

Attachment 3: Status of GWMP

Attachment 3 consists of the following:

-  **An official notice of recording**

The official notice of recording provides evidence that the Main San Gabriel Basin has been adjudicated and management of the local groundwater resources within the Main San Gabriel Basin is based on the adjudication. The Basin Judgment was entered on January 4, 1973.

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Upper District's legal boundaries are within the San Gabriel Valley and overlie the Main San Gabriel Basin (Basin). The Basin has been adjudicated and management of the local water resources within the Basin is based on provisions of the adjudication. In order to bring about an adjudication of water rights in the Basin, a complaint was filed in the Superior Court of the State of California (Case #924128, Upper San Gabriel Valley Municipal Water District, Plaintiff, vs. City of Alhambra, et. al., Defendants). A stipulated judgment on this case was entered on January 4, 1973 (Main Basin Judgment) and is provided in the following pages within this Attachment. The Main Basin Judgment is the basis of management, or the effective Groundwater Management Plan, for the Basin. Recording information, including the date of the signature, for the Main Basin Judgment is provided below:

**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 Thereto),**

**Honorable Florence T. Pickard
Assigned Judge Presiding**

**Original Judgment
Signed and Filed: December 29, 1972;
Entered: January 4, 1973
Book 6741, Page 197**

JUDGMENT AS AMENDED AUGUST 24, 1989

The signed page from the Main Basin Judgment filed on December 29, 1972 is provided in the following pages.

The proposed project supports the goals for managing the Basin as provided in the Main Basin Judgment. The proposed project will allow Upper District to meet its responsibilities as described within the Main Basin Judgment. Upper District is identified in the Main Judgment as a “Responsible Agency” for the delivery of Supplemental Water to replenish the Main Basin, as indicated below (page 7 of the Judgment):

5 (dd) Responsible Agency -- (Prior Judgment Section 4
6 (cc)) The municipal water district which is the normal and
7 appropriate source from whom Watermaster shall purchase
8 Supplemental Water for replacement purposes under the Physical
9 Solution, being one of the following:
10 (1) Upper District -- Upper San Gabriel
11 Valley Municipal Water District, a member public agency of
12 The Metropolitan Water District of Southern California
13 (MWD).

Supplemental water is water defined as “non tributary water imported through a Responsible Agency and reclaimed water”. Management of the Main Basin is predicated on the long-term reliable supply of Supplemental Water. Consequently, as a Responsible Agency, Upper District is helping to ensure reliable Supplemental Water supplies by developing projects to reduce dependence on increasingly expensive and unreliable imported water supplies, including the use of recycled water to replenish the Basin.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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JUDGMENT AS AMENDED AUGUST 24, 1989

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| 10 | UPPER SAN GABRIEL VALLEY) | |
| 11 | MUNICIPAL WATER DISTRICT,) | No. 924128 |
| | Plaintiff,) | AMENDED JUDGMENT |
| 12 |) | (And Exhibits Thereto) |
| 13 | vs.) | |
| 14 | CITY OF ALHAMBRA, et al.,) | |
| 15 | Defendants.) | |
| 16 | _____) | |

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25 HONORABLE FLORENCE T. PICKARD
26 Assigned Judge Presiding
27 DEPARTMENT 38
28 August 24, 1989

AMENDED JUDGMENT
TABLE OF CONTENTS

And
Amended Judgment Sections
Identified With Prior Judgment
Section Numbers

| | <u>Page</u> |
|----------------------------------------------------|-------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |
| 14 | |
| 15 | |
| 16 | |
| 17 | |
| 18 | |
| 19 | |
| 20 | |
| 21 | |
| 22 | |
| 23 | |
| 24 | |
| 25 | |
| 26 | |
| 27 | |
| 28 | |
| I. INTRODUCTION. | 1 |
| 1. Pleadings, Parties and Jurisdiction | 1 |
| 2. Stipulation for Entry of Judgment | 2 |
| 3. <u>Lis Pendens</u> . .(New). | 2 |
| 4. Findings and Conclusions . .(Prior 3). | 2 |
| 5. Judgment . .(New). | 2 |
| 6. Intervention After Judgment . .(New). | 2 |
| 7. Amendments to Judgment . .(New). | 3 |
| 8. Transfers . .(New). | 3 |
| 9. Producers and Their Designees . .(New). | 3 |
| 10. Definitions . .(Prior 4). | 3 |
| (a) Base Annual Diversion Right | 3 |
| (b) Direct Use | 3 |
| (c) Divert or Diverting | 3 |
| (d) Diverter | 4 |
| (e) Elevation | 4 |
| (f) Fiscal Year | 4 |
| (g) Ground Water | 4 |
| (h) Ground Water Basin | 4 |
| (i) Integrated Producer | 4 |
| (j) In-Lieu Water Cost | 4 |
| (k) Key Well | 4 |
| (l) Long Beach Case | 4 |
| (m) Main San Gabriel Basin or Basin | 4 |

| | | |
|----|--------------------------------------------------------|---|
| 1 | (n) Make-up Obligation | 5 |
| 2 | (o) Minimal Producer | 5 |
| 3 | (p) Natural Safe Yield | 5 |
| 4 | (q) Operating Safe Yield | 5 |
| 5 | (r) Overdraft | 5 |
| 6 | (s) Overlying Rights. . .(Prior (r) [1]). | 5 |
| 7 | (t) Physical Solution . .(Prior (s)). | 5 |
| 8 | (u) Prescriptive Pumping Right . .(Prior (t)). | 5 |
| 9 | (v) Produce or Producing . .(Prior (u)). | 6 |
| 10 | (w) Producer . .(Prior (v)). | 6 |
| 11 | (x) Production . .(Prior (w)). | 6 |
| 12 | (y) Pump or Pumping . .(Prior (x)). | 6 |
| 13 | (z) Pumper . .(Prior (y)). | 6 |
| 14 | (aa) Pumper's Share . .(Prior (z)). | 6 |
| 15 | (bb) Relevant Watershed . .(Prior (aa)) | 6 |
| 16 | (cc) Replacement Water . .(Prior (bb)) | 6 |
| 17 | (dd) Responsible Agency . .(Prior (cc)) | 7 |
| 18 | (1) Upper District | 7 |
| 19 | (2) San Gabriel District | 7 |
| 20 | (3) Three Valleys District | 7 |
| 21 | (ee) Stored Water . .(Prior (dd)) | 7 |
| 22 | (ff) Supplemental Water . .(Prior (ee)) | 7 |
| 23 | (gg) Transporting Parties . .(Prior (ff)) | 7 |
| 24 | (hh) Water Level . .(Prior (gg)) | 8 |
| 25 | (ii) Year . .(Prior (hh)) | 8 |
| 26 | 11. Exhibits . .(Prior 5). | 8 |
| 27 | II. DECREE | 9 |
| 28 | A. DECLARATION OF HYDROLOGIC CONDITIONS. | 9 |

