1989
Ralph B. Helm
Suite 214
4605 Lankershim Boulevard
North Hollywood, CA 91602
Telephone (818) 769-2002
Attorney for Watermaster

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT,
Plaintiff,

vs.

CITY OF ALHAMBRA, et al.,
Defendants.

No. 924128
AMENDED JUDGMENT
(And Exhibits Thereto)

HONORABLE FLORENCE T. PICKARD
Assigned Judge Presiding
DEPARTMENT 38

August 24, 1989
# AMENDED JUDGMENT

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Suite 214
4605 Lankershim Boulevard
North Hollywood, CA 91602
Telehone (818) 769-2002
Attorney for Watermaster

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, ( ) No. 924128

Plaintiff, ( ) AMENDED JUDGMENT

vs.

CITY OF ALHAMBRA, et al., ( )

Defendants. ( ) Hearing: August 24, 1989
Department 38, 9:00 A.M.

The Petition of the MAIN SAN GABRIEL BASIN WATERMASTER for this AMENDED JUDGMENT herein, came on regularly for hearing in this Court before the HONORABLE FLORENCE T. PICKARD, ASSIGNED JUDGE PRESIDING, on August 24, 1989; Ralph B. Helm appeared as attorney for Watermaster - Petitioner; and good cause appearing, the following ORDER and AMENDED JUDGMENT are, hereby, made:

I. INTRODUCTION

1. Pleadings, Parties, and Jurisdiction. The complaint herein was filed on January 2, 1968, seeking an adjudication of water rights. By amendment of said complaint and dismissals of certain parties, said adjudication was limited to the Main San Gabriel Basin and its Relevant Watershed. Substantially all
defendants and the cross-defendant have appeared herein, certain
defaults have been entered, and other defendants dismissed.
By the pleadings herein and by Order of this Court, the issues
have been made those of a full inter se adjudication of water
rights as between each and all of the parties. This Court has
jurisdiction of the subject matter of this action and of the
parties herein.

2. Stipulation for Entry of Judgment. A substantial
majority of the parties, by number and by quantity of rights
herein Adjudicated, Stipulated for entry of a Judgment in
substantially the form of the original Judgment herein.

3. Lis Pendens. (New) A Lis Pendens was recorded August
20, 1970, as Document 2650, in Official Records of Los Angeles
County, California, in Book M 3554, Page 866.

4. Findings and Conclusions. (Prior Judgment Section 3)
Trial was had before the Court, sitting without a jury, John
Shea, Judge Presiding, commencing on October 30, 1972, and
Findings of Fact and Conclusions of Law have been entered
herein.

5. Judgment. (New) Judgment (and Exhibits Thereto),
Findings of Fact and Conclusions of Law (and Exhibits thereto),
Order Appointing Watermaster, and Initial Watermaster Order were
signed and filed December 29, 1972, and Judgment was entered

6. Intervention After Judgment. (New) Certain defendants
have, pursuant to the Judgment herein and the Court’s continuing
jurisdiction, intervened and appeared herein after entry of
Judgment.
7. Amendments to Judgment. (New) The original Judgment herein was previously amended on March 29, 1979, by: (1) adding definition (r [1]) thereto, (2) amending definition (bb) therein, (3) adding Exhibit "K" thereto, (4) adding Sections 14.5 and 16.5 thereto, and (5) amending Sections 37(b), 37(c), 37(d), and Section 47 therein; it was again amended on December 21, 1979, by amending Section 38(c) thereof; again amended on February 21, 1980, by amending Section 24 thereof; again amended on September 12, 1980, by amending Sections 35(a), 37(a), and 38(a); again amended on December 22, 1987, by adding Section 37(e) thereto; and last amended on July 22, 1988 by amending Section 37(e) thereof and Ordering an Amended Judgment herein.

8. Transfers. (New) Since the entry of Judgment herein there have been numerous transfers of Adjudicated water rights. To the date hereof, said transfers are reflected in Exhibits "C", "D", and "E".

9. Producers and Their Designees. (New) The current status of Producers and their Designees is shown on Exhibit "L".

10. Definitions. (Prior Judgment Section 4) As used in this Judgment, the following terms shall have the meanings herein set forth:

(a) **Base Annual Diversion Right** -- The average annual quantity of water which a Diverter is herein found to have the right to Divert for Direct Use.

(b) **Direct Use** -- Beneficial use of water other than for spreading or Ground Water recharge.

(c) **Divert or Diverting** -- To take waters of any surface stream within the Relevant Watershed.
(d) **Diverter** -- Any party who Diverts.

(e) **Elevation** -- Feet above mean sea level.

(f) **Fiscal Year** -- A period July 1 through June 30, following.

(g) **Ground Water** -- Water beneath the surface of the ground and within the zone of saturation.

(h) **Ground Water Basin** -- An interconnected permeable geologic formation capable of storing a substantial Ground Water supply.

(i) **Integrated Producer** -- Any party that is both a Pumper and a Diverter, and has elected to have its rights adjudicated under the optional formula provided in Section 18 of this Judgment.

(j) **In-Lieu Water Cost** -- The differential between a Producer's non-capital cost of direct delivery of Supplemental Water and the cost of Production of Ground Water (including depreciation on Production facilities) to a particular Producer who has been required by Watermaster to take direct delivery of Supplemental Water in lieu of Ground Water.

(k) **Key Well** -- Baldwin Park Key Well, being elsewhere designated as State Well No. 1S/10W-7R2, or Los Angeles County Flood Control District Well No. 3030-F. Said well has a ground surface Elevation of 386.7.

(l) **Long Beach Case** -- Los Angeles Superior Court Civil Action No. 722647, entitled, "**Long Beach, et al., v. San Gabriel Valley Water Company, et al.**"

(m) **Main San Gabriel Basin or Basin** -- The Ground Water Basin underlying the area shown as such on Exhibit "A".
(n) **Make-up Obligation** -- The total cost of meeting the obligation of the Basin to the area at or below Whittier Narrows, pursuant to the Judgment in the Long Beach Case.

(o) **Minimal Producer** -- Any party whose Production in any Fiscal Year does not exceed five (5) acre feet.

(p) **Natural Safe Yield** -- The quantity of natural water supply which can be extracted annually from the Basin under conditions of long term average annual supply, net of the requirement to meet downstream rights as determined in the Long Beach Case (exclusive of Pumped export), and under cultural conditions as of a particular year.

(q) **Operating Safe Yield** -- The quantity of water which the Watermaster determines hereunder may be Pumped from the Basin in a particular Fiscal Year, free of the Replacement Water Assessment under the Physical Solution herein.

(r) **Overdraft** -- A condition wherein the total annual Production from the Basin exceeds the Natural Safe Yield thereof.

(s) **Overlying Rights** -- (Prior Judgment Section 4 (r) [1]) The right to Produce water from the Basin for use on Overlying Lands, which rights are exercisable only on specifically defined Overlying Lands and which cannot be separately conveyed or transferred apart therefrom.

(t) **Physical Solution** -- (Prior Judgment Section 4 (s)) The Court decreed method of managing the waters of the Basin so as to achieve the maximum utilization of the Basin and its water supply, consistent with the rights herein declared.

(u) **Prescriptive Pumping Right** -- (Prior Judgment
Section 4 (t)) The highest continuous extractions of water by a Pumper from the Basin for beneficial use in any five (5) consecutive years after commencement of Overdraft and prior to filing of this action, as to which there has been no cessation of use by that Pumper during any subsequent period of five (5) consecutive years, prior to the said filing of this action.

(v) **Produce or Producing** -- (Prior Judgment Section 4 (u)) To Pump or Divert water.

(w) **Producer** -- (Prior Judgment Section 4 (v)) A party who Produces water.

(x) **Production** -- (Prior Judgment Section 4 (w)) The annual quantity of water Produced, stated in acre feet.

(y) **Pump or Pumping** -- (Prior Judgment Section 4 (x)) To extract Ground Water from the Basin by Pumping or any other method.

(z) **Pumper** -- (Prior Judgment Section 4 (y)) Any party who Pumps water.

(aa) **Pumper's Share** -- (Prior Judgment Section 4 (z)) A Pumper's right to a percentage of the entire Natural Safe Yield, Operating Safe Yield and appurtenant Ground Water storage.

(bb) **Relevant Watershed** -- (Prior Judgment Section 4(aa)) That portion of the San Gabriel River watershed tributary to Whittier Narrows which is shown as such on Exhibit "A", and the exterior boundaries of which are described in Exhibit "B".

(cc) **Replacement Water** -- (Prior Judgment Section 4 (bb)) Water purchased by Watermaster to replace:
(1) Production in excess of a Pumper’s Share of Operating Safe Yield; (2) The consumptive use portion resulting from the exercise of an Overlying Right; and (3) Production in excess of a Diverter’s right to Divert for Direct Use.

(dd) **Responsible Agency** -- (Prior Judgment Section 4 (cc)) The municipal water district which is the normal and appropriate source from whom Watermaster shall purchase Supplemental Water for replacement purposes under the Physical Solution, being one of the following:

(1) **Upper District** -- Upper San Gabriel Valley Municipal Water District, a member public agency of The Metropolitan Water District of Southern California (MWD).

(2) **San Gabriel District** -- San Gabriel Valley Municipal Water District, which has a direct contract with the State of California for State Project Water.

(3) **Three Valleys District** -- Three Valleys Municipal Water District, formerly, "Pomona Valley Municipal Water District", a member public agency of MWD.

(ee) **Stored Water** -- (Prior Judgment Section 4 (dd)) Supplemental Water stored in the Basin pursuant to a contract with Watermaster as authorized by Section 34(m).

(ff) **Supplemental Water** -- (Prior Judgment Section 4 (ee)) Nontributary water imported through a Responsible Agency.

(gg) **Transporting Parties** -- (Prior Judgment Section 4 (ff)) Any party presently transporting water (i.e., during the 12 months immediately preceding the making of the findings herein) from the Relevant Watershed or Basin to an area outside
thereof, and any party presently or hereafter having an interest
in lands or having a service area outside the Basin or Relevant
Watershed contiguous to lands in which it has an interest or a
service area within the Basin or Relevant Watershed. Division
by a road, highway, or easement shall not interrupt contiguity.
Said term shall also include the City of Sierra Madre, or any
party supplying water thereto, so long as the corporate limits
of said City are included within one of the Responsible Agencies
and if said City, in order to supply water to its corporate area
from the Basin, becomes a party to this action bound by this
Judgment.

(hh) Water Level -- (Prior Judgment Section 4 (gg))
The measured Elevation of water in the Key Well, corrected for
any temporary effects of mounding caused by replenishment or
local depressions caused by Pumping.

(ii) Year -- (Prior Judgment Section 4 (hh)) A
calendar year, unless the context clearly indicates a contrary
meaning.

11. Exhibits. (Prior Judgment Section 5) The following
exhibits are attached to this Judgment and incorporated herein
by this reference:

Exhibit "A" -- Map entitled "San Gabriel River
Watershed Tributary to Whittier Narrows", showing the
boundaries and relevant geologic and hydrologic features in
the portion of the watershed of the San Gabriel River lying
upstream from Whittier Narrows.

Exhibit "B" -- Boundaries of Relevant Watershed.

Exhibit "C" -- Table Showing Base Annual Diversion
Rights of Certain Diversers.

Exhibit "D" -- Table Showing Prescriptive Pumping
Rights and Pumper's Share of Each Pumper.

Exhibit "E" -- Table Showing Production Rights of Each
Integrated Producer.

Exhibit "F" -- Table Showing Special Category Rights.
Exhibit "G" -- Table Showing Non-consumptive Users.
Exhibit "H" -- Watermaster Operating Criteria.
Exhibit "J" -- Puente Narrows Agreement.

Exhibit "K" -- Overlying Rights, Nature of Overlying
Right, Description of Overlying Lands to which Overlying
Rights are Appurtenant, Producers Entitled to Exercise
Overlying Rights and their Respective Consumptive Use
Portions, and Map of Overlying Lands.

Exhibit "L" -- (New) List of Producers And Their
Designees, as of June 1988.

Exhibit "M" -- (New) Watermaster Members, Officers
and Staff, Including Calendar Year 1989.

II. DECREES

NOW, THEREFORE, IT IS HEREBY DECLARED, ORDERED, ADJUDGED
AND DECREED:

A. DECLARATION OF HYDROLOGIC CONDITIONS

Section 6) The area shown on Exhibit "A" as Main San Gabriel
Basin overlies a Ground Water basin. The Relevant Watershed is
the watershed area within which rights are herein adjudicated.
The waters of the Basin and Relevant Watershed constitute a
common source of natural water supply to the parties herein.
13. **Determination of Natural Safe Yield.** (Prior Judgment Section 7) The Natural Safe Yield of the Main San Gabriel Basin is found and declared to be one hundred fifty-two thousand seven-hundred (152,700) acre feet under Calendar Year 1967 cultural conditions.

14. **Existence of Overdraft.** (Prior Judgment Section 8) In each and every Calendar Year commencing with 1953, the Basin has been and is in Overdraft.

**B. DECLARATION OF RIGHTS**

15. **Prescription.** (Prior Judgment Section 9) The use of water by each and all parties and their predecessors in interest has been open, notorious, hostile, adverse, under claim of right, and with notice of said overdraft continuously from January 1, 1953 to January 4, 1973. The rights of each party herein declared are prescriptive in nature. The following aggregate consequences of said prescription within the Basin and Relevant Watershed are hereby declared:

(a) **Prior Prescription.** Diversions within the Relevant Watershed have created rights for direct consumptive use within the Basin, as declared and determined in Sections 16 and 18 hereof, which are of equal priority *inter se*, but which are prior and paramount to Pumping Rights in the Basin.

(b) **Mutual Prescription.** The aggregate Prescriptive Pumping Rights of the parties who are Pumpers now exceed, and for many years prior to filing of this action, have exceeded, the Natural Safe Yield of the Basin. By reason of said condition, all rights of said Pumpers are declared
to be mutually prescriptive and of equal priority, inter se.

(c) Common Ownership of Safe Yield and Incidents Thereto. By reason of said Overdraft and mutual Prescription, the entire Natural Safe Yield of the Basin, the Operating Safe Yield thereof and the appurtenant rights to Ground Water storage capacity of the Basin are owned by Pumpers in undivided Pumpers' Shares as hereinafter individually declared, subject to the control of Watermaster, pursuant to the Physical Solution herein decreed. Nothing herein shall be deemed in derogation of the rights to spread water pursuant to rights set forth in Exhibit "G".

16. Surface Rights. (Prior Judgment Section 10) Certain of the aforesaid prior and paramount prescriptive water rights of Diverters to Divert for Direct Use stream flow within the Relevant Watershed are hereby declared and found in terms of Base Annual Diversion Right as set forth in Exhibit "C". Each Diverter shown on Exhibit "C" shall be entitled to Divert for Direct Use up to two hundred percent (200%) of said Base Annual Diversion Right in any one (1) Fiscal Year; provided that the aggregate quantities of water Diverted in any consecutive ten (10) Fiscal Year period shall not exceed ten (10) times such Diverter's Base Annual Diversion Right.

17. Ground Water Rights. (Prior Judgment Section 11) The Prescriptive Pumping Right of each Pumper, who is not an Integrated Producer, and his Pumper's Share are declared as set forth in Exhibit "D".
18. **Optional Integrated Production Rights.** (Prior Judgment Section 12) Those parties listed on Exhibit "E" have elected to be treated as Integrated Producers. Integrated Production Rights have two (2) historical components:

1. a fixed component based upon historic Diversions for Direct Use; and
2. a mutually prescriptive Pumper's Share component based upon Pumping during the period 1953 through 1967.

Assessment and other Watermaster regulation of the rights of such parties shall relate to and be based upon each such component. So far as future exercise of such rights is concerned, however, the gross quantity of the aggregate right in any Fiscal Year may be exercised, in the sole discretion of such party, by either Diversion or Pumping or any combination or apportionment thereof; provided, that for Assessment purposes the first water Produced in any Fiscal Year (other than "carry-over", under Section 49 hereof) shall be deemed an exercise of the Diversion component, and any Production over said quantity shall be deemed Pumped water, regardless of the actual method of Production.

19. **Special Category Rights.** (Prior Judgment Section 13)

The parties listed on Exhibit "F" have water rights in the Relevant Watershed which are not ordinary Production rights. The nature of each such right is as described in Exhibit "F".

20. **Non-consumptive Practices.** (Prior Judgment Section 14) Certain Producers have engaged in Water Diversion and spreading practices which have caused such Diversions to have a
non-consumptive or beneficial impact upon the aggregate water
supply available in the Basin. Said parties, and a statement of
the nature of their rights, uses and practices, are set forth in
Exhibit "G". The Physical Solution decreed herein, and
particularly its provisions for Assessments, shall not apply to
such non-consumptive uses. Watermaster may require reports on
the operations of said parties.

21. Overlying Rights. (Prior Judgment Section 14.5)
Producers listed in Exhibit "K" hereto were not parties herein
at the time of the original entry of Judgment herein. They have
exercised in good faith Overlying Rights to Produce water from
the Basin during the periods subsequent to the entry of Judgment
herein and have by self-help initiated or maintained appurtenant
Overlying Rights. Such rights are exercisable without
quantitative limit only on specifically described Overlying Land
and cannot be separately conveyed or transferred apart
therefrom. As to such rights and their exercise, the owners
thereof shall become parties to this action and be subject to
Watermaster Replacement Water Assessments under Section 45 (b)
hereof, sufficient to purchase Replenishment Water to offset the
net consumptive use of such Production and practices. In
addition, the gross amount of such Production for such overlying
use shall be subject to Watermaster Administrative Assessments
under Section 45 (a) hereof and the consumptive use portion of
such Production for overlying use shall be subject to
Watermaster’s In-Lieu Water Cost Assessments under Section
45 (d) hereof. The Producers presently entitled to exercise
Overlying Rights, a description of the Overlying Land to which
Overlying Rights are appurtenant, the nature of use and the consumptive use portion thereof are set forth in Exhibit "K" hereto. Watermaster may require reports and make inspections of the operations of said parties for purposes of verifying the uses set forth in said Exhibit "K", and, in the event of a material change, to redetermine the net amount of consumptive use by such parties as changed in the exercise of such Overlying Rights. Annually, during the first two (2) weeks of June in each Calendar Year, such Overlying Rights Producers shall submit to Watermaster a verified statement as to the nature of the then current uses of said Overlying Rights on said Overlying Lands for the next ensuing Fiscal Year, whereupon Watermaster shall either affirm the prior determination or redetermine the net amount of the consumptive use portion of the exercise of such Overlying Right by said Overlying Rights Producer.

C. INJUNCTION

22. Injunction Against Unauthorized Production. (Prior Judgment Section 15) Effective July 1, 1973, each and every party, its officers, agents, employees, successors and assigns, to whom rights to waters of the Basin or Relevant Watershed have been declared and decreed herein is ENJOINED AND RESTRAINED from Producing water for Direct Use from the Basin or the Relevant Watershed except pursuant to rights and Pumpers' Shares herein decreed or which may hereafter be acquired by transfer pursuant to Section 55, or under the provisions of the Physical Solution in this Judgment and the Court's continuing jurisdiction, provided that no party is enjoined from Producing up to five (5) acre feet per Fiscal Year.
23. **Injunction re Non-consumptive Uses.** (Prior Judgment Section 16) Each party listed in Exhibit "G", its officers, agents, employees, successors and assigns, is ENJOINED AND RESTRAINED from materially changing said non-consumptive method of use.

24. **Injunction Re Change in Overlying Use Without Notice Thereof To Watermaster.** (Prior Judgment Section 16.5) Each party listed in Exhibit "K", its officers, agents, employees, successors and assigns, is ENJOINED AND RESTRAINED from materially changing said overlying uses at any time without first notifying Watermaster of the intended change of use, in which event Watermaster shall promptly redetermine the consumptive use portion thereof to be effective after such change.

25. **Injunction Against Unauthorized Recharge.** (Prior Judgment Section 17) Each party, its officers, agents, employees, successors and assigns, is ENJOINED AND RESTRAINED from spreading, injecting or otherwise recharging water in the Basin **except** pursuant to: (a) an adjudicated non-consumptive use, or (b) consent and approval of or Cyclic Storage Agreement with Watermaster, or (c) subsequent order of this Court.

26. **Injunction Against Transportation From Basin or Relevant Watershed.** (Prior Judgment Section 18) Except upon further order of Court, all parties, other than Transporting Parties and MWD in its exercise of its Special Category Rights, to the extent authorized therein, are ENJOINED AND RESTRAINED from transporting water hereafter Produced from the Relevant Watershed or Basin outside the areas thereof. For purposes of
this Section, water supplied through a city water system which lies chiefly within the Basin shall be deemed entirely used within the Basin. Transporting Parties are entitled to continue to transport water to the extent that any Production of water by any such party does not violate the injunctive provisions contained in Section 22 hereof; provided that said water shall be used within the present service areas or corporate or other boundaries and additions thereto so long as such additions are contiguous to the then existing service area or corporate or other boundaries; except that a maximum of ten percent (10%) of use in any Fiscal Year may be outside said then existing service areas or corporate or other boundaries.

D. CONTINUING JURISDICTION

27. Jurisdiction Reserved. (Prior Judgment Section 19)

Full jurisdiction, power and authority are retained by and reserved to the Court for purposes of enabling the Court upon application of any party or of the Watermaster, by motion and upon at least thirty (30) days notice thereof, and after hearing thereon, to make such further or supplemental orders or directions as may be necessary or appropriate for interim operation before the Physical Solution is fully operative, or for interpretation, enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions thereof consistent with the rights herein decreed. Provided, that nothing in this paragraph shall authorize:

(1) modification or amendment of the quantities specified in the declared rights of any party;
(2) modification or amendment of the manner of
exercise of the Base Annual Diversion Right or Integrated
Production Right of any party; or

(3) the imposition of an injunction prohibiting
transportation outside the Relevant Watershed or Basin as
against any Transporting Party transporting in accordance
with the provisions of this Judgment or against MWD as to
its Special Category Rights.

E. WATERMASTER

28. Watermaster to Administer Judgment. (Prior Judgment
Section 20) A Watermaster comprised of nine (9) persons, to be
nominated as hereinafter provided and appointed by the Court,
shall administer and enforce the provisions of this Judgment and
any subsequent instructions or orders of the Court thereunder.

29. Qualification, Nomination and Appointment. (Prior
Judgment Section 21) The nine (9) member Watermaster shall be
composed of six (6) Producer representatives and three (3)
public representatives qualified, nominated and appointed as
follows:

(a) Qualification. Any adult citizen of the State of
California shall be eligible to serve on Watermaster;
provided, however, that no officer, director, employee or
agent of Upper District or San Gabriel District shall be
qualified as a Producer member of Watermaster.

(b) Nomination of Producer Representatives. A
meeting of all parties shall be held at the regular meeting
of Watermaster in November of each year, at the offices of
Watermaster. Nomination of the six (6) Producer
representatives shall be by cumulative voting, in person or
by proxy, with each Producer entitled to one (1) vote for
each one hundred (100) acre feet, or portion thereof, of
Base Annual Diversion Right or Prescriptive Pumping Right
or Integrated Production Right.

(c) Nomination of Public Representatives. On or
before the regular meeting of Watermaster in November of
each year, the three (3) public representatives shall be
nominated by the boards of directors of Upper District
(which shall select two [2]) and San Gabriel District
(which shall select one [1]). Said nominees shall be
members of the board of directors of said public districts.

(d) Appointment. All Watermaster nominations shall be
promptly certified to the Court, which will in ordinary
course confirm the same by an appropriate order appointing
said Watermaster; provided, however, that the Court at all
times reserves the right and power to refuse to appoint, or
to remove, any member of Watermaster.

30. Term and Vacancies. (Prior Judgment Section 22) Each
member of Watermaster shall serve for a one (1) year term
commencing on January 1, following his appointment, or until his
successor is appointed. In the event of a vacancy on
Watermaster, a successor shall be nominated at a special meeting
to be called by Watermaster within ninety (90) days (in the case
of a Producer representative) or by action of the appropriate
district board of directors (in the case of a public
representative).

31. Quorum. (Prior Judgment Section 23) Five (5) members
of the Watermaster shall constitute a quorum for the transaction of affairs of the Watermaster. Action by the affirmative vote of five (5) members shall constitute action by Watermaster, except that the affirmative vote of six (6) members shall be required:

(a) to approve the purchase, spreading or injection of water for Ground Water recharge, or
(b) to enter in any Agreement pursuant to Section 34 (m) hereof.

32. Compensation. (Prior Judgment Section 24) Each Watermaster member shall receive compensation of One Hundred Dollars ($100.00) per day for each day’s attendance at meetings of Watermaster or for each day’s service rendered as a Watermaster member at the request of Watermaster, together with any expenses incurred in the performance of his duties required or authorized by Watermaster. No member of the Watermaster shall be employed by or compensated for professional services rendered by him to Watermaster, other than the compensation herein provided, and any authorized travel or related expense.

33. Organization. (Prior Judgment Section 25) At its first meeting in each year, Watermaster shall elect a chairman and a vice chairman from its membership. It shall also select a secretary, a treasurer and such assistant secretaries and assistant treasurers as may be appropriate, any of whom may, but need not be, members of Watermaster.

(a) Minutes. Minutes of all Watermaster meetings shall be kept which shall reflect all actions taken by Watermaster. Draft copies thereof shall be furnished to
any party who files a request therefor in writing with
Watermaster. Said draft copies of minutes shall constitute
notice of any Watermaster action therein reported; failure
to request copies thereof shall constitute waiver of
notice.

(b) **Regular Meetings.** Watermaster shall hold regular
meetings at places and times to be specified in
Watermaster's rules and regulations to be adopted by
Watermaster. Notice of the scheduled or regular meetings
of Watermaster and of any changes in the time or place
thereof shall be mailed to all parties who shall have filed
a request therefor in writing with Watermaster.

(c) **Special Meetings.** Special meetings of
Watermaster may be called at any time by the chairman or
vice chairman or by any three (3) members of Watermaster by
written notice delivered personally or mailed to each
member of Watermaster and to each party requesting notice,
at least twenty-four (24) hours before the time of each
such meeting in the case of personal delivery, and forty-
eight (48) hours prior to such meeting in the case of mail.
The calling notice shall specify the time and place of the
special meeting and the business to be transacted at such
meeting. No other business shall be considered at such
meeting.

(d) **Adjournments.** Any meeting of Watermaster may be
adjourned to a time and place specified in the order of
adjournment. Less than a quorum may so adjourn from time
to time. A copy of the order or notice of adjournment
shall be conspicuously posted on or near the door of the
place where the meeting was held within twenty-four (24)
hours after adoption of the order of adjournment.

34. Powers and Duties. (Prior Judgment Section 26)
Subject to the continuing supervision and control of the Court,
Watermaster shall have and may exercise the following express
powers, and shall perform the following duties, together with
any specific powers, authority and duties granted or imposed
elsewhere in this Judgment or hereafter ordered or authorized by
the Court in the exercise of its continuing jurisdiction.