| | | |
|----|---------------------------------------------------------|----|
| 1 | 12. Basin as Common Source of Supply .(Prior 6). . . | 9 |
| 2 | 13. Determination of Natural Safe Yield .(Prior 7). . | 10 |
| 3 | 14. Existence of Overdraft. .(Prior 8). | 10 |
| 4 | B. DECLARATION OF RIGHTS | 10 |
| 5 | 15. Prescription . .(Prior 9). | 10 |
| 6 | (a) Prior Prescription | 10 |
| 7 | (b) Mutual Prescription. | 10 |
| 8 | (c) Common Ownership of Safe Yield and | |
| 9 | Incidents Thereto | 11 |
| 10 | 16. Surface Rights . .(Prior 10) | 11 |
| 11 | 17. Ground Water Rights . .(Prior 11) | 11 |
| 12 | 18. Optional Integrated Production Rights (Prior 12). | 12 |
| 13 | 19. Special Category Rights . .(Prior 13) | 12 |
| 14 | 20. Non-consumptive Practices . .(Prior 14) | 12 |
| 15 | 21. Overlying Rights . .(Prior 14.5) | 13 |
| 16 | C. INJUNCTION | 14 |
| 17 | 22. Injunction Against Unauthorized | |
| 18 | Production . .(Prior 15) | 14 |
| 19 | 23. Injunction re Non-consumptive Uses. (Prior 16). . | 15 |
| 20 | 24. Injunction Against Changing Overlying | |
| 21 | Use Without Notice to Watermaster (Prior 16.5). . | 15 |
| 22 | 25. Injunction Against Unauthorized Recharge (Prior 17) | 15 |
| 23 | 26. Injunction Against Transportation From | |
| 24 | Basin or Relevant Watershed . .(Prior 18) . . | 15 |
| 25 | D. CONTINUING JURISDICTION | 16 |
| 26 | 27. Jurisdiction Reserved . .(Prior 19) | 16 |
| 27 | E. WATERMASTER. | 17 |
| 28 | 28. Watermaster to Administer Judgment .(Prior 20) . | 17 |

| | | |
|----|------------------------------------------------------|----|
| 1 | 29. Qualification, Nomination and Appointment | |
| 2 | (Prior 21) | 17 |
| 3 | (a) Qualification | 17 |
| 4 | (b) Nomination of Producer Representatives | 17 |
| 5 | (c) Nomination of Public Representatives | 18 |
| 6 | (d) Appointment | 18 |
| 7 | 30. Term and Vacancies . .(Prior 22) | 18 |
| 8 | 31. Quorum . .(Prior 23) | 18 |
| 9 | 32. Compensation . .(Prior 24) | 19 |
| 10 | 33. Organization . .(Prior 25) | 19 |
| 11 | (a) Minutes | 19 |
| 12 | (b) Regular Meetings | 20 |
| 13 | (c) Special Meetings | 20 |
| 14 | (d) Adjournments | 20 |
| 15 | 34. Powers and Duties . .(Prior 26) | 21 |
| 16 | (a) Rules and Regulations | 21 |
| 17 | (b) Acquisition of Facilities | 21 |
| 18 | (c) Employment of Experts and Agents | 21 |
| 19 | (d) Measuring Devices, etc. | 21 |
| 20 | (e) Assessments | 22 |
| 21 | (f) Investment of Funds | 22 |
| 22 | (g) Borrowing | 22 |
| 23 | (h) Purchase of and Recharge With | |
| 24 | Supplemental Water | 22 |
| 25 | (i) Contracts | 22 |
| 26 | (j) Cooperation With Existing Agencies | 22 |
| 27 | (k) Assumption of Make-up Obligation | 23 |
| 28 | (m) Water Quality | 23 |

| | | |
|----|-------------------------------------------------------|-----------|
| 1 | (n) Cyclic Storage Agreements. | 23 |
| 2 | (o) Notice List. | 24 |
| 3 | 35. Policy Decisions -- Procedure. .(Prior (27)). . . | 24 |
| 4 | 36. Reports. .(Prior 28) | 25 |
| 5 | 37. Review Procedures . .(Prior 29) | 25 |
| 6 | (a) Effective Date of Watermaster Action. | 25 |
| 7 | (b) Notice of Motion. | 25 |
| 8 | (c) Time For Motion | 26 |
| 9 | (d) De Novo Nature of Proceeding. | 26 |
| 10 | (e) Decision. | 26 |
| 11 | F. PHYSICAL SOLUTION. | 26 |
| 12 | 38. Purpose and Objective . .(Prior 30) | 26 |
| 13 | 39. Need for Flexibility. .(Prior 31) | 26 |
| 14 | 40. Watermaster Control . .(Prior 32) | 27 |
| 15 | 41. General Pattern of Contemplated Operation | |
| 16 | (Prior 33). | 27 |
| 17 | 42. Basin Operating Criteria. .(Prior 34) | 28 |
| 18 | 43. Determination of Operating Safe Yield (Prior 35). | 28 |
| 19 | (a) Preliminary Determination | 28 |
| 20 | (b) Notice and Hearing. | 29 |
| 21 | (c) Watermaster Determination and Review | |
| 22 | Thereof | 29 |
| 23 | 44. Reports of Pumping and Diversion. .(Prior 36). . | 29 |
| 24 | 45. Assessments -- Purpose. .(Prior 37) | 30 |
| 25 | (a) Watermaster Administration Costs | 30 |
| 26 | (b) Replacement Water Costs | 30 |
| 27 | (c) Make-up Obligation. | 31 |
| 28 | (d) In-Lieu Water Cost. | 31 |