(a) Rules and Regulations. To make and adopt any and
all appropriate rules and regulations for conduct of
Watermaster affairs. A copy of said rules and regulations
and any amendments thereof shall be mailed to all parties.

(b) Acquisition of Facilities. To purchase, lease,
acquire and hold all necessary property and equipment;
provided, however, that Watermaster shall not acquire any
interest in real property in excess of year-to-year tenancy
for necessary quarters and facilities.

(c) Employment of Experts and Agents. To employ such
administrative personnel, engineering, geologic,
accounting, legal or other specialized services and
consulting assistants as may be deemed appropriate in
the carrying out of its powers and to require appropriate
bonds from all officers and employees handling Watermaster
funds.

(d) Measuring Devices, etc. To cause parties,
pursuant to uniform rules, to install and maintain in good
operating condition, at the cost of each party, such
necessary measuring devices or meters as may be
appropriate; and to inspect and test any such measuring
device as may be necessary.

(e) **Assessments.** To levy and collect all Assessments
specified in the Physical Solution.

(f) **Investment of Funds.** To hold and invest any and
all funds which Watermaster may possess in investments
authorized from time to time for public agencies in the
State of California.

(g) **Borrowing.** To borrow in anticipation of receipt
of Assessment proceeds an amount not to exceed the annual
amount of Assessments levied but uncollected.

(h) **Purchase of and Recharge with Supplemental Water.**
To purchase Supplemental Water and to introduce the same
into the Basin for replacement or cyclic storage purposes,
subject to the affirmative vote of six (6) members of
Watermaster.

(i) **Contracts.** To enter into contracts for the
performance of any administrative powers herein granted,
subject to approval of the Court.

(j) **Cooperation With Existing Agencies.** To act
jointly or cooperate with agencies of the United States and
the State of California or any political subdivision,
municipality or district to the end that the purposes of
the Physical Solution may be fully and economically carried
out. Specifically, in the event Upper District has
facilities available and adequate to accomplish any of the
administrative functions of Watermaster, consideration
shall be given to performing said functions under contract
with Upper District in order to avoid duplication of
facilities.

(k) **Assumption of Make-up Obligation.** Watermaster
shall assume the Make-up Obligation for and on behalf of
the Basin.

(m) **Water Quality.** Water quality in the Basin shall
be a concern of Watermaster, and all reasonable steps shall
be taken to assist and encourage appropriate regulatory
agencies to enforce reasonable water quality regulations
affecting the Basin, including regulation of solid and
liquid waste disposal.

(n) **Cyclic Storage Agreements.** To enter into
appropriate contracts, to be approved by the Court, for
utilization of Ground Water storage capacity of the Basin
for cyclic or regulatory storage of Supplemental Water by
parties and non-parties, for subsequent recovery or
Watermaster credit by the storing entity, pursuant to
uniform rules and conditions, which shall include provision
for:

(1) Watermaster control of all spreading or
injection and extraction scheduling and procedures for
such stored water;

(2) calculation by Watermaster of any special
costs, damages or burdens resulting from such
operations;

(3) determination by Watermaster of, and
accounting for, all losses in stored water, assuming that such stored water floats on top of the Ground Water supplies, and accounting for all losses of water which otherwise would have replenished the Basin, with priorities being established as between two or more such contractors giving preference to parties over non-parties; and

(4) payment to Watermaster for the benefit of the parties hereto of all special costs, damages or burdens incurred (without any charge, rent, assessment or expense as to parties hereto by reason of the adjudicated proprietary character of said storage rights, nor credit or offset for benefits resulting from such storage); provided, that no party shall have any direct interest in or control over such contracts or the operation thereof by reason of the adjudicated right of such party, the Watermaster having sole custody and control of all Ground Water storage rights in the Basin pursuant to the Physical Solution herein, and subject to review of the Court.

(o) Notice List. Maintain a current list of party designees to receive notice hereunder, in accordance with Section 54 hereof.

35. Policy Decisions -- Procedure. (Prior Judgment Section 27) It is contemplated that Watermaster will exercise discretion in making policy decisions relating to Basin management under the Physical Solution decreed herein. In order to assure full participation and opportunity to be heard for
those affected, no policy decision shall be made by Watermaster until thirty (30) days after the question involved has been raised for discussion at a Watermaster meeting and noted in the draft of minutes thereof.

36. **Reports.** (Prior Judgment Section 28) Watermaster shall annually file with the Court and mail to the parties a report of all Watermaster activities during the preceding year, including an audited statement of all accounts and financial activities of Watermaster, summary reports of Diversions and Pumping, and all other pertinent information. To the extent practical, said report shall be mailed to all parties on or before November 1.

37. **Review Procedures.** (Prior Judgment Section 29) Any action, decision, rule or procedure of Watermaster (other than a decision establishing Operating Safe Yield, see Section 43[c]) shall be subject to review by the Court on its own motion or on timely motion for an Order to Show Cause by any party, as follows:

(a) **Effective Date of Watermaster Action.** Any order, decision or action of Watermaster shall be deemed to have occurred on the date that written notice thereof is mailed. Mailing of draft copies of Watermaster minutes to the parties requesting the same shall constitute notice to all such parties.

(b) **Notice of Motion.** Any party may, by a regularly noticed motion, petition the Court for review of said Watermaster’s action or decision. Notice of such motion shall be mailed to Watermaster and all parties. Unless so
ordered by the Court, such petition shall not operate to stay the effect of such Watermaster action.

(c) **Time for Motion.** Notice of motion to review any Watermaster action or decision shall be served and filed within ninety (90) days after such Watermaster action or decision.

(d) **De Novo Nature of Proceeding.** Upon filing of such motion for hearing, the Court shall notify the parties of a date for taking evidence and argument, and shall review de novo the question at issue on the date designated. The Watermaster decision or action shall have no evidentiary weight in such proceeding.

(e) **Decision.** The decision of the Court in such proceeding shall be an appealable Supplemental Order in this case. When the same is final, it shall be binding upon the Watermaster and the parties.

**F. PHYSICAL SOLUTION**

38. **Purpose and Objective.** (Prior Judgment Section 30) Consistent with the California Constitution and the decisions of the Supreme Court, the Court hereby adopts and Orders the parties to comply with this Physical Solution. The purpose and objective of these provisions is to provide a legal and practical means for accomplishing the most economic, long term, conjunctive utilization of surface, Ground Water, Supplemental Water and Ground Water storage capacity to meet the needs and requirements of the water users dependent upon the Basin and Relevant Watershed, while preserving existing equities.

39. **Need For Flexibility.** (Prior Judgment Section 31) In
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT, Plaintiff,
vs.
CITY OF ALHAMBRA, et al., Defendants.

ORDER AMENDING JUDGMENT TO EXPAND WATERMASTER'S POWERS TO INCLUDE MAINTENANCE, IMPROVEMENT, AND CONTROL OF BASIN WATER QUALITY WITH ALLOWABLE FUNDING THROUGH IN-LIEU ASSESSMENTS

No. 924129

Hearing: August 7, 1990
Department 38, 9:15 A. M.

The Petition of the Main San Gabriel Basin Watermaster (Watermaster) for Amendment to Judgment herein to expand its powers to include maintenance, improvement, and control of Basin water quality by controlling pumping in the Basin, with allowable funding for associated costs to be paid through its In-Lieu Assessments, was continued on July 31, 1990, to August 7, 1990, when it duly and regularly came on for hearing, at 9:15 o'clock A. M. in Department 38 of the above entitled Court, the Honorable FLORENCE T. PICKARD, Assigned Judge Presiding. Ralph B. Helm appeared as Attorney for Watermaster - Petitioner; Wayne K. Lemieux appeared for Defendant, San Gabriel Valley Municipal Water District, in support of the Petition; Fred Vendig, General

The Court acknowledged receipt and consideration of: letters in support of the Petition by the California Regional Water Quality Control Board - Los Angeles Region and by the State Water Resources Control Board; a copy of a letter addressed to the Attorney for Petitioner, from the US Environmental Protection Agency - Region IX, by Mark J. Klaiman, Assistant Regional Counsel, regarding several matters of federal law which EPA believed might ultimately affect the subject Petition; a letter in opposition to the Petition by East Valleys Organization; and a FAX communication to the Court, in opposition to the Petition, from Congressman Esteban E. Torres, which was not communicated to nor seen by the parties.

Members of the public, present in Court, were invited to, and did, present oral testimony during the hearing.
Under date of December 10, 1990 the Court entered its
Intended Decision Re Amendment To Judgment and, by minute order
duly entered and mailed to Counsel for Petitioner, ordered
copies thereof mailed forthwith to all appearing parties,
including those appearing as friends of the court, and to all
other affected parties on the case's current mailing list.
A Proof Of Service by mail on December 13, 1990, Of
Intended Decision Re Amendment To Judgment, as ordered, has been
filed with the Court.

Opposition to Petitioner's Proposed Order were filed by
Amicus Curiae Sierra Club, Amicus Curiae Los Angeles District
Attorney, and by Producer Parties Calmat Co., Livingston-Graham,
Owl Rock Products Company, AZ-Two, Inc., and Sully-Miller
Contracting Company.

Proof being made to the satisfaction of the Court and good
cause appearing:

IT IS, HEREBY, ORDERED:

1. That the Amended Judgment herein be further amended by
amending Subsection (j) of Section 10 thereof, Definitions, and
Section 40 thereof, Division F, Physical Solution, to read as
follows:

"10 (j) In-Lieu Water Cost -- The differential between a
particular Producer's cost of Watermaster directed produced,
treated, blended, substituted, or Supplemental Water delivered
or substituted to, for, or taken by, such Producer in-lieu of
his cost of otherwise normally Producing a like amount of Ground
Water from the Basin.

"40. Watermaster Control. (Prior Judgment Section 32)
In order to develop an adequate and effective program of Basin management, it is essential that Watermaster have broad discretion in the making of Basin management decisions within the ambit hereinafter set forth. The maintenance, improvement, and control of the water quality and quantity of the Basin, withdrawal and replenishment of supplies of the Basin and Relevant Watershed, and the utilization of the water resources thereof, must be subject to procedures established by Watermaster in implementation of the Physical Solution provisions of this Judgment. Both the quantity and quality of said water resource are thereby preserved and its beneficial utilization maximized.

"(a) Watermaster shall develop an adequate and effective program of Basin management. The maintenance, improvement, and control of the water quality and quantity of the Basin, withdrawal and replenishment of supplies of the Basin and Relevant Watershed, and the utilization of the water resources thereof, must be subject to procedures established by Watermaster in implementation of the Physical Solution provisions of this Judgment. All Watermaster programs and procedures shall be adopted only after a duly noticed public hearing pursuant to Sections 37 and 40 of the Amended Judgment herein.

"(b) Watermaster shall have the power to control pumping in the Basin by water Producers therein for Basin cleanup and water quality control so that specific well production can be directed as to a lesser amount, to total cessation, as to an increased amount, and even to require pumping in a new location in the
Basin. Watermaster’s right to regulate pumping activities of Producers shall be subordinate to any conflicting Basin cleanup plan established by the EPA or other public governmental agency with responsibility for ground water management or clean up.

"(c) Watermaster may act individually or participate with others to carry on technical and other necessary investigations of all kinds and collect data necessary to carry out the herein stated purposes. It may engage in contractual relations with the EPA or other agencies in furtherance of the clean up of the Basin and enter into contracts with agencies of the United States, the State of California, or any political subdivision, municipality, or district thereof, to the extent allowed under applicable federal or state statutes. Any cooperative agreement between the Watermaster and EPA shall require the approval of the appropriate Agency(s) of the State of California.

"(d) For regulation and control of pumping activity in the Basin, Watermaster shall adopt Rules and Regulations and programs to promote, manage and accomplish clean up of the Basin and its waters, including, but not limited to, measures to confine, move, and remove contaminants and pollutants. Such Rules and Regulations and programs shall be adopted only after a duly Noticed Public Hearing by Watermaster and shall be subject to Court review pursuant to Section 37 of the Amended Judgment herein.

"(e) Watermaster shall determine whether funds from local, regional, state or federal agencies are available for regulating pumping and the various costs associated with, or arising from such activities. If no public funds are available from local,
regional, state, or federal agencies, the costs shall be
obtained and paid by way of an In-Lieu Assessment by Watermaster
pursuant to Section 10 (j) of the Amended Judgment herein.
Provided such In-Lieu Assessments become necessary, the costs
shall be borne by all Basin Producers.

"(f) Watermaster is a Court empowered entity with limited
powers, created pursuant to the Court's Physical Solution
Jurisdiction under Article X, Section 2 of the California
Constitution. None of the Powers granted herein to Watermaster
shall be construed as designating Watermaster a political
subdivision of the State of California or authorizing
Watermaster to act as 'lead agency' to administer the federal
Superfund for clean up of the Basin."

2. This Amended Judgment shall continue in full force and
effect as hereby Ordered and Amended.


/s/Florence T. Pickard
FLORENCE T. PICKARD
Judge of the Superior Court,
Specially Assigned
order that Watermaster may be free to utilize both existing and
new and developing technological, social and economic concepts
for the fullest benefit of all those dependent upon the Basin,
it is essential that the Physical Solution hereunder provide for
maximum flexibility and adaptability. To that end, the Court
has retained continuing jurisdiction to supplement the broad
discretion herein granted to the Watermaster.