| | | |
|----|---------------------------------------------------------|----|
| 1 | (e) Basin Water Quality Improvement | 31 |
| 2 | 46. Assessments -- Procedure . .(Prior 38) | 32 |
| 3 | (a) Levy and Notice of Assessment. | 32 |
| 4 | (b) Payment | 32 |
| 5 | (c) Delinquency | 33 |
| 6 | 47. Availability of Supplemental Water From | |
| 7 | Responsible Agency . .(Prior 39). | 33 |
| 8 | 48. Accumulation of Replacement Water Assessment | |
| 9 | Proceeds. . (Prior 40) | 33 |
| 10 | 49. Carry-over of Unused Rights . .(Prior 41) | 34 |
| 11 | 50. Minimal Producers . .(Prior 42) | 34 |
| 12 | 51. Effective Date. .(Prior 43). | 34 |
| 13 | G. MISCELLANEOUS PROVISIONS | 35 |
| 14 | 52. Puente Narrows Flow . .(Prior 44). | 35 |
| 15 | 53. San Gabriel District -- Interim Order (Prior 45) . | 35 |
| 16 | 54. Service Upon and Delivery to Parties of Various | |
| 17 | Papers . .(Prior 46) | 36 |
| 18 | 55. Assignment, Transfer, etc., of Rights (Prior 47) . | 37 |
| 19 | 56. Abandonment of Rights . .(Prior 48). | 37 |
| 20 | 57. Intervention After Judgment . .(Prior 49). | 38 |
| 21 | 58. Judgment Binding on Successors, etc., (Prior 50) . | 38 |
| 22 | 59. Water Rights Permits. (Prior 51). | 39 |
| 23 | 60. Costs . .(Prior 52). | 39 |
| 24 | 61. Entry of Judgment . .(New) | 39 |

EXHIBITS

27 "A" -- Map entitled "San Gabriel River Watershed
28 Tributary to Whittier Narrows"

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Exhibits Continued

- "B" -- Boundaries of Relevant Watershed
- "C" -- Table Showing Base Annual Diversion Rights
of Certain Diverters
- "D" -- Table Showing Rights and Pumper's Share of Each Pumper
- "E" -- Table Showing Production Rights of Each
Integrated Producer
- "F" -- Table Showing Special Category Rights
- "G" -- Table Showing Non-consumptive Users
- "H" -- Watermaster Operating Criteria
- "J" -- Puente Narrows Agreement
- "K" -- Overlying Rights
- "L" -- List of Producers and Their Designees (New)
- "M" -- Watermaster Members, Officers, and Staff Including
Calendar Year 1989 (New)

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| | | |
|----|-----------------------------|--------------------------|
| 10 | UPPER SAN GABRIEL VALLEY) | |
| | MUNICIPAL WATER DISTRICT,) | No. 924128 |
| 11 |) | |
| | Plaintiff,) | AMENDED JUDGMENT |
| 12 |) | |
| |) | |
| 13 | vs.) | |
| |) | |
| 14 | CITY OF ALHAMBRA, et al.,) | |
| |) | |
| 15 | Defendants.) | Hearing: August 24, 1989 |
| 16 | _____) | Department 38, 9:00 A.M. |

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

23 I. INTRODUCTION

24 1. Pleadings, Parties, and Jurisdiction. The complaint
25 herein was filed on January 2, 1968, seeking an adjudication of
26 water rights. By amendment of said complaint and dismissals of
27 certain parties, said adjudication was limited to the Main San
28 Gabriel Basin and its Relevant Watershed. Substantially all

1 defendants and the cross-defendant have appeared herein, certain
2 defaults have been entered, and other defendants dismissed.
3 By the pleadings herein and by Order of this Court, the issues
4 have been made those of a full inter se adjudication of water
5 rights as between each and all of the parties. This Court has
6 jurisdiction of the subject matter of this action and of the
7 parties herein.

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

12 3. Lis Pendens. (New) A Lis Pendens was recorded August
13 20, 1970, as Document 2650, in Official Records of Los Angeles
14 County, California, in Book M 3554, Page 866.

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

20 5. Judgment. (New) Judgment (and Exhibits Thereto),
21 Findings of Fact and Conclusions of Law (and Exhibits thereto),
22 Order Appointing Watermaster, and Initial Watermaster Order were
23 signed and filed December 29, 1972, and Judgment was entered
24 January 4, 1973, in Book 6791, Page 197.

25 6. Intervention After Judgment. (New) Certain defendants
26 have, pursuant to the Judgment herein and the Court's continuing
27 jurisdiction, intervened and appeared herein after entry of
28 Judgment.

1 7. Amendments to Judgment. (New) The original Judgment
2 herein was previously amended on March 29, 1979, by: (1) adding
3 definition (r [1]) thereto, (2) amending definition (bb)
4 therein, (3) adding Exhibit "K" thereto, (4) adding Sections
5 14.5 and 16.5 thereto, and (5) amending Sections 37(b), 37(c),
6 37(d), and Section 47 therein; it was again amended on December
7 21, 1979, by amending Section 38(c) thereof; again amended on
8 February 21, 1980, by amending Section 24 thereof; again amended
9 on September 12, 1980, by amending Sections 35(a), 37(a), and
10 38(a); again amended on December 22, 1987, by adding Section
11 37(e) thereto; and last amended on July 22, 1988 by amending
12 Section 37(e) thereof and Ordering an Amended Judgment herein.

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

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

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

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

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

27 (c) Divert or Diverting -- To take waters of any
28 surface stream within the Relevant Watershed.

- 1 (d) Diverter -- Any party who Diverts.
- 2 (e) Elevation -- Feet above mean sea level.
- 3 (f) Fiscal Year -- A period July 1 through June 30,
4 following.
- 5 (g) Ground Water -- Water beneath the surface of the
6 ground and within the zone of saturation.
- 7 (h) Ground Water Basin -- An interconnected permeable
8 geologic formation capable of storing a substantial Ground Water
9 supply.
- 10 (i) Integrated Producer -- Any party that is both a
11 Pumper and a Diverter, and has elected to have its rights
12 adjudicated under the optional formula provided in Section 18 of
13 this Judgment.
- 14 (j) In-Lieu Water Cost -- The differential between a
15 Producer's non-capital cost of direct delivery of Supplemental
16 Water and the cost of Production of Ground Water (including
17 depreciation on Production facilities) to a particular Producer
18 who has been required by Watermaster to take direct delivery of
19 Supplemental Water in lieu of Ground Water.
- 20 (k) Key Well -- Baldwin Park Key Well, being elsewhere
21 designated as State Well No. 1S/10W-7R2, or Los Angeles County
22 Flood Control District Well No. 3030-F. Said well has a ground
23 surface Elevation of 386.7.
- 24 (l) Long Beach Case -- Los Angeles Superior Court
25 Civil Action No. 722647, entitled, "Long Beach, et al., v. San
26 Gabriel Valley Water Company, et al."
- 27 (m) Main San Gabriel Basin or Basin -- The Ground
28 Water Basin underlying the area shown as such on Exhibit "A".

1 (n) Make-up Obligation -- The total cost of meeting
2 the obligation of the Basin to the area at or below Whittier
3 Narrows, pursuant to the Judgment in the Long Beach Case.

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

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

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

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

19 (s) Overlying Rights -- (Prior Judgment Section
20 4 (r) [1]) The right to Produce water from the Basin for use
21 on Overlying Lands, which rights are exercisable only on
22 specifically defined Overlying Lands and which cannot be
23 separately conveyed or transferred apart therefrom.

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

28 (u) Prescriptive Pumping Right -- (Prior Judgment

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

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

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

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

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

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

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

22 (bb) Relevant Watershed -- (Prior Judgment Section
23 4(aa)) That portion of the San Gabriel River watershed
24 tributary to Whittier Narrows which is shown as such on Exhibit
25 "A", and the exterior boundaries of which are described in
26 Exhibit "B".

27 (cc) Replacement Water -- (Prior Judgment Section 4
28 (bb)) Water purchased by Watermaster to replace:

1 (1) Production in excess of a Pumper's Share of Operating Safe
2 Yield; (2) The consumptive use portion resulting from the
3 exercise of an Overlying Right; and (3) Production in excess of
4 a Diverter's right to Divert for Direct Use.

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

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

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

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

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

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

25 (gg) Transporting Parties -- (Prior Judgment Section 4
26 (ff)) Any party presently transporting water (i.e., during the
27 12 months immediately preceding the making of the findings
28 herein) from the Relevant Watershed or Basin to an area outside

1 thereof, and any party presently or hereafter having an interest
2 in lands or having a service area outside the Basin or Relevant
3 Watershed contiguous to lands in which it has an interest or a
4 service area within the Basin or Relevant Watershed. Division
5 by a road, highway, or easement shall not interrupt contiguity.
6 Said term shall also include the City of Sierra Madre, or any
7 party supplying water thereto, so long as the corporate limits
8 of said City are included within one of the Responsible Agencies
9 and if said City, in order to supply water to its corporate area
10 from the Basin, becomes a party to this action bound by this
11 Judgment.

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

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

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

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

27 Exhibit "B" -- Boundaries of Relevant Watershed.

28 Exhibit "C" -- Table Showing Base Annual Diversion

1 Rights of Certain Diverters.

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

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

6 Exhibit "F" -- Table Showing Special Category Rights.

7 Exhibit "G" -- Table Showing Non-consumptive Users.

8 Exhibit "H" -- Watermaster Operating Criteria.

9 Exhibit "J" -- Puente Narrows Agreement.

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

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

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

19 II. DECREE

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

22 A. DECLARATION OF HYDROLOGIC CONDITIONS

23 12. Basin as Common Source of Supply. (Prior Judgment
24 Section 6) The area shown on Exhibit "A" as Main San Gabriel
25 Basin overlies a Ground Water basin. The Relevant Watershed is
26 the watershed area within which rights are herein adjudicated.
27 The waters of the Basin and Relevant Watershed constitute a
28 common source of natural water supply to the parties herein.

1 13. Determination of Natural Safe Yield. (Prior Judgment
2 Section 7) The Natural Safe Yield of the Main San Gabriel Basin
3 is found and declared to be one hundred fifty-two thousand
4 seven-hundred (152,700) acre feet under Calendar Year 1967
5 cultural conditions.

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

9 B. DECLARATION OF RIGHTS

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

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

24 (b) Mutual Prescription. The aggregate Prescriptive
25 Pumping Rights of the parties who are Pumpers now exceed,
26 and for many years prior to filing of this action, have
27 exceeded, the Natural Safe Yield of the Basin. By reason
28 of said condition, all rights of said Pumpers are declared

1 to be mutually prescriptive and of equal priority, inter
2 se.

3 (c) Common Ownership of Safe Yield and Incidents
4 Thereeto. By reason of said Overdraft and mutual Pre-
5 scription, the entire Natural Safe Yield of the Basin, the
6 Operating Safe Yield thereof and the appurtenant rights to
7 Ground Water storage capacity of the Basin are owned by
8 Pumpers in undivided Pumpers' Shares as hereinafter
9 individually declared, subject to the control of
10 Watermaster, pursuant to the Physical Solution herein
11 decreed. Nothing herein shall be deemed in derogation of
12 the rights to spread water pursuant to rights set forth in
13 Exhibit "G".

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

25 17. Ground Water Rights. (Prior Judgment Section 11) The
26 Prescriptive Pumping Right of each Pumper, who is not an
27 Integrated Producer, and his Pumper's Share are declared as set
28 forth in Exhibit "D".

1 18. Optional Integrated Production Rights. (Prior
2 Judgment Section 12) Those parties listed on Exhibit "E" have
3 elected to be treated as Integrated Producers. Integrated
4 Production Rights have two (2) historical components:

5 (1) a fixed component based upon historic
6 Diversions for Direct Use; and

7 (2) a mutually prescriptive Pumper's Share
8 component based upon Pumping during the period 1953 through
9 1967.

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

22 19. Special Category Rights. (Prior Judgment Section 13)
23 The parties listed on Exhibit "F" have water rights in the
24 Relevant Watershed which are not ordinary Production rights.
25 The nature of each such right is as described in Exhibit "F".

26 20. Non-consumptive Practices. (Prior Judgment Section
27 14) Certain Producers have engaged in Water Diversion and
28 spreading practices which have caused such Diversions to have a

1 non-consumptive or beneficial impact upon the aggregate water
2 supply available in the Basin. Said parties, and a statement of
3 the nature of their rights, uses and practices, are set forth in
4 Exhibit "G". The Physical Solution decreed herein, and
5 particularly its provisions for Assessments, shall not apply to
6 such non-consumptive uses. Watermaster may require reports on
7 the operations of said parties.

8 21. Overlying Rights. (Prior Judgment Section 14.5)
9 Producers listed in Exhibit "K" hereto were not parties herein
10 at the time of the original entry of Judgment herein. They have
11 exercised in good faith Overlying Rights to Produce water from
12 the Basin during the periods subsequent to the entry of Judgment
13 herein and have by self-help initiated or maintained appurtenant
14 Overlying Rights. Such rights are exercisable without
15 quantitative limit only on specifically described Overlying Land
16 and cannot be separately conveyed or transferred apart
17 therefrom. As to such rights and their exercise, the owners
18 thereof shall become parties to this action and be subject to
19 Watermaster Replacement Water Assessments under Section 45 (b)
20 hereof, sufficient to purchase Replenishment Water to offset the
21 net consumptive use of such Production and practices. In
22 addition, the gross amount of such Production for such overlying
23 use shall be subject to Watermaster Administrative Assessments
24 under Section 45 (a) hereof and the consumptive use portion of
25 such Production for overlying use shall be subject to
26 Watermaster's In-Lieu Water Cost Assessments under Section
27 45 (d) hereof. The Producers presently entitled to exercise
28 Overlying Rights, a description of the Overlying Land to which