40. Watermaster Control. (Prior Judgment Section 32) In
order to develop an adequate and effective program of Basin
management, it is essential that Watermaster have broad
discretion in the making of Basin management decisions within
the ambit hereinafter set forth. Withdrawal and replenishment
of supplies of the Basin and Relevant Watershed and the
utilization of the water resources thereof, and of available
Ground Water storage capacity, must be subject to procedures
established by Watermaster in implementation of the provisions
of this Judgment. Both the quantity and quality of said water
resource are thereby preserved and its beneficial utilization
maximized.

41. General Pattern of Contemplated Operation. (Prior
Judgment Section 33) In general outline (subject to the
specific provisions hereafter and to Watermaster Operating
Criteria set forth in Exhibit "H"), Watermaster will determine
annually the Operating Safe Yield of the Basin and will notify
each Pumper of his share thereof, stated in acre feet per Fiscal
Year. Thereafter, no party may Produce in any Fiscal Year an
amount in excess of the sum of his Diversion Right, if any, plus
his Pumper's Share of such Operating Safe Yield, or his
Integrated Production Right, or the terms of any Cyclic Storage Agreement, without being subject to Assessment for the purpose of purchasing Replacement Water. In establishing the Operating Safe Yield, Watermaster shall follow all physical, economic, and other relevant parameters provided in the Watermaster Operating Criteria. Watermaster shall have Assessment powers to raise funds essential to implement the management plan in any of the several special circumstances herein described in more detail.

42. **Basin Operating Criteria.** (Prior Judgment Section 34)

Until further order of the Court and in accordance with the Watermaster Operating Criteria, Watermaster shall not spread Replacement Water when the water level at the Key Well exceeds Elevation two hundred fifty (250), and Watermaster shall spread Replacement Water, insofar as practicable, to maintain the water level at the Key Well above Elevation two hundred (200).

43. **Determination of Operating Safe Yield.** (Prior Judgment Section 35) Watermaster shall annually determine the Operating Safe Yield applicable to the succeeding Fiscal Year and estimate the same for the next succeeding four (4) Fiscal Years. In making such determination, Watermaster shall be governed in the exercise of its discretion by the Watermaster Operating Criteria. The procedures with reference to said determination shall be as follows:

(a) **Preliminary Determination.** On or before Watermaster’s first meeting in April of each year, Watermaster shall make a Preliminary Determination of the Operating Safe Yield of the Basin for each of the succeeding five Fiscal Years. Said determination shall be
made in the form of a report containing a summary statement of the considerations, calculations and factors used by Watermaster in arriving at said Operating Safe Yield.

(b) Notice and Hearing. A copy of said Preliminary Determination and report shall be mailed to each Pumper and Integrated Producer at least ten (10) days prior to a hearing to be held at Watermaster's regular meeting in May, of each year, at which time objections or suggested corrections or modifications of said determinations shall be considered. Said hearing shall be held pursuant to procedures adopted by Watermaster.

(c) Watermaster Determination and Review Thereof. Within thirty (30) days after completion of said hearing, Watermaster shall mail to each Pumper and Integrated Producer a final report and determination of said Operating Safe Yield for each such Fiscal Year, together with a statement of the Producer's entitlement in each such Fiscal Year stated in acre feet. Any affected party, within thirty (30) days of mailing of notice of said Watermaster determination, may, by a regularly noticed motion, petition the Court for an Order to Show Cause for review of said Watermaster finding, and thereupon the Court shall hear such objections and settle such dispute. Unless so ordered by the Court, such petition shall not operate to stay the effect of said report and determination. In the absence of such review proceedings, the Watermaster determination shall be final.

44. Reports of Pumping and Diversion. (Prior Judgment
Section 36) Each party (other than Minimal Producers) shall file with the Watermaster quarterly, on or before the last day of January, April, July and October, a report on a form to be prescribed by Watermaster showing the total Pumping and Diversion (separately for Direct Use and for non-consumptive use, if any,) of such party during the preceding calendar quarter.

45. Assessments -- Purpose. (Prior Judgment Section 37) Watermaster shall have the power to levy and collect Assessments from the parties (other than Minimal Producers, non-consumptive users, or Production under Special Category Rights or Cyclic Storage Agreements) based upon Production during the preceding Fiscal Year. Said Assessments may be for one or more of the following purposes:

(a) Watermaster Administration Costs. Within thirty (30) days after completion of the hearing on the Preliminary Determination of the Operating Safe Yield of the Basin and Watermaster’s determination thereof, pursuant to Section 43 hereof, Watermaster shall adopt a proposed budget for the succeeding Fiscal Year and shall mail a copy thereof to each party, together with a statement of the level of Administration Assessment levied by Watermaster which will be collected for purposes of raising funds for said budget. Said Assessment shall be uniformly applicable to each acre foot of Production.

(b) Replacement Water Costs. Replacement Water Assessments shall be collected from each party on account of such party’s Production in excess of its Diversion
Rights, Pumper's Share or Integrated Production Right, and on account of the consumptive use portion of Overlying Rights, computed at the applicable rate established by Watermaster consistent with the Watermaster Operating Criteria.

(c) **Make-Up Obligation.** An Assessment shall be collected equally on account of each acre foot of Production, which does not bear a Replacement Assessment hereunder, to pay all necessary costs of Administration and satisfaction of the Make-Up Obligation. Such Assessment shall not be applicable to water Production for an Overlying Right.

(d) **In-Lieu Water Cost.** Watermaster may levy an Assessment against all Pumping to pay reimbursement for In-Lieu Water Costs except that such Assessment shall not be applicable to the non-consumptive use portion of an Overlying Right.

(e) **Basin Water Quality Improvement.** For purposes of testing, protecting or improving the water quality in the Basin, Watermaster may, after a noticed hearing thereon, fix terms and conditions under which it may waive all or any part of its Assessments on such ground water Production and if such Production, in addition to his other Production, does not exceed such Producer's Share or entitlement for that Fiscal Year, such stated Production shall be allowed to be carried over for a part of such Producer's next Fiscal Year's Producer's Share or entitlement. In connection therewith, Watermaster may also
waive the provisions of Sections 25, 26 and 57 hereof, relating to Injunction Against Unauthorized Recharge, Injunction Against Transportation From Basin or Relevant Watershed, and Intervention After Judgment, respectively. Nothing in this Judgment is intended to allow an increase in any Producer's annual entitlement nor to prevent Watermaster, after hearing thereon, from entering into contracts to encourage, assist and accomplish the clean up and improvement of degraded water quality in the Basin by non-parties herein. Such contracts may include the exemption of the Production of such Basin water therefor from Watermaster Assessments and, in connection therewith, the waiver of the provisions of Judgment Sections 25, 26, and 57 hereof.

46. Assessments -- Procedure. (Prior Judgment Section 38) Assessments herein provided for shall be levied and collected as follows:

(a) Levy and Notice of Assessment. Within thirty (30) days of Watermaster's annual determination of Operating Safe Yield of the Basin for each Fiscal Year and succeeding four (4) Fiscal Years, Watermaster shall levy applicable Administration Assessments, Replacement Water Assessments, Make-up Water Assessments and In-Lieu Water Assessments, if any. Watermaster shall give written notice of all applicable Assessments to each party on or before August 15, of each year.

(b) Payment. Each Assessment shall be payable, and each party is Ordered to pay the same, on or before
September 20, following such Assessment, subject to the rights reserved in Section 37 hereof.

(c) Delinquency. Any Assessment which becomes delinquent after January 1, 1980, shall bear interest at the annual prime rate plus one percent (1%) in effect on the first business day of August of each year. Said prime interest rate shall be that fixed by the Bank of America NT&SA for its preferred borrowing customers on said date. Said prime interest rate plus one percent (1%) shall be applicable to any said delinquent Assessment from the due date thereof until paid. Provided, however, in no event shall any said delinquent Assessment bear interest at a rate of less than ten percent (10%) per annum. Such delinquent Assessment and interest may be collected in a Show Cause proceeding herein or any other legal proceeding instituted by Watermaster, and in such proceeding the Court may allow Watermaster its reasonable costs of collection, including attorney's fees.

47. Availability of Supplemental Water From Responsible Agencies. (Prior Judgment Section 39) If any Responsible Agency shall, for any reason, be unable to deliver Supplemental Water to Watermaster when needed, Watermaster shall collect funds at an appropriate level and hold them in trust, together with interest accrued thereon, for purchase of such water when available.

48. Accumulation of Replacement Water Assessment Proceeds. (Prior Judgment Section 40) In order to minimize fluctuation in Assessments and to give Watermaster flexibility in Basin
management, Watermaster may make reasonable accumulations of Replacement Water Assessments. Such moneys and any interest accrued thereon shall only be used for the purchase of Replacement Water.

49. Carry-over of Unused Rights. (Prior Judgment Section 41) Any Pumper's Share of Operating Safe Yield, and the Production right of any Integrated Producer, which is not Produced in a given Fiscal Year may be carried over and accumulated for one Fiscal Year, pursuant to reasonable rules and procedures for notice and accounting which shall be adopted by Watermaster. The first water Produced in the succeeding Fiscal Year shall be deemed Produced pursuant to such Carry-over Rights.

50. Minimal Producers. (Prior Judgment Section 42) In the interest of Justice, Minimal Producers are exempted from the operation of this Physical Solution, so long as such party's annual Production does not exceed five (5) acre feet. Quarterly Production reports by such parties shall not be required, but Watermaster may require, and Minimal Producers shall furnish, specific periodic reports. In addition, Watermaster may conduct such investigation of future operations of any Minimal Producer as may be appropriate.

51. Effective Date. (Prior Judgment Section 43) The effective date for commencing accounting and operation under this Physical Solution, other than for Replacement Water Assessments, shall be July 1, 1972. The first Assessment for Replacement Water shall be payable on September 20, 1974, on account of Fiscal Year 1973-74 Production.
G. MISCELLANEOUS PROVISIONS

52. Puente Narrows Flow. (Prior Judgment Section 44)
The Puente Basin is tributary to the Main San Gabriel Basin. All Producers within said Puente Basin have been dismissed herein, based upon the Puente Narrows Agreement (Exhibit "J"), whereby Puente Basin Water Agency agreed not to interfere with surface inflow and to assure continuance of historic subsurface contribution of water to Main San Gabriel Basin. The Court declares said Agreement to be reasonable and fair and in full satisfaction of claims by Main San Gabriel Basin for natural water from Puente Basin.

53. San Gabriel District - Interim Order. (Prior Judgment Section 45) San Gabriel District has a contract with the State of California for State Project Water, delivered at Devil Canyon in San Bernardino County. San Gabriel District is HEREBY ORDERED to proceed with and complete necessary pipeline facilities as soon as practical.

Until said pipeline is built and capable of delivering a minimum of twenty-eight thousand eight-hundred (28,800) acre feet of State Project water per year, defendant cities of Alhambra, Azusa, and Monterey Park shall pay to Watermaster each Fiscal Year a Replacement Assessment at a uniform rate sufficient to purchase Replenishment Water when available, which rate shall be declared by San Gabriel District. When water is available through said pipeline, San Gabriel District shall make the same available to Watermaster, on his reasonable demand, at said specified rate per acre foot.

Interest accrued on such funds shall be paid to San Gabriel
54. Service Upon and Delivery to Parties of Various Papers. (Prior Judgment Section 46) Service of the Judgment on those parties who have executed the Stipulation for Judgment shall be made by first class mail, postage prepaid, addressed to the Designee and at the address designated for that purpose in the executed and filed counterpart of the Stipulation for Judgment, or in any substitute designation filed with the Court.

Each party who has not heretofore made such a designation shall, within thirty (30) days after the Judgment shall have been served upon that party, file with the Court, with proof of service of a copy thereof upon Watermaster, a written designation of the person to whom and the address at which all future notices, determinations, requests, demands, objections, reports and other papers and processes to be served upon that party or delivered to that party are to be so served or delivered.

A later substitute designation filed and served in the same manner by any party shall be effective from the date of filing as to the then future notices, determinations, requests, demands, objections, reports and other papers and processes to be served upon or delivered to that party.

Delivery to or service upon any party by Watermaster, by any other party, or by the Court, of any item required to be served upon or delivered to a party under or pursuant to the Judgment may be made by deposit thereof (or by copy thereof) in the mail, first class, postage prepaid, addressed to the Designee of the party and at the address shown in the latest
designated filed by that party.

55. Assignment, Transfer, etc., of Rights. (Prior
Judgment Section 47) Any rights Adjudicated herein except
Onlying Rights, may be assigned, transferred, licensed or
leased by the owners thereof; provided however, that no such
assignment shall be complete until the appropriate notice
procedures established by Watermaster have been complied with.

No water Produced pursuant to rights assigned, transferred,
licensed, or leased may be transported outside the Relevant
Watershed except by:

(1) a Transporting Party, or

(2) a successor in interest immediate or mediate to a
water system on lands or portion thereof, theretofore
served by such a Transporting Party, for use by such
successor in accordance with limitations applicable to
Transporting Parties, or

(3) a successor in interest to the Special Category
rights of MWD.

The transfer and use of Overlying Rights shall be
limited, as provided in Section 21 hereof, as exercisable
only on the specifically defined Overlying Lands and they
cannot be separately conveyed or transferred apart therefrom.

56. Abandonment of Rights. (Prior Judgment Section 48)
It is in the interest of reasonable beneficial use of the Basin
and its water supply that no party be encouraged to take and use
more water in any Fiscal Year than is actually required.

Failure to Produce all of the water to which a party is entitled
hereunder shall not, in and of itself, be deemed or constitute
an abandonment of such party's right, in whole or in part.

Abandonment and extinction of any right herein Adjudicated shall
be accomplished only by:

(1) a written election by the party, filed in this
case, or

(2) upon noticed motion of Watermaster, and after
hearing.