1 Overlying Rights are appurtenant, the nature of use and the
2 consumptive use portion thereof are set forth in Exhibit "K"
3 hereto. Watermaster may require reports and make inspections of
4 the operations of said parties for purposes of verifying the
5 uses set forth in said Exhibit "K", and, in the event of a
6 material change, to redetermine the net amount of consumptive
7 use by such parties as changed in the exercise of such Overlying
8 Rights. Annually, during the first two (2) weeks of June in
9 each Calendar Year, such Overlying Rights Producers shall submit
10 to Watermaster a verified statement as to the nature of the then
11 current uses of said Overlying Rights on said Overlying Lands
12 for the next ensuing Fiscal Year, whereupon Watermaster shall
13 either affirm the prior determination or redetermine the net
14 amount of the consumptive use portion of the exercise of such
15 Overlying Right by said Overlying Rights Producer.

16 C. INJUNCTION

17 22. Injunction Against Unauthorized Production. (Prior
18 Judgment Section 15) Effective July 1, 1973, each and every
19 party, its officers, agents, employees, successors and assigns,
20 to whom rights to waters of the Basin or Relevant Watershed have
21 been declared and decreed herein is **ENJOINED AND RESTRAINED** from
22 Producing water for Direct Use from the Basin or the Relevant
23 Watershed except pursuant to rights and Pumpers' Shares herein
24 decreed or which may hereafter be acquired by transfer pursuant
25 to Section 55, or under the provisions of the Physical Solution
26 in this Judgment and the Court's continuing jurisdiction,
27 provided that no party is enjoined from Producing up to five (5)
28 acre feet per Fiscal Year.

1 23. Injunction re Non-consumptive Uses. (Prior Judgment
2 Section 16) Each party listed in Exhibit "G", its officers,
3 agents, employees, successors and assigns, is ENJOINED AND
4 RESTRAINED from materially changing said non-consumptive method
5 of use.

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

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

22 26. Injunction Against Transportation From Basin or
23 Relevant Watershed. (Prior Judgment Section 18) Except upon
24 further order of Court, all parties, other than Transporting
25 Parties and MWD in its exercise of its Special Category Rights,
26 to the extent authorized therein, are ENJOINED AND RESTRAINED
27 from transporting water hereafter Produced from the Relevant
28 Watershed or Basin outside the areas thereof. For purposes of

1 this Section, water supplied through a city water system which
2 lies chiefly within the Basin shall be deemed entirely used
3 within the Basin. Transporting Parties are entitled to continue
4 to transport water to the extent that any Production of water by
5 any such party does not violate the injunctive provisions
6 contained in Section 22 hereof; provided that said water shall
7 be used within the present service areas or corporate or other
8 boundaries and additions thereto so long as such additions are
9 contiguous to the then existing service area or corporate or
10 other boundaries; except that a maximum of ten percent (10%) of
11 use in any Fiscal Year may be outside said then existing service
12 areas or corporate or other boundaries.

13 D. CONTINUING JURISDICTION

14 27. Jurisdiction Reserved. (Prior Judgment Section 19)
15 Full jurisdiction, power and authority are retained by and
16 reserved to the Court for purposes of enabling the Court upon
17 application of any party or of the Watermaster, by motion and
18 upon at least thirty (30) days notice thereof, and after hearing
19 thereon, to make such further or supplemental orders or
20 directions as may be necessary or appropriate for interim
21 operation before the Physical Solution is fully operative, or
22 for interpretation, enforcement or carrying out of this
23 Judgment, and to modify, amend or amplify any of the provisions
24 of this Judgment or to add to the provisions thereof consistent
25 with the rights herein decreed. Provided, that nothing in this
26 paragraph shall authorize:

27 (1) modification or amendment of the quantities
28 specified in the declared rights of any party;

1 (2) modification or amendment of the manner of
2 exercise of the Base Annual Diversion Right or Integrated
3 Production Right of any party; or

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

9 E. WATERMASTER

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

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

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

25 (b) Nomination of Producer Representatives. A
26 meeting of all parties shall be held at the regular meeting
27 of Watermaster in November of each year, at the offices of
28 Watermaster. Nomination of the six (6) Producer

1 representatives shall be by cumulative voting, in person or
2 by proxy, with each Producer entitled to one (1) vote for
3 each one hundred (100) acre feet, or portion thereof, of
4 Base Annual Diversion Right or Prescriptive Pumping Right
5 or Integrated Production Right.

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

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

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

28 31. Quorum. (Prior Judgment Section 23) Five (5) members

1 of the Watermaster shall constitute a quorum for the transaction
2 of affairs of the Watermaster. Action by the affirmative vote
3 of five (5) members shall constitute action by Watermaster,
4 except that the affirmative vote of six (6) members shall be
5 required:

6 (a) to approve the purchase, spreading or injection of
7 water for Ground Water recharge, or

8 (b) to enter in any Agreement pursuant to Section
9 34 (m) hereof.

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

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

26 (a) Minutes. Minutes of all Watermaster meetings
27 shall be kept which shall reflect all actions taken by
28 Watermaster. Draft copies thereof shall be furnished to

1 any party who files a request therefor in writing with
2 Watermaster. Said draft copies of minutes shall constitute
3 notice of any Watermaster action therein reported; failure
4 to request copies thereof shall constitute waiver of
5 notice.

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

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

25 (d) Adjournments. Any meeting of Watermaster may be
26 adjourned to a time and place specified in the order of
27 adjournment. Less than a quorum may so adjourn from time
28 to time. A copy of the order or notice of adjournment

1 shall be conspicuously posted on or near the door of the
2 place where the meeting was held within twenty-four (24)
3 hours after adoption of the order of adjournment.

4 34. Powers and Duties. (Prior Judgment Section 26)

5 Subject to the continuing supervision and control of the Court,
6 Watermaster shall have and may exercise the following express
7 powers, and shall perform the following duties, together with
8 any specific powers, authority and duties granted or imposed
9 elsewhere in this Judgment or hereafter ordered or authorized by
10 the Court in the exercise of its continuing jurisdiction.

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

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

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

27 (d) Measuring Devices, etc. To cause parties,
28 pursuant to uniform rules, to install and maintain in good

1 operating condition, at the cost of each party, such
2 necessary measuring devices or meters as may be
3 appropriate; and to inspect and test any such measuring
4 device as may be necessary.

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

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

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

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

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

22 (j) Cooperation With Existing Agencies. To act
23 jointly or cooperate with agencies of the United States and
24 the State of California or any political subdivision,
25 municipality or district to the end that the purposes of
26 the Physical Solution may be fully and economically carried
27 out. Specifically, in the event Upper District has
28 facilities available and adequate to accomplish any of the

1 administrative functions of Watermaster, consideration
2 shall be given to performing said functions under contract
3 with Upper District in order to avoid duplication of
4 facilities.

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

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

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

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

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

28 (3) determination by Watermaster of, and

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

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

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

24 35. Policy Decisions -- Procedure. (Prior Judgment
25 Section 27) It is contemplated that Watermaster will exercise
26 discretion in making policy decisions relating to Basin
27 management under the Physical Solution decreed herein. In order
28 to assure full participation and opportunity to be heard for

1 those affected, no policy decision shall be made by Watermaster
2 until thirty (30) days after the question involved has been
3 raised for discussion at a Watermaster meeting and noted in the
4 draft of minutes thereof.

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

13 37. Review Procedures. (Prior Judgment Section 29)
14 Any action, decision, rule or procedure of Watermaster (other
15 than a decision establishing Operating Safe Yield, see Section
16 43[c]) shall be subject to review by the Court on its own motion
17 or on timely motion for an Order to Show Cause by any party, as
18 follows:

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

25 (b) Notice of Motion. Any party may, by a regularly
26 noticed motion, petition the Court for review of said
27 Watermaster's action or decision. Notice of such motion
28 shall be mailed to Watermaster and all parties. Unless so

1 ordered by the Court, such petition shall not operate to
2 stay the effect of such Watermaster action.

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

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

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

17 F. PHYSICAL SOLUTION

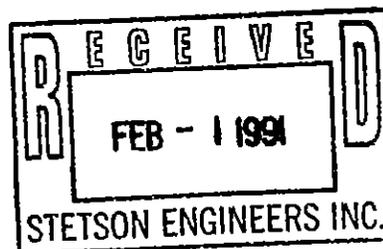
18 38. Purpose and Objective. (Prior Judgment Section 30)
19 Consistent with the California Constitution and the decisions of
20 the Supreme Court, the Court hereby adopts and **Orders** the
21 parties to comply with this Physical Solution. The purpose and
22 objective of these provisions is to provide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

28 39. Need for Flexibility. (Prior Judgment Section 31) In

1 Ralph B. Helm - Bar No. 022004
4605 Lankershim Boulevard, #214
2 North Hollywood, CA 91602

3 Telephone (818) 769-2002

4 Attorney for Watermaster - Petitioner



5
6
7
8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
9

| | | | |
|----|---------------------------|---|-----------------------------|
| 10 | UPPER SAN GABRIEL VALLEY |) | No. 924129 |
| | |) | |
| 11 | MUNICIPAL WATER DISTRICT, |) | ORDER AMENDING JUDGMENT TO |
| | |) | EXPAND WATERMASTER'S POWERS |
| 12 | Plaintiff, |) | TO INCLUDE MAINTENANCE, |
| | |) | IMPROVEMENT, AND CONTROL OF |
| 13 | vs. |) | BASIN WATER QUALITY WITH |
| | |) | ALLOWABLE FUNDING THROUGH |
| 14 | CITY OF ALHAMBRA, et al., |) | IN-LIEU ASSESSMENTS |
| | |) | |
| 15 | Defendants. |) | Hearing: August 7, 1990 |
| | |) | Department 38, 9:15 A. M. |

16
17 The Petition of the Main San Gabriel Basin Watermaster
18 (Watermaster) for Amendment to Judgment herein to expand its
19 powers to include maintenance, improvement, and control of Basin
20 water quality by controlling pumping in the Basin, with
21 allowable funding for associated costs to be paid through its
22 In-Lieu Assessments, was continued on July 31, 1990, to August
23 7, 1990, when it duly and regularly came on for hearing, at 9:15
24 o'clock A. M. in Department 38 of the above entitled Court, the
25 Honorable FLORENCE T. PICKARD, Assigned Judge Presiding. Ralph
26 B. Helm appeared as Attorney for Watermaster - Petitioner; Wayne
27 K. Lemieux appeared for Defendant, San Gabriel Valley Municipal
28 Water District, in support of the Petition; Fred Vendig, General

1 Counsel, Karen L. Tachiki, Assistant General Counsel, and
2 Victor E. Gleason, Senior Deputy General Counsel, by Victor E.
3 Gleason, appeared for Defendant, The Metropolitan Water District
4 of Southern California, in support of the Petition; Timothy J.
5 Ryan appeared for Defendant, San Gabriel Valley Water Company,
6 in opposition to the Petition; Lagerlof, Senecal, Drescher &
7 Swift, by H. Jess Senecal, appeared for Defendants, Calmat
8 Company, Livingston-Graham, Owl Rock Products, AZ-Two, Inc., and
9 Sully-Miller Contracting Company, in opposition to the Petition;
10 Ira Reiner, Los Angeles County District Attorney, by Jan
11 Chatten-Brown, Special Assistant to the District Attorney,
12 appeared in opposition to the Petition; and Sarah F. Bates and
13 Laurens H. Silver, by Sarah F. Bates, appeared on behalf of
14 Amicus Curiae Sierra Club, in opposition to the Petition.

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

27 Members of the public, present in Court, were invited to,
28 and did, present oral testimony during the hearing.

1 Under date of December 10, 1990 the Court entered its
2 Intended Decision Re Amendment To Judgment and, by minute order
3 duly entered and mailed to Counsel for Petitioner, ordered
4 copies thereof mailed forthwith to all appearing parties,
5 including those appearing as friends of the court, and to all
6 other affected parties on the case's current mailing list.

7 A Proof Of Service by mail on December 13, 1990, Of
8 Intended Decision Re Amendment To Judgment, as ordered, has been
9 filed with the Court.

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

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

17 IT IS, HEREBY, ORDERED:

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

22 "10 (j) In-Lieu Water Cost - - The differential between a
23 particular Producer's cost of Watermaster directed produced,
24 treated, blended, substituted, or Supplemental Water delivered
25 or substituted to, for, or taken by, such Producer in-lieu of
26 his cost of otherwise normally Producing a like amount of Ground
27 Water from the Basin.

28 "40. Watermaster Control. (Prior Judgment Section 32)

1 In order to develop an adequate and effective program of Basin
2 management, it is essential that Watermaster have broad
3 discretion in the making of Basin management decisions within
4 the ambit hereinafter set forth. The maintenance, improvement,
5 and control of the water quality and quantity of the Basin,
6 withdrawal and replenishment of supplies of the Basin and
7 Relevant Watershed, and the utilization of the water resources
8 thereof, must be subject to procedures established by
9 Watermaster in implementation of the Physical Solution
10 provisions of this Judgment. Both the quantity and quality of
11 said water resource are thereby preserved and its beneficial
12 utilization maximized.