In either case, such abandonment shall be confirmed by
express subsequent order of this Court.

57. Intervention After Judgment. (Prior Judgment Section
49) Any person who is not a party or successor to a party and
who proposes to Produce water from the Basin or Relevant
Watershed, may seek to become a party to this Judgment through a
Stipulation For Intervention entered into with Watermaster.
Watermaster may execute said Stipulation on behalf of the other
parties herein but such Stipulation shall not preclude a party
from opposing such Intervention at the time of the Court hearing
thereon. Said Stipulation For Intervention must thereupon be
filed with the Court, which will consider an order confirming
said Intervention following thirty (30) days' notice to the
parties. Thereafter, if approved by the Court, such Intervenor
shall be a party bound by this Judgment and entitled to the
rights and privileges accorded under the Physical Solution
herein.

58. Judgment Binding on Successors, etc. (Prior Judgment
Section 50) Subject to specific provisions hereinbefore
contained, this Judgment and all provisions thereof are
applicable to and binding upon and inure to the benefit of not
only the parties to this action, but as well to their respective
heirs, executors, administrators, successors, assigns, lessees,
licensees and to the agents, employees and attorneys in fact of
any such persons.

59. Water Rights Permits. (Prior Judgment Section 51)

Nothing herein shall be construed as affecting the relative
rights and priorities between MWD and San Gabriel Valley
Protective Association under State Water Rights Permits Nos.
7174 and 7175, respectively.

60. Costs. (Prior Judgment Section 52) No party shall
recover any costs in this proceeding from any other party.

61. Entry of Judgment. (New) The Clerk shall enter this
Judgment.


s/ Florence T. Pickard
Florence T. Pickard, Judge
Specially Assigned
Exhibit "B"

BOUNDARIES OF RELEVANT WATERSHED

The following described property is located in Los Angeles County, State of California:

Beginning at the Southwest corner of Section 14, Township 1 North, Range 11 West, San Bernardino Base and Meridian;

Thence Northerly along the West line of said Section 14 to the Northwest corner of the South half of said Section 14;

Thence Easterly along the North line of the South half of Section 14 to the East line of said Section 14;

Thence Northerly along the East line of said Section 14, Township 1 North, Range 11 West and continuing Northerly along the East line of Section 11 to the Northeast corner of said Section 11;

Thence Easterly along the North line of Section 12 to the Northeast corner of said Section 12;

Thence Southerly along the East line of said Section 12 and continuing Southerly along the East line of Section 13 to the Southeast corner of said Section 13, said corner being also the Southwest corner of Section 18, Township 1 North, Range 10 West;

Thence Easterly along the South line of Sections 18, 17, 16 and 15 of said Township 1 North, Range 10 West to the Southwest corner of Section 14;

Thence Northerly along the West line of Section 14 to the Northwest corner of the South half of Section 14;
Thence Easterly along the North line of the South half of Section 14 to the East line of said section;

Thence Northerly along the East line of said Section 14, and continuing Northerly along the West line of Section 12 of said Township 1 North, Range 10 West to the North line of said Section 12;

Thence Easterly along the North line of said Section 12, to the Northeast corner of said Section 12, said corner being also the Southwest corner of Section 6, Township 1 North, Range 9 West;

Thence Northerly along the West line of said Section 6 and continuing Northerly along West line of Sections 31 and 30, Township 2 North, Range 9 West to the Westerly prolongation of the North line of said Section 30;

Thence Easterly along said Westerly prolongation of the North line of said Section 30 and continuing Easterly along the North line of Section 29 to the Northeast corner of said Section 29;

Thence Southerly along the East line of said Section 29 and continuing Southerly along the East line of Section 32, Township 2 North, Range 9 West, and thence continuing Southerly along the East line of Section 5, Township 1 North, Range 9 West to the Southeast corner of said Section 5;

Thence Westerly along the South line of said Section 5 to the Southwest corner of said Section 5, said point being also the Northwest corner of Section 8;
Thence Southerly along the West line of said Section 8 and continuing Southerly along the West line of Section 17, to the Southwest corner of said Section 17, said corner being also the Northwest corner of Section 20;

Thence Easterly along the North line of Sections 20 and 21 to the Northwest corner of Section 22, said corner being also the Southwest corner of Section 15;

Thence Northerly along the West line of said Section 15 to the Northwest corner of the South half of said Section 15;

Thence Easterly along the North line of said South half of Section 15 to the Northeast corner of said South half of Section 15;

Thence Southerly along the East line of Section 15 and continuing Southerly along the East line of Section 22 to the Southeast corner of said Section 22, said point being also the Southwest corner of Section 23;

Thence Easterly along the South line of Sections 23 and 24 to the East line of the West half of said Section 24;

Thence Northerly along said East line of the West half of Section 24 to the North line thereof;

Thence Easterly along said North line of Section 24 to the Northeast corner thereof, said point also being the Northwest corner of Section 19, Township 1 North, Range 8 West;

Thence continuing Easterly along the North line of Section 19 and Section 20 of said Township 1 North, Range 8 West to the Northeast corner of said Section 20;
Thence Southerly along the East line of Sections 20, 29 and 32 of said Township 1 North, Range 8 West to the Southeast corner of said Section 32;

Thence Westerly along the South line of Section 32 to the Northwest corner of the East half of Section 5, Township 1 South, Range 8 West;

Thence Southerly along the West line of the East half of said Section 5 to the South line of said Section 5;

Thence West to the East line of the Northerly prolongation of Range 9 West;

Thence South 67° 30' West to an intersection with the Northerly prolongation of the West line of Section 27, Township 1 South, Range 9 West;

Thence Southerly along the Northerly prolongation of said West line of Section 27 and continuing Southerly along the West line of Section 27 to the Southwest corner of said Section 27, said point being also the Southeast corner of Section 28;

Thence Westerly along the South line and Westerly projection of the South line of said Section 28 to the Northerly prolongation of the West line of Range 9 West;

Thence Southerly along said prolongation of the West line of Range 9 West to the Westerly prolongation of the North line of Township 2 South;

Thence Westerly along said Westerly prolongation of the North line of Township 2 South, a distance of 8,500 feet;

Thence South a distance of 4,500 feet;

Exhibit "B"
B - 4
Thence West a distance of 10,700 feet;

Thence South 29° West to an intersection with the Northerly prolongation of the West line of Section 20, Township 2 South, Range 10 West;

Thence Southerly along said Northerly prolongation of the West line of said Section 20 and continuing Southerly along the West line of Section 20 to the Southwest corner of said Section 20;

Thence South a distance of 2,000 feet;

Thence West a distance of two miles, more or less, to an intersection with the East line of Section 26, Township 2 South, Range 11 West;

Thence Northerly along said East line of Section 26 and continuing Northerly along the East line of Section 23, Township 2 South, Range 11 West to the Northeast corner of said Section 23;

Thence Westerly along the North line of said Section 23 to the Northwest corner thereof, said point being also the Southeast corner of Section 15, Township 2 South, Range 11 West;

Thence Northerly and Westerly along the East and North lines, respectively, of said Section 15, Township 2 South, Range 11 West, to the Northwest corner thereof;

Thence continuing Westerly along the Westerly prolongation of said North line of Section 15, Township 2 South, Range 11 West to an intersection with a line parallel to and one mile East of the West line of Range 11 West;
Thence Northerly along said parallel line to an intersection with the Northerly boundary of the City of Pico Rivera as said City of Pico Rivera existed on July 17, 1970;
Thence Westerly along said City boundary to an intersection with the East line of Range 12 West;
Thence Northerly along said East line of Range 12 West to the North line of Township 2 South;
Thence Westerly along the North line of Township 2 South to an intersection with the Southerly prolongation of the East line of the West half of Section 26, Township 1 South, Range 12 West;
Thence Northerly along said Southerly prolongation of said East line of the West half of said Section 26 to the Southeast corner of said West half;
Thence Westerly along the South line of Sections 26, 27 and 28, Township 1 South, Range 12 West, to the Southeast corner of Section 29, Township 1 South, Range 12 West;
Thence Northerly along the East line of said Section 29 to the Northeast corner of the South half of said Section 29;
Thence Westerly along the North line of the South half of said Section 29 to the Northwest corner thereof;
Thence Northerly along the West line of Sections 29, 20, 17 and 8, Township 1 South, Range 12 West;
Thence continuing Northerly along the Northerly prolongation of the West line of Section 8, Township 1 South, Range 12 West to an intersection with the North line of Township 1 South;
Thence Easterly along said North line of Township 1 South to the Northeast corner of Section 3, Township 1 South, Range 12 West;

Thence North 64° 30' East to an intersection with the West line of Section 23, Township 1 North, Range 11 West;

Thence Northerly along the West line of said Section 23 to the Northwest corner thereof, said point being the Southwest corner of Section 14, Township 1 North, Range 11 West and said point being also the point of beginning.
### Exhibit "C"

**TABLE**

**SHOWING BASE ANNUAL DIVERSION RIGHTS OF CERTAIN DIVERSERS**

<table>
<thead>
<tr>
<th></th>
<th>Base Annual Diversion Right (Acre-Feet)</th>
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<tbody>
<tr>
<td>Covell, Ralph</td>
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<td>(Successor to Rittenhouse, Catherine and Rittenhouse, James)</td>
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<td>Maddock, A. G.</td>
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<td>Rittenhouse, Catherine</td>
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<tr>
<td>(Transferred to Covell, Ralph)</td>
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<tr>
<td>Rittenhouse, James</td>
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<tr>
<td>(Transferred to Covell, Ralph)</td>
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<td>Ruebhausen, Arline</td>
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<tr>
<td>(Held in common with Ruebhausen, Victor)</td>
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</tr>
<tr>
<td>(Transferred to City of Glendale)</td>
<td></td>
</tr>
<tr>
<td>Ruebhausen, Victor</td>
<td>0</td>
</tr>
<tr>
<td>(See Ruebhausen, Arline, above)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>5.52</strong></td>
</tr>
</tbody>
</table>

*Exhibit "C"*

C - 1
### Exhibit "D"

**TABLE**

SHOWING PRESCRIPTIVE PUMPING RIGHTS AND PUMPER'S SHARE OF EACH PUMPER AS OF JUNE, 1988

<table>
<thead>
<tr>
<th>Pumper</th>
<th>Prescriptive Pumping Right</th>
<th>Pumper's Share Percent (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams Ranch Mutual Water Company</td>
<td>100.00</td>
<td>0.05060</td>
</tr>
<tr>
<td>A &amp; E Plastik Pak Co., Inc. (Transferred to Industry Properties, Ltd.)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Alhambra, City of</td>
<td>8,812.05</td>
<td>4.45876</td>
</tr>
<tr>
<td>Amarillo Mutual Water Company</td>
<td>709.00</td>
<td>0.35874</td>
</tr>
<tr>
<td>Anchor Plating Co., Inc. (Successor to Bodger &amp; Sons) (Transferred to Crown City Plating Co.)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Anderson, Ray L. and Helen T., Trustees (Successor to Covina-Valley Unified School District)</td>
<td>50.16</td>
<td>0.02538</td>
</tr>
<tr>
<td>Andrade, Marcario and Consuelo; and Andrade, Robert and Jayne (Successor to J. F. Isbell Estate, Inc.)</td>
<td>8.36</td>
<td>0.00423</td>
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<tr>
<td>Arcadia, City of (Successor to First National Finance Corporation) (Transferred to City of Monrovia)</td>
<td>9,252.00</td>
<td>4.68137</td>
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<tr>
<td>Associated Southern Investment Company (Transferred to Southern California Edison Company)</td>
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<td></td>
</tr>
<tr>
<td>AZ-Two, Inc. (Lessee of Southwestern Portland Cement Co.)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Azusa, City</td>
<td>3,655.99</td>
<td>1.84988</td>
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<tr>
<td>Azusa-Western Inc. (Transferred to Southwestern Portland Cement Co.)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bahnsen &amp; Beckman Ind., Inc. (Transferred to Woodland, Richard)</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Exhibit "D"**

D - 1
<table>
<thead>
<tr>
<th>Pumper</th>
<th>Prescriptive Pumping Right Acre-feet</th>
<th>Pumper's Share %</th>
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<tbody>
<tr>
<td>Bahnsen, Betty M. (Transferred to Dawes, Mary Kay)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Baldwin Park County Water District (See Valley County Water District)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Banks, Gale C. (Successor to Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs.)</td>
<td>50.00</td>
<td>0.02530</td>
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<tr>
<td>Base Line Water Company</td>
<td>430.20</td>
<td>0.21767</td>
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<tr>
<td>Beverly Acres Mutual Water Company</td>
<td>93.00</td>
<td>0.04706</td>
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<tr>
<td>Birenbaum, Max (Held in common with Birenbaum, Sylvia; Schneiderman, Alan; Schneiderman, Lydia; Wigodsky, Bernard; Wigodsky, Estera) (Transferred to City of Whittier)</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Birenbaum, Sylvia (See Birenbaum, Max)</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Blue Diamond Concrete Materials Div., The Flintkote Company (Transferred to Sully-Miller Contracting Co.)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bodger &amp; Sons DBA Bodger Seeds Ltd. (Transferred to Anchor Plating Co., Inc.)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Botello Water Company</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Burbank Development Company</td>
<td>50.65</td>
<td>0.02563</td>
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<tr>
<td>Cadway, Inc. (Successor to: Corcoran, Jack S. and R. L.)</td>
<td>100.00</td>
<td>0.05060</td>
</tr>
<tr>
<td></td>
<td>100.00</td>
<td>0.05060</td>
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<tr>
<td></td>
<td>200.00</td>
<td>0.10120</td>
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<tr>
<td>Cal Fin (Transferred to Suburban Water Systems)</td>
<td>0</td>
<td>0</td>
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<tr>
<td>California-American Water Company (San Marino System)</td>
<td>7,868.70</td>
<td>3.98144</td>
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<tr>
<td>California Country Club</td>
<td>0</td>
<td>0</td>
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<td>Company/Individual</td>
<td>Prescriptive Pumping Right (Acre-feet)</td>
<td>Pumper's Share (%)</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------------</td>
<td>-------------------</td>
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<tr>
<td>California Domestic Water Company (Successor to: Cantrill Mutual Water Company, Industry Properties, Ltd., Modern Accent Corporation, Fisher, Russell)</td>
<td>11,024.82</td>
<td>5.57839</td>
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<td>California Materials Company</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Cantrill Mutual Water Company (Transferred to California Domestic Water Co.)</td>
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<td>0</td>
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<tr>
<td>Cedar Avenue Mutual Water Company</td>
<td>121.10</td>
<td>0.06127</td>
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<tr>
<td>Champion Mutual Water Company</td>
<td>147.68</td>
<td>0.07472</td>
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<tr>
<td>Chronis, Christine (See Polopolus, et al)</td>
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<tr>
<td>Clayton Manufacturing Company</td>
<td>511.80</td>
<td>0.25896</td>
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<td>Collison, E. O.</td>
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<td>0</td>
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<td>Comby, Erma M. (See Wilmott, Erma M.)</td>
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<td>-</td>
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<tr>
<td>Conrock Company (Formerly Consolidated Rock Products Co.) (Successor to Manning Bros. Rock &amp; Sand Co.)</td>
<td>1,465.35</td>
<td>0.74144</td>
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<tr>
<td></td>
<td>328.00</td>
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<td></td>
<td>1,793.35</td>
<td>0.90740</td>
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<tr>
<td>Consolidated Rock Products Co. (See Conrock Company)</td>
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<td>-</td>
</tr>
<tr>
<td>Corcoran, Jack S. (Held in common with Corcoran, R. L.) (Transferred to: Cadway, Inc., Cadway, Inc.)</td>
<td>747.00</td>
<td>0.37797</td>
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<tr>
<td></td>
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<td>0.05060</td>
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<tr>
<td></td>
<td>100.00</td>
<td>0.05060</td>
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<tr>
<td></td>
<td>547.00</td>
<td>0.27677</td>
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<tr>
<td>Corcoran, R. L. (See Corcoran, Jack S.)</td>
<td>-</td>
<td>-</td>
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<tr>
<td>County Sanitation District No. 18 of Los Angeles County</td>
<td>4.50</td>
<td>0.00228</td>
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Exhibit "D"

D - 3
<table>
<thead>
<tr>
<th>Pumper</th>
<th>Prescriptive Pumping Right Acre-feet</th>
<th>Pumper's Share %</th>
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</thead>
<tbody>
<tr>
<td>Covell, et al. (Successor to Rittenhouse, Catherine and Rittenhouse, James) (Held in common with Jobe, Darr; Goedert, Lillian E.; Goedert, Marion W.; Lakin, Kendall R.; Lakin, Kelly R.; Snyder, Harry)</td>
<td>111.05</td>
<td>0.05619</td>
</tr>
<tr>
<td>Covina, City of (Transferred to Covina Irrigating Company)</td>
<td>2,507.89</td>
<td>1.26895</td>
</tr>
<tr>
<td>(Transferred to Covina Irrigating Company)</td>
<td>1,734.00</td>
<td>0.87737</td>
</tr>
<tr>
<td>(Transferred to Covina Irrigating Company)</td>
<td>300.00</td>
<td>0.15179</td>
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<tr>
<td>Covina-Valley Unified School District (Transferred to Anderson, Ray)</td>
<td>473.89</td>
<td>0.23979</td>
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<tr>
<td>Crevolin, A. J.</td>
<td>2.25</td>
<td>0.00114</td>
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<tr>
<td>Crocker National Bank, Executor of the Estate of A. V. Handorf (Transferred to Modern Accent Corp.)</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Cross Water Company (Transferred to City of Industry)</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Crown City Plating Company (Successor to Anchor Plating Co., Inc.)</td>
<td>190.00</td>
<td>0.09614</td>
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<tr>
<td>(Transferred to Modern Accent Corp.)</td>
<td>10.00</td>
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<td>Davidson Optronics, Inc.</td>
<td>22.00</td>
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<td>Dawes, Mary Kay (Successor to Bahnsen, Betty M.)</td>
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<td>Del Rio Mutual Water Company</td>
<td>199.00</td>
<td>0.10069</td>
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<tr>
<td>Denton, Kathryn W., Trustee for San Jose Ranch Company (Transferred to White, June G., Trustee of the June G. White Share of the Garnier Trust)</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs. (Successor to Sawpit Farms, Ltd.) (Transferred to Banks, Gale C.)</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Driftwood Dairy</td>
<td>163.80</td>
<td>0.08288</td>
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<tr>
<td>Duhalde, L. (Transferred to El Monte Union High School District)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Pumper</td>
<td>Prescriptive Pumping Right Acre-feet</td>
<td>Pumper's Share %</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------</td>
<td>-------------------------------------</td>
<td>------------------</td>
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<tr>
<td>Dunning, George</td>
<td>324.00</td>
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<td>(Held in common with Dunning, Vera H.)</td>
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<tr>
<td>(Successor to Vera H. Dunning)</td>
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<tr>
<td>Dunning, Vera H.</td>
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<td>(Transferred to George Dunning)</td>
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<tr>
<td>East Pasadena Water Company, Ltd.</td>
<td>1,407.69</td>
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<tr>
<td>Eckis, Rollin</td>
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<tr>
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<td></td>
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<tr>
<td>(Transferred to City of Monrovia)</td>
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<tr>
<td>El Encanto Properties</td>
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<tr>
<td>El Monte, City of</td>
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<td>El Monte Union High School District</td>
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<td></td>
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<tr>
<td>(Successor to Duhalde, L.)</td>
<td></td>
<td></td>
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<tr>
<td>(Transferred to City of Whittier)</td>
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<tr>
<td>Everett, Mrs. Alda B.</td>
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<tr>
<td>(Held in common with Everett, W. B.,</td>
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<tr>
<td>Executor of the Estate of I. Worth Everett)</td>
<td>0</td>
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<tr>
<td>Everett, W. B., Executor of the Estate of I. Worth Everett</td>
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<td></td>
</tr>
<tr>
<td>(See Everett, Mrs. Alda B.)</td>
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<tr>
<td>Faix, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Successor to Frank F. Pellissier &amp; Sons, Inc.)</td>
<td></td>
<td></td>
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<tr>
<td>(Transferred to Faix, Ltd.)</td>
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<tr>
<td>Faix, Ltd.</td>
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<td>(Transferred to City of Arcadia)</td>
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<td>0</td>
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<tr>
<td>Fisher, Russell</td>
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<td></td>
</tr>
<tr>
<td>(Held in common with Hauch, Edward and Warren, Clyde)</td>
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<td></td>
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<tr>
<td>(Transferred to California Domestic Water Company)</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Exhibit "D"
<table>
<thead>
<tr>
<th>Pumper</th>
<th>Prescriptive Pumping Right</th>
<th>Pumper's Share</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Acre-feet</td>
<td>%</td>
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<td>Frank F. Pellissier &amp; Sons, Inc.</td>
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<td>0</td>
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<tr>
<td>(Transferred to Faix, Inc.)</td>
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<tr>
<td>Fruit Street Water Company</td>
<td>0</td>
<td>0</td>
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<tr>
<td>(Transferred to:</td>
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<tr>
<td>Gifford, Brooks, Jr.</td>
<td>0</td>
<td>0</td>
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<tr>
<td>City of La Verne)</td>
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<td></td>
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<tr>
<td>Gifford, Brooks, Jr.</td>
<td>0</td>
<td>0</td>
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<tr>
<td>(Successor to:</td>
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<td></td>
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<tr>
<td>Fruit Street Water Co.,</td>
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<tr>
<td>Mission Gardens Mutual Water Company</td>
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<tr>
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<tr>
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<td>Graham, William</td>
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<td>Grizzle, Lissa B.</td>
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<tr>
<td>(Held in common with Grizzle,</td>
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<tr>
<td>Mervin A.; Wilson, Harold R.;</td>
<td></td>
<td></td>
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<tr>
<td>Wilson, Sarah C.)</td>
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<td></td>
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<tr>
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<td>Hartley, David</td>
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<td>Hauch, Edward</td>
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<td>0</td>
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<tr>
<td>(See Fisher, Russell)</td>
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<tr>
<td>Hemlock Mutual Water Company</td>
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Exhibit "D"
D - 6
<table>
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<th>Pumper</th>
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<th>Pumper’s Share</th>
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<td></td>
<td>Acres-feet</td>
<td>%</td>
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<td>Hollenbeck Street Water Company</td>
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<td>(Transferred to Suburban Water Systems)</td>
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<td>Hydro-Conduit Corporation</td>
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<tr>
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<tr>
<td>Industry Properties, Ltd.</td>
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<td></td>
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<tr>
<td>(Successor to A &amp; E Plastik Pak Co., Inc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Transferred to California Domestic Water Co.)</td>
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<td>0</td>
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<tr>
<td>J. F. Isbell Estate, Inc.</td>
<td></td>
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<tr>
<td>(Transferred to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne)</td>
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<td>0</td>
</tr>
<tr>
<td>Jerris, Helen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(See Polopolus, et al)</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Jobe, Darr</td>
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<td></td>
</tr>
<tr>
<td>(See Covell, et al)</td>
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<td>-</td>
</tr>
<tr>
<td>Kirklen Family Trust</td>
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<td></td>
</tr>
<tr>
<td>(Formerly Kirklen, Dawn L.)</td>
<td></td>
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<tr>
<td>(Held in common with Kirklen, William R.)</td>
<td></td>
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<tr>
<td>(Successor to San Dimas-La Verne Recreational Facilities Authority)</td>
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<tr>
<td>Kirklen, Dawn L.</td>
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<tr>
<td>(See Kirklen Family Trust)</td>
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<td>Kirklen, William R.</td>
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<tr>
<td>(See Kirklen, Dawn L.)</td>
<td>-</td>
<td>-</td>
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Exhibit "D"
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Exhibit "D"
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Exhibit "D"
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<td>Miller Brewing Company)</td>
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Exhibit "E"
E - 1
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<th>Prescriptive Pumping Component Acre-feet</th>
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Exhibit "E"
Exhibit "F"

**TABLE SHOWING SPECIAL CATEGORY RIGHTS**

<table>
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<th>PARTY</th>
<th>Nature of Right</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Metropolitan Water District of Southern California</td>
<td>Morris Reservoir Storage and Withdrawal</td>
</tr>
<tr>
<td></td>
<td>(a) A right to divert, store and use San Gabriel River Water, pursuant to Permit No. 7174.</td>
</tr>
<tr>
<td></td>
<td>(b) Prior and paramount right to divert 72 acre-feet annually to offset Morris Reservoir evaporation and seepage losses and to provide the water supply necessary for presently existing incidental Morris Dam facilities.</td>
</tr>
<tr>
<td>Los Angeles County Flood Control District (Now Los Angeles County Department of Public Works)</td>
<td>Puddingstone Reservoir</td>
</tr>
<tr>
<td></td>
<td>Prior Preemptive right to divert water from San Dimas Wash for storage in Puddingstone Reservoir in quantities sufficient to offset annual evaporation and seepage losses of the reservoir at approximate elevation 942.</td>
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**TABLE SHOWING NON-CONSUMPTIVE USERS**

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<tr>
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<tbody>
<tr>
<td>Covina Irrigating Company</td>
<td>&quot;Committee-of-Nine&quot; Spreading Right</td>
</tr>
<tr>
<td>Azusa Valley Water Company</td>
<td>To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to spread in spreading grounds within the Basin all water thus diverted without the right to recapture water in excess of said parties' rights as adjudicated in Exhibit &quot;E&quot;.</td>
</tr>
<tr>
<td>Azusa Agricultural Water Co.</td>
<td></td>
</tr>
<tr>
<td>Azusa Foot-Hill Citrus Co.</td>
<td></td>
</tr>
<tr>
<td>Monrovia Nursery Company</td>
<td></td>
</tr>
<tr>
<td>California-American Water Company (Duarte System)</td>
<td>Spreading Right</td>
</tr>
<tr>
<td></td>
<td>To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to continue to divert water from Fish Canyon and to spread said waters in its spreading grounds in the Basin without the right to recapture water in excess of said party's rights as adjudicated in Exhibit &quot;E&quot;.</td>
</tr>
<tr>
<td>City of Glendora</td>
<td>Spreading Right</td>
</tr>
<tr>
<td></td>
<td>To continue to spread the water of Big and Little Dalton Washes, pursuant to License No. 2592 without the right to recapture water in excess of said party's rights as adjudicated in Exhibit &quot;E&quot;.</td>
</tr>
<tr>
<td>San Gabriel Valley Protective Association</td>
<td>Spreading Right</td>
</tr>
<tr>
<td></td>
<td>To continue to spread San Gabriel River water pursuant to License Nos. 9991 and 12,209, without the right to recapture said water.</td>
</tr>
<tr>
<td>California Cities Water Company</td>
<td>Spreading Right</td>
</tr>
<tr>
<td></td>
<td>To continue to spread waters from San Dimas Wash without the right to recapture water in excess of said party's rights as adjudicated in Exhibit &quot;E&quot;.</td>
</tr>
<tr>
<td>Los Angeles County Flood Control District</td>
<td>Temporary storage of storm flow for regulatory purposes;</td>
</tr>
<tr>
<td></td>
<td>Spreading and conservation for general benefit in streambeds, reservoirs and spreading grounds without the right to recapture said water.</td>
</tr>
<tr>
<td></td>
<td>Maintenance and operation of dams and other flood control works.</td>
</tr>
</tbody>
</table>

Exhibit "G"
EXHIBIT "H"

WATERMASTER OPERATING CRITERIA

1. **Basin Storage Capacity.** The highest water level at the end of a water year during the past 40 years was reached at the Key Well on September 30, 1944 (elevation 316). The State of California, Department of Water Resources, estimates that as of that date, the quantity of fresh water in storage in the Basin was approximately 8,600,000 acre-feet. It is also estimated by said Department that by September 30, 1960, the quantity of fresh water in storage had decreased to approximately 7,900,000 acre-feet (elevation 237) at the Key Well.