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

24 "(b) Watermaster shall have the power to control pumping in
25 the Basin by water Producers therein for Basin cleanup and water
26 quality control so that specific well production can be directed
27 as to a lesser amount, to total cessation, as to an increased
28 amount, and even to require pumping in a new location in the

1 Basin. Watermaster's right to regulate pumping activities of
2 Producers shall be subordinate to any conflicting Basin cleanup
3 plan established by the EPA or other public governmental agency
4 with responsibility for ground water management or clean up.

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

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

25 "(e) Watermaster shall determine whether funds from local,
26 regional, state or federal agencies are available for regulating
27 pumping and the various costs associated with, or arising from
28 such activities. If no public funds are available from local,

1 regional, state, or federal agencies, the costs shall be
2 obtained and paid by way of an In-Lieu Assessment by Watermaster
3 pursuant to Section 10 (j) of the Amended Judgment herein.
4 Provided such In-Lieu Assessments become necessary, the costs
5 shall be borne by all Basin Producers.

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

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

16 Dated: January 29, 1991.

17
18 /s/Florence T. Pickard

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

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

20 41. General Pattern of Contemplated Operation. (Prior
21 Judgment Section 33) In general outline (subject to the
22 specific provisions hereafter and to Watermaster Operating
23 Criteria set forth in Exhibit "H"), Watermaster will determine
24 annually the Operating Safe Yield of the Basin and will notify
25 each Pumper of his share thereof, stated in acre feet per Fiscal
26 Year. Thereafter, no party may Produce in any Fiscal Year an
27 amount in excess of the sum of his Diversion Right, if any, plus
28 his Pumper's Share of such Operating Safe Yield, or his

1 Integrated Production Right, or the terms of any Cyclic Storage
2 Agreement, without being subject to Assessment for the purpose
3 of purchasing Replacement Water. In establishing the Operating
4 Safe Yield, Watermaster shall follow all physical, economic, and
5 other relevant parameters provided in the Watermaster Operating
6 Criteria. Watermaster shall have Assessment powers to raise
7 funds essential to implement the management plan in any of the
8 several special circumstances herein described in more detail.

9 42. Basin Operating Criteria. (Prior Judgment Section 34)
10 Until further order of the Court and in accordance with the
11 Watermaster Operating Criteria, Watermaster shall not spread
12 Replacement Water when the water level at the Key Well exceeds
13 Elevation two hundred fifty (250), and Watermaster shall spread
14 Replacement Water, insofar as practicable, to maintain the water
15 level at the Key Well above Elevation two hundred (200).

16 43. Determination of Operating Safe Yield. (Prior
17 Judgment Section 35) Watermaster shall annually determine the
18 Operating Safe Yield applicable to the succeeding Fiscal Year
19 and estimate the same for the next succeeding four (4) Fiscal
20 Years. In making such determination, Watermaster shall be
21 governed in the exercise of its discretion by the Watermaster
22 Operating Criteria. The procedures with reference to said
23 determination shall be as follows:

24 (a) Preliminary Determination. On or before
25 Watermaster's first meeting in April of each year,
26 Watermaster shall make a Preliminary Determination of the
27 Operating Safe Yield of the Basin for each of the
28 succeeding five Fiscal Years. Said determination shall be

1 made in the form of a report containing a summary statement
2 of the considerations, calculations and factors used by
3 Watermaster in arriving at said Operating Safe Yield.

4 (b) Notice and Hearing. A copy of said Preliminary
5 Determination and report shall be mailed to each Pumper and
6 Integrated Producer at least ten (10) days prior to a
7 hearing to be held at Watermaster's regular meeting in May,
8 of each year, at which time objections or suggested
9 corrections or modifications of said determinations shall
10 be considered. Said hearing shall be held pursuant to
11 procedures adopted by Watermaster.

12 (c) Watermaster Determination and Review Thereof.
13 Within thirty (30) days after completion of said hearing,
14 Watermaster shall mail to each Pumper and Integrated
15 Producer a final report and determination of said Operating
16 Safe Yield for each such Fiscal Year, together with a
17 statement of the Producer's entitlement in each such Fiscal
18 Year stated in acre feet. Any affected party, within
19 thirty (30) days of mailing of notice of said Watermaster
20 determination, may, by a regularly noticed motion, petition
21 the Court for an Order to Show Cause for review of said
22 Watermaster finding, and thereupon the Court shall hear
23 such objections and settle such dispute. Unless so ordered
24 by the Court, such petition shall not operate to stay the
25 effect of said report and determination. In the absence of
26 such review proceedings, the Watermaster determination
27 shall be final.

28 44. Reports of Pumping and Diversion. (Prior Judgment

1 Section 36) Each party (other than Minimal Producers) shall
2 file with the Watermaster quarterly, on or before the last day
3 of January, April, July and October, a report on a form to be
4 prescribed by Watermaster showing the total Pumping and
5 Diversion (separately for Direct Use and for non-consumptive
6 use, if any,) of such party during the preceding calendar
7 quarter.

8 45. Assessments -- Purpose. (Prior Judgment Section 37)
9 Watermaster shall have the power to levy and collect Assessments
10 from the parties (other than Minimal Producers, non-consumptive
11 users, or Production under Special Category Rights or Cyclic
12 Storage Agreements) based upon Production during the preceding
13 Fiscal Year. Said Assessments may be for one or more of the
14 following purposes:

15 (a) Watermaster Administration Costs. Within thirty
16 (30) days after completion of the hearing on the
17 Preliminary Determination of the Operating Safe Yield of
18 the Basin and Watermaster's determination thereof, pursuant
19 to Section 43 hereof, Watermaster shall adopt a proposed
20 budget for the succeeding Fiscal Year and shall mail a copy
21 thereof to each party, together with a statement of the
22 level of Administration Assessment levied by Watermaster
23 which will be collected for purposes of raising funds for
24 said budget. Said Assessment shall be uniformly applicable
25 to each acre foot of Production.

26 (b) Replacement Water Costs. Replacement Water
27 Assessments shall be collected from each party on account
28 of such party's Production in excess of its Diversion

1 Rights, Pumper's Share or Integrated Production Right, and
2 on account of the consumptive use portion of Overlying
3 Rights, computed at the applicable rate established by
4 Watermaster consistent with the Watermaster Operating
5 Criteria.