The lowest water level at the end of a water year during the past 40 years was reached at the Key Well on September 30, 1965 (elevation 209). It is estimated that the quantity of fresh water in storage in the Basin on that date was approximately 7,700,000 acre-feet.

Thus, the maximum utilization of Basin storage was approximately 900,000 acre-feet, occurring between September 30, 1944, and September 30, 1965 (between elevations 316 and 209 at the Key Well). This is not to say that more than 900,000 acre-feet of storage space below the September 30, 1944 water levels cannot be utilized. However, it demonstrates that pumpers have deepened their wells and lowered their pumps so that such 900,000 acre-feet of storage can be safely and economically utilized.

The storage capacity of the Basin between elevations of 200 and 250 at the Key Well represents a usable volume of approximately 400,000 acre-feet of water.
2. **Operating Safe Yield and Spreading.** Watermaster in determining Operating Safe Yield and the importation of Replacement Water shall be guided by water level elevations in the Basin. He shall give recognition to, and base his operations on, the following general objectives insofar as practicable:

(a) The replenishment of ground water from sources of supplemental water should not cause excessively high levels of ground water and such replenishment should not cause undue waste of local water supplies.

(b) Certain areas within the Basin are not at the present time capable of being recharged with supplemental water. Efforts should be made to provide protection to such areas from excessive ground water lowering either through the "in lieu" provisions of the Judgment or by other means.

(c) Watermaster shall consider and evaluate the long-term consequences on ground water quality, as well as quantity, in determining and establishing Operating Safe Yield. Recognition shall be given to the enhancement of ground water quality insofar as practicable, especially in the area immediately upstream of Whittier Narrows where degradation of water quality may occur when water levels at the Key Well are maintained at or below elevation 200.

(d) Watermaster shall take into consideration the comparative costs of supplemental and Make-up Water in determining the savings on a present value basis of temporary or permanent lowering or raising of water levels and other economic data and analyses indicating both the short-term and long-term
propriety of adjusting Operating Safe Yield in order to
derive optimum water levels during any period. Watermaster
shall utilize the provisions in the Long Beach Judgment which
will result in the least cost of delivering Make-up Water.

3. Replacement Water -- Sources and Recharge Criteria. The
following criteria shall control purchase of Replacement Water and
Recharge of the Basin by Watermaster.

(a) Responsible Agency From Which to Purchase. Watermaster, in
determining the Responsible Agency from which to purchase
supplemental water for replacement purposes, shall be
governed by the following:

(1) **Place of Use of Water** which is used primarily within the
Basin or by cities within San Gabriel District in areas
within or outside the Basin shall control in determining
the Responsible Agency. For purposes of this
subparagraph, water supplied through a municipal water
system which lies chiefly within the Basin shall be
deemed entirely used within the Basin; and

(2) **Place of production of water** shall control in
determining the Responsible Agency as to water exported
from the Basin, except as to use within San Gabriel
District.

Any Responsible Agency may, at the request of Watermaster, waive its
right to act as the source for such supplemental water, in which case
Watermaster shall be free to purchase such water from the remaining
Responsible Agencies which are the most beneficial and appropriate
sources; provided, however, that a Responsible Agency shall not
authorize any sale of water in violation of the California Constitution.

(b) **Water Quality.** Watermaster shall purchase the best quality of supplemental water available for replenishment of the Basin, pursuant to subsection (a) hereof.

(c) **Reclaimed Water.** It is recognized that the technology and economic and physical necessity for utilization of reclaimed water is increasing. The purchase of reclaimed water in accordance with the Long Beach Judgment to satisfy the Make-up Obligation is expressly authorized. At the same time, water quality problems involved in the reuse of water within the Basin pose serious questions of increased costs and other problems to the pumpers, their customers and all water users. Accordingly, Watermaster is authorized to gather information, make and review studies, and make recommendations on the feasibility of the use of reclaimed water for replacement purposes; provided that no reclaimed water shall be recharged in the Basin by Watermaster without the prior approval of the court, after notice to all parties and hearing thereon.

4. **Replacement Assessment Rates.** The Replacement Assessment rates shall be in an amount calculated to allow Watermaster to purchase one acre-foot of supplemental water for each acre-foot of excess Production to which such Assessment applies.
EXHIBIT "J"

PUENTE NARROWS AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of May, 1972, by and between PUENTE BASIN WATER AGENCY, herein called "Puente Agency", and UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, herein called "Upper District".

A. RECITALS

1. Puente Agency. Puente Agency is a joint powers agency composed of Walnut Valley Water District, herein called "Walnut District", and Rowland Area County Water District, herein called "Rowland District". Puente Agency is formed for the purpose of developing and implementing a ground water basin management program for Puente Basin. Pursuant to said purpose, said Agency is acting as a representative of its member districts and of the water users and water right claimants therein in the defense and maintenance of their water rights within Puente Basin.

2. Upper District. Upper District is a municipal water district overlying a major portion of the Main San Gabriel Basin. Upper District is plaintiff in the San Gabriel Basin Case, wherein it seeks to adjudicate rights and implement a basin management plan for the Main San Gabriel Basin.

3. Puente Basin is a ground water basin tributary to the Main San Gabriel Basin. Said area was included within the scope of the San Gabriel Basin Case and substantially
all water rights claimants within Puente Basin were joined as defendants therein. The surface contribution to the Main San Gabriel Basin from Puente Basin is by way of the paved flood control channel of San Jose Creek, which passes through Puente Basin from the Pomona Valley area. Subsurface outflow is relatively limited and moves from the Puente Basin to the Main San Gabriel Basin through Puente Narrows.

4. Intent of Agreement. Puente Agency is prepared to assure Upper District that no activity within Puente Basin will hereafter be undertaken which will (1) interfere with surface flows in San Jose Creek, or (2) impair the subsurface flow from Puente Basin to the Main San Gabriel Basin. Walnut District and Rowland District, by operation of law and by express assumption endorsed hereon, assume the covenants of this agreement as a joint and several obligation. Based upon such assurances and the covenants hereinafter contained in support thereof, Upper District consents to the dismissal of all Puente Basin parties from the San Gabriel Basin Case. By reason of said dismissals, Puente Agency will be free to formulate a separate water management program for Puente Basin.

B. DEFINITIONS AND EXHIBITS

5. Definitions. As used in this Agreement, the following terms shall have the meanings herein set forth:

(a) Annual or Year refers to the fiscal year July 1 through June 30.

(b) Base Underflow. The underflow through Exhibit "J"
Puente Narrows which Puente Agency agrees to maintain, and on which accrued debits and credits shall be calculated.

(c) **Make-up Payment.** Make-up payments shall be an amount of money payable to the Watermaster appointed in the San Gabriel Basin Case, sufficient to allow said Watermaster to purchase replacement water on account of any accumulated deficit as provided in Paragraph 9 hereof.

(d) **Puente Narrows.** The subsurface geologic constriction at the downstream boundary of Puente Basin, located as shown on Appendix "B".

(e) **Main San Gabriel Basin,** the ground water basin shown and defined as such in Exhibit "A" to the Judgment in the San Gabriel Basin Case.


6. **Appendices.** Attached hereto and by this reference made a part hereof are the following appendices:

"A" -- **Location Map of Puente Basin,** showing major geographic, geologic, and hydrologic features.

"B" -- **Map of Cross-Section Through Puente Narrows,** showing major physical features and location of key wells.

Exhibit "J"

J - 3
"C" -- **Engineering Criteria**, being a description of a method of measurement of subsurface outflow to be utilized for Watermaster purposes.

C. COVENANTS

7. **Watermaster.** There is hereby created a two member Watermaster service to which each of the parties to this agreement shall select one consulting engineer. The respective representatives on said Watermaster shall serve at the pleasure of the governing body of each appointing party and each party shall bear its own Watermaster expense.

   a. **Organization.** Watermaster shall perform the duties specified herein on an informal basis, by unanimous agreement. In the event the two representatives are unable to agree upon any finding or decision, they shall select a third member to act, pursuant to the applicable laws of the State of California. Thereafter, until said issue is resolved, said three shall sit formally as a board of arbitration. Upon resolution of the issue in dispute, the third member shall cease to function further.

   b. **Availability of Information.** Each party hereto shall, for itself and its residents and water users, use its best efforts to furnish all appropriate information to the Watermaster in order that the required determination can be made.

Exhibit "J"

J - 4
c. **Cooperation With Other Watermasters.** Watermaster hereunder shall cooperate and coordinate activities with the Watermasters appointed in the San Gabriel Basin Case and in *Long Beach v. San Gabriel Valley Water Company, et al.*

d. **Determination of Underflow.** Watermaster shall annually determine the amount of underflow from Puente Basin to the San Gabriel Basin, pursuant to Engineering Criteria.

e. **Perpetual Accounting.** Watermaster shall maintain a perpetual account of accumulated base underflow, accumulated subsurface flow, any deficiencies by reason of interference with surface flows, and the offsetting credit for any make-up payments. Said account shall annually show the accumulated credit or debit in the obligation of Puente Agency to Upper District.

f. **Report.** Watermaster findings shall be incorporated in a brief written report to be filed with the parties and with the Watermaster in the San Gabriel Basin Case. Said report shall contain a statement of the perpetual account heretofore specified.

8. **Base Underflow.** On the basis of a study and review of historic underflow from Puente Basin to the Main San Gabriel Basin, adjusted for the effect of the paved flood control channel and other relevant considerations, it is Exhibit "J"
mutually agreed by the parties that the base underflow is and shall be 580 acre feet per year, calculated pursuant to Engineering Criteria.

9. **Puente Agency's Obligation.** Puente Agency covenants, agrees and assumes the following obligation hereunder:

a. **Noninterference with Surface Flow.** Neither Puente Agency nor any persons or entities within the corporate boundaries of Walnut District or Rowland District will divert or otherwise interfere with or utilize natural surface runoff now or hereafter flowing in the storm channel of San Jose Creek; provided, however, that this covenant shall not prevent the use, under Watermaster supervision, of said storm channel by the Puente Agency or Walnut District or Rowland District for transmission within Puente Agency of supplemental or reclaimed water owned by said entities and introduced into said channel solely for transmission purposes. In the event any unauthorized use of surface flow in said channel is made contrary to the covenant herein provided, Puente Agency shall compensate Upper District by utilizing any accumulated credit or by make-up payment in the same manner as is provided for deficiencies in subsurface outflow from Puente Basin.

b. **Subsurface Outflow.** To the extent that

**Exhibit "J"**

**J - 6**
the accumulated subsurface outflow falls below
the accumulated base underflow and the result
thereof is an accumulated deficit in the Watermaster's
annual accounting, Puente Agency agrees to provide
make-up payments during the next year in an amount
not less than one-third of the accumulated
deficit.

c. Purchase of Reclaimed Water. To the
extent that Puente Agency or Walnut District or
Rowland District may hereafter purchase reclaimed
water from the facilities of Sanitation District
21 of Los Angeles County, such purchaser shall use
its best efforts to obtain waters originating within
San Gabriel River Watershed.

10. Puente Basin Parties Dismissal. In consideration
of the assumption of the obligation hereinabove provided by
Puente Agency, Upper District consents to entry of dismissals
as to all Puente Basin parties in San Gabriel Basin Case.
This agreement shall be submitted for specific approval by
the Court and a finding that it shall operate as full satis-
faction of any and all claims by the parties within Main San
Gabriel Basin against Puente Basin parties by reason of
historic surface and subsurface flow.

Exhibit "J"

J - 7
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and date first above written.

Approved as to form:
CLAYSON, STARK, ROTHROCK & MANN

By  
Attorneys for Puente Agency

Approved as to form:

By  
Attorney for Upper District

The foregoing agreement is approved and accepted, and the same is acknowledged as the joint and several obligation of the undersigned.

Approved as to form:
WALNUT VALLEY WATER DISTRICT

By  
Attorney for Walnut District

Approved as to form:
ROWLAND AREA COUNTY WATER DISTRICT

By  
Attorneys for Rowland District

Exhibit "J"

J - 8
MAP OF CROSS SECTION THROUGH PUENTE NARROWS

Legend:
- Ground Water Basin
- MT. AND HILL AREA TRIBUTARY TO WHITTIER NARROWS
- Boundary between Upper San Gabriel Valley Municipal Water District and Puente Basin Water Agency
- Cross section through Puente Narrows
- Monitoring Wells

Note: All sections are in Township 2 South, Range 10 West, San Bernardino Base and Meridian

Thomas M. Stetson
Consulting Engineer

MAY 1972

APPENDIX "B"
EXHIBIT "J"
J - 10
1. Monitoring Wells. The wells designated as State Wells No. 2S/10W-9Q7 and 2S/10W-8E3 and Los Angeles County Flood Control District Nos. 3079M and 3048B, respectively, shall be used to measure applicable ground water elevations. In the event either monitoring well should fail or become unrepresentative, a substitute well shall be selected or drilled by Watermaster. The cost of drilling a replacement well shall be the obligation of the Puente Agency.

2. Measurement. Each monitoring well shall be measured and the ground water elevation determined semi-annually on or about April 1 and October 1 of each year. Prior to each measurement, the pump shall be turned off for a sufficient period to insure that the water table has recovered to a static or near equilibrium condition.

3. Hydraulic Gradient. The hydraulic gradient, or slope of the water surface through Puente Narrows, shall be calculated between the monitoring wells as the difference in water surface elevation divided by the distance, approximately 9,000 feet, between the wells. The hydraulic gradient shall be determined for the spring and fall and the average hydraulic gradient calculated for the year.

4. Ground Water Elevation at Puente Narrows Cross Section. The ground water elevation at the Puente Narrows

APPENDIX "C"

Exhibit "J"

J - 11
cross section midway between the monitoring wells shall be the average of the ground water elevation at the two wells. This shall be determined for the spring and fall and the average annual ground water elevation calculated for the year.

5. **Determination of Underflow.** The chart attached is a photo-reduction of a full scale chart on file with the Watermaster. By applying the appropriate average annual hydraulic gradient (I) to the average annual ground water elevation at the Puente Narrows cross section (involving the appropriate cross-sectional area \([A]\)), it is possible to read on the vertical scale the annual acre feet of underflow.
RELATIONSHIP OF AVERAGE GROUND WATER ELEVATION AT PUENTE NARROWS AND APPLICABLE CROSS-SECTIONAL AREA WITH SUBSURFACE OUTFLOW THROUGH PUENTE NARROWS FOR VARIOUS HYDRAULIC GRADIENTS

Thomas M. Stetson
Consulting Engineer

MAY 1972
EXHIBIT "K"

OVERLYING RIGHTS

I. NATURE OF OVERLYING RIGHT

An "Overlying Right" is the right to produce water from the Main San Gabriel Basin for use on the overlying lands hereinafter described. Such rights are exercisable without quantitative limit only on said overlying land and cannot be separately conveyed or transferred apart therefrom. The exerciser of such right is assessable by Watermaster as provided in Paragraph 21 of the Amended Judgment herein (prior Paragraph 14.5 of the Judgment herein) and is subject to the other provisions of said Paragraph.

II. OVERLYING LANDS (Description)

The overlying lands to which Overlying Rights are appurtenant are described as follows:

"Those portions of Lots 1 and 2 of the lands formerly owned by W.A. Church, in the Rancho San Francisquito, in the City of Irwindale, County of Los Angeles, State of California, as shown on recorder’s filed map No. 509, in the office of the County Recorder of said County, lying northeasterly of the northeasterly line and its southeasterly prolongation of Tract 1888, as shown on map recorded in Book 21 page 183 of Maps, in the office of the County Recorder of said County.

"EXCEPT the portions thereof lying northerly and northwesterly of the center line of Arrow Highway described 'Sixth' and the center line of Live Oak Avenue described 'Third' in a final decree of condemnation, a certified copy of which was recorded August 18, 1933 as Instrument No. 354, in Book 12289, Page 277, Official Records.

"ALSO EXCEPT that portion of said land described in the final decree of condemnation entered in Los Angeles County Superior Court Case No. 805008, a certified copy of which was recorded September 21, 1964, as Instrument No. 3730, in Book D-2634, Page 648, Official Records."
III. PRODUCERS ENTITLED TO EXERCISE OVERLYING RIGHTS AND THEIR RESPECTIVE CONSUMPTIVE USE PORTIONS

The persons entitled to exercise Overlying Rights are both the owners of Overlying Rights and persons and entities licensed by such owners to exercise such Overlying Rights. The persons entitled to exercise Overlying Rights and their respective Consumptive Use portions are as follows:

OWNER PRODUCERS

BROOKS GIFFORD, SR.
BROOKS GIFFORD, JR.
PAUL MNOIAN
JOHN MGRDICHIAN
J. EARL GARRETT

CONSUMPTIVE USE PORTION

3.5 acre-feet per year

Present User:
Nu-Way Industries

PRODUCERS UNDER LICENSE

A. WILLIAM C. THOMAS
   and EVELYN F. THOMAS,
   husband and wife, and
   MALCOLM K. GATHERER
   and JACQUELINE GATHERER,
   husband and wife,
   doing business by
   and through B & B
   REDI-I-MIX CONCRETE,
   INC., a corporation

B. PRE-STRESS CRANE RIGGING &
   TRUCK CO., INC.,
   a corporation

45.6 acre-feet per year

1.0 acre-foot per year

Present Users:
Pre-Stress Crane Rigging &
Truck Co., Inc., a corporation

Total 50.1 acre-feet per year

IV. ANNUAL GROSS AMOUNT OF
    PRODUCTION FROM WHICH
    CONSUMPTIVE USE PORTIONS
    WERE DERIVED

183.65 acre-feet

Exhibit "K"
K - 2
LIST OF PRODUCERS AND THEIR DESIGNEES
June, 1989

<table>
<thead>
<tr>
<th>Producer Name</th>
<th>Designee</th>
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<tbody>
<tr>
<td>Adams Ranch Mutual Water Company</td>
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<td>Alhambra, City of</td>
<td>T. E. Shollenger</td>
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<td>Amarillo Mutual Water Company</td>
<td>Ester Guadagnolo</td>
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<td>Anderson, Ray</td>
<td>Ray Anderson</td>
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<td>Andrade, Macario, et al.</td>
<td>Macario R. Andrade</td>
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<td>Arcadia, City of</td>
<td>Eldon Davidson</td>
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<tr>
<td>AZ-Two, Inc.</td>
<td>R. S. Chamberlain</td>
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<td>Azusa, City of</td>
<td>William H. Redcay</td>
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<tr>
<td>Azusa Ag. Water Company</td>
<td>Robert E. Talley</td>
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<td>Azusa Valley Water Company</td>
<td>Edward Heck</td>
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<td>Eloise A. Moore</td>
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<td>Beverly Acres Mutual Water Co.)</td>
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<td>Burbank Development Company</td>
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<td>Cadway, Inc.</td>
<td>P. Geoffrey Nunn</td>
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<td>California-American Water Company (San Marino</td>
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<td>System)</td>
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<td>California-American Water Company (Duarte System)</td>
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<td>California Country Club</td>
<td>Henri F. Pellissier</td>
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<td>California Domestic Water Company</td>
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<td>Cedar Avenue Mutual Water Company</td>
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Exhibit "L"
L - 1
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<td>Champion Mutual Water Company</td>
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<td>Clayton Manufacturing Company</td>
<td>Don Jones</td>
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<td>Conrock Company</td>
<td>Gene R. Block</td>
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<td>Corcoran Brothers</td>
<td>Ray Corcoran</td>
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<td>County Sanitation District No. 18</td>
<td>Charles W. Curry</td>
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<td>Ralph Covell</td>
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<td>Covina, City of</td>
<td>Wayne B. Dowdey</td>
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<td>William R. Temple</td>
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<td>Crevolin, A. J.</td>
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<td>James McBride</td>
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Producer Name

Southern California Water Company
-San Dimas District

Southern California Water Company
-San Gabriel Valley District

South Pasadena, City of

Southwestern Portland Cement Company

Standard Oil Company of California

Sterling Mutual Water Company

Suburban Water Systems

Sully-Miller Contracting Company

Sunny Slope Water Company

Taylor Herb Garden

Texaco, Inc.

Tyler Nursery

United Concrete Pipe Corporation

United Rock Products Corporation

Valencia Heights Water Company

Valley County Water District
(Formerly Baldwin Park County Water District)

Valley View Mutual Water Company

Via, H., Trust of

Ward Duck Company

W. E. Hall Company

White, June G., Trustee

Whittier, City of

Wilmott, Erma M.

Designee

J. F. Young

J. F. Young

John Bernardi

Dale W. Heineck

John A. Wild

Bennie L. Prowett

Anton C. Garnier

R. R. Munro

Michael J. Hart

Paul S. Taylor

E. O. Wakefield

James K. Mitsumori, Esq.

Doyle H. Wadley

William S. Capps, Esq.

Herman Weskamp

Stanley D. Yarbrough

Robert T. Navarre

Marverna Parton

Richard J. Woodland

Thomas S. Bunn, Jr., Esq.

June G. Lovelady

Neil Hudson

Erma M. Wilmott
Exhibit "M"

WATERMASTER MEMBERS

FOR CALENDAR YEAR 1973

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
RICHARD L. ROWLAND (Producer Member), Secretary
BOYD KERN (Public Member), Treasurer
WALKER HANNON (Producer Member)
HOWARD H. HAWKINS (Public Member)
M. E. MOSLEY (Producer Member)
CONRAD T. REIBOLD (Public Member)
HARRY C. WILLS (Producer Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1974

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
RICHARD L. ROWLAND (Producer Member), Secretary
BOYD KERN (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
M. E. MOSLEY (Producer Member)
CONRAD T. REIBOLD (Public Member)
HARRY C. WILLS (Producer Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer
FOR CALENDAR YEAR 1975

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
HARRY C. WILLS (Producer Member), Secretary
BOYD KERN (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
D. J. LAUGHLIN (Producer Member)
M. E. MOSLEY (Producer Member)
CONRAD T. REIBOLD (Public Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1976

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
HARRY C. WILLS (Producer Member), Secretary
BOYD KERN (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
D. J. LAUGHLIN (Producer Member)
M. E. MOSLEY (Producer Member)
CONRAD T. REIBOLD (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 2
FOR CALENDAR YEAR 1977

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
HARRY C. WILLS (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
BOYD KERN (Public Member)
D. J. LAUGHLIN (Producer Member)
R. H. NICHOLSON, JR. (Producer Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1978

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
D. J. LAUGHLIN (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
L. E. MOELLER (Producer Member)
R. H. NICHOLSON, JR. (Producer Member)
WILLIAM M. WHITESIDE (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 3
FOR CALENDAR YEAR 1979

LINN E. MAGOFFIN (Producer Member), Chairman
D. J. LAUGHLIN (Producer Member), Vice Chairman
R. H. NICHOLSON, JR. (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
L. E. MOELLLER (Producer Member)
WILLIAM M. WHITESIDE (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1980

LINN E. MAGOFFIN (Producer Member), Chairman
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman
WILLIAM M. WHITESIDE (Public Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
ROBERT G. BERLIEN (Producer Member)
ANTON C. GARNIER (Producer Member)
TRAVIS L. MANNING (Public Member)
L. E. MOELLLER (Producer Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 4
FOR CALENDAR YEAR 1981

LINN E. MAGOFFIN (Producer Member), Chairman
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman
WILLIAM M. WHITESIDE (Public Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
ROBERT G. BERLIEN (Producer Member)
ANTON C. GARNIER (Producer Member)
TRAVIS L. MANNING (Public Member)
L. E. MOELLER (Producer Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1982

LINN E. MAGOFFIN (Producer Member), Chairman
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman
WILLIAM M. WHITESIDE (Public Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
ROBERT G. BERLIEN (Producer Member)
ANTON C. GARNIER (Producer Member)
L. E. MOELLER (Producer Member)
ALFRED F. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 5
FOR CALENDAR YEAR 1983

LINN E. MAGOFFIN (Producer Member), Chairman
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman
ROBERT G. BERLIEN (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
DONALD F. CLARK (Public Member)
ANTON C. GARNIER (Producer Member)
L. E. MOELLER (Producer Member)
ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1984

LINN E. MAGOFFIN (Producer Member), Chairman
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman
ROBERT G. BERLIEN (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
DONALD F. CLARK (Public Member)
ANTON C. GARNIER (Producer Member)
L. E. MOELLER (Producer Member)
ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 6
FOR CALENDAR YEAR 1985

LINN E. MAGOFFIN (Producer Member), Chairman
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman
ROBERT G. BERLIEN (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
DONALD F. CLARK (Public Member)
ANTON C. GARNIER (Producer Member)
L. E. MOELLER (Producer Member)
ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1986

LINN E. MAGOFFIN (Producer Member), Chairman
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman
ROBERT G. BERLIEN (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
DONALD F. CLARK (Public Member)
L. E. MOELLER (Producer Member)
REGINOLD A. STONE (Producer Member)
ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 7
FOR CALENDAR YEAR 1987

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
L. E. MOELLER (Producer Member), Secretary
ALFRED R. WITTIG (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
GERALD J. BLACK (Producer Member)
DONALD F. CLARK (Public Member)
EDWARD R. HECK (Producer Member)
JOHN E. MAULDING (Public Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1988

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
L. E. MOELLER (Producer Member), Secretary
ALFRED R. WITTIG (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
GERALD J. BLACK (Producer Member)
DONALD F. CLARK (Public Member)
EDWARD R. HECK (Producer Member)
JOHN E. MAULDING (Public Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 8
FOR CALENDAR YEAR 1989

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
GERALD G. BLACK (Producer Member), Secretary
ALFRED R. WITTIG (Public Member), Treasurer
ROBERT T. BALCH (Producer Member) *
DONALD F. CLARK (Public Member)
EDWARD R. HECK (Producer Member)
BURTON E. JONES (Public Member)
NELS PALM (Producer Member) **
THOMAS E. SCHOLLENBERGER (Producer Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer
Ralph E. Helm, Attorney
Thomas M. Stetson, Engineer

* DECEASED APRIL 25, 1989

** Appointed August 24, 1989, for the balance of the calendar year term, to replace deceased member, Robert T. Balch.