6 (c) Make-Up Obligation. An Assessment shall be
7 collected equally on account of each acre foot of
8 Production, which does not bear a Replacement Assessment
9 hereunder, to pay all necessary costs of Administration and
10 satisfaction of the Make-Up Obligation. Such Assessment
11 shall not be applicable to water Production for an
12 Overlying Right.

13 (d) In-Lieu Water Cost. Watermaster may levy an
14 Assessment against all Pumping to pay reimbursement for In-
15 Lieu Water Costs except that such Assessment shall not be
16 applicable to the non-consumptive use portion of an
17 Overlying Right.

18 (e) Basin Water Quality Improvement. For purposes of
19 testing, protecting or improving the water quality in the
20 Basin, Watermaster may, after a noticed hearing thereon,
21 fix terms and conditions under which it may waive all or
22 any part of its Assessments on such ground water
23 Production and if such Production, in addition to his other
24 Production, does not exceed such Producer's Share or
25 entitlement for that Fiscal Year, such stated Production
26 shall be allowed to be carried over for a part of such
27 Producer's next Fiscal Year's Producer's Share or
28 entitlement. In connection therewith, Watermaster may also

1 waive the provisions of Sections 25, 26 and 57 hereof,
2 relating to Injunction Against Unauthorized Recharge,
3 Injunction Against Transportation From Basin or Relevant
4 Watershed, and Intervention After Judgment, respectively.
5 Nothing in this Judgment is intended to allow an increase
6 in any Producer's annual entitlement nor to prevent
7 Watermaster, after hearing thereon, from entering into
8 contracts to encourage, assist and accomplish the clean up
9 and improvement of degraded water quality in the Basin by
10 non-parties herein. Such contracts may include the
11 exemption of the Production of such Basin water therefor
12 from Watermaster Assessments and, in connection therewith,
13 the waiver of the provisions of Judgment Sections 25, 26,
14 and 57 hereof.

15 46. Assessments -- Procedure. (Prior Judgment Section 38)

16 Assessments herein provided for shall be levied and collected
17 as follows:

18 (a) Levy and Notice of Assessment. Within thirty
19 (30) days of Watermaster's annual determination of
20 Operating Safe Yield of the Basin for each Fiscal Year and
21 succeeding four (4) Fiscal Years, Watermaster shall levy
22 applicable Administration Assessments, Replacement Water
23 Assessments, Make-up Water Assessments and In-Lieu Water
24 Assessments, if any. Watermaster shall give written notice
25 of all applicable Assessments to each party on or before
26 August 15, of each year.

27 (b) Payment. Each Assessment shall be payable, and
28 each party is Ordered to pay the same, on or before

1 September 20, following such Assessment, subject to the
2 rights reserved in Section 37 hereof.

3 (c) Delinquency. Any Assessment which becomes
4 delinquent after January 1, 1980, shall bear interest at
5 the annual prime rate plus one percent (1%) in effect on
6 the first business day of August of each year. Said prime
7 interest rate shall be that fixed by the Bank of America
8 NT&SA for its preferred borrowing customers on said date.
9 Said prime interest rate plus one percent (1%) shall be
10 applicable to any said delinquent Assessment from the due
11 date thereof until paid. Provided, however, in no event
12 shall any said delinquent Assessment bear interest at a
13 rate of less than ten percent (10%) per annum. Such
14 delinquent Assessment and interest may be collected in a
15 Show Cause proceeding herein or any other legal proceeding
16 instituted by Watermaster, and in such proceeding the Court
17 may allow Watermaster its reasonable costs of collection,
18 including attorney's fees.

19 47. Availability of Supplemental Water From Responsible
20 Agencies. (Prior Judgment Section 39) If any Responsible
21 Agency shall, for any reason, be unable to deliver Supplemental
22 Water to Watermaster when needed, Watermaster shall collect
23 funds at an appropriate level and hold them in trust, together
24 with interest accrued thereon, for purchase of such water when
25 available.

26 48. Accumulation of Replacement Water Assessment Proceeds.
27 (Prior Judgment Section 40) In order to minimize fluctuation
28 in Assessments and to give Watermaster flexibility in Basin

1 management, Watermaster may make reasonable accumulations of
2 Replacement Water Assessments. Such moneys and any interest
3 accrued thereon shall only be used for the purchase of
4 Replacement Water.

5 49. Carry-over of Unused Rights. (Prior Judgment Section
6 41) Any Pumper's Share of Operating Safe Yield, and the
7 Production right of any Integrated Producer, which is not
8 Produced in a given Fiscal Year may be carried over and
9 accumulated for one Fiscal Year, pursuant to reasonable rules
10 and procedures for notice and accounting which shall be adopted
11 by Watermaster. The first water Produced in the succeeding
12 Fiscal Year shall be deemed Produced pursuant to such Carry-over
13 Rights.

14 50. Minimal Producers. (Prior Judgment Section 42) In
15 the interest of Justice, Minimal Producers are exempted from the
16 operation of this Physical Solution, so long as such party's
17 annual Production does not exceed five (5) acre feet. Quarterly
18 Production reports by such parties shall not be required, but
19 Watermaster may require, and Minimal Producers shall furnish,
20 specific periodic reports. In addition, Watermaster may conduct
21 such investigation of future operations of any Minimal Producer
22 as may be appropriate.

23 51. Effective Date. (Prior Judgment Section 43) The
24 effective date for commencing accounting and operation under
25 this Physical Solution, other than for Replacement Water
26 Assessments, shall be July 1, 1972. The first Assessment for
27 Replacement Water shall be payable on September 20, 1974, on
28 account of Fiscal Year 1973-74 Production.

1 G. MISCELLANEOUS PROVISIONS

2 52. Puente Narrows Flow. (Prior Judgment Section 44)

3 The Puente Basin is tributary to the Main San Gabriel Basin.
4 All Producers within said Puente Basin have been dismissed
5 herein, based upon the Puente Narrows Agreement (Exhibit "J"),
6 whereby Puente Basin Water Agency agreed not to interfere with
7 surface inflow and to assure continuance of historic subsurface
8 contribution of water to Main San Gabriel Basin. The Court
9 declares said Agreement to be reasonable and fair and in full
10 satisfaction of claims by Main San Gabriel Basin for natural
11 water from Puente Basin.

12 53. San Gabriel District - Interim Order. (Prior Judgment

13 Section 45) San Gabriel District has a contract with the State
14 of California for State Project Water, delivered at Devil Canyon
15 in San Bernardino County. San Gabriel District is **HEREBY**
16 **ORDERED** to proceed with and complete necessary pipeline
17 facilities as soon as practical.

18 Until said pipeline is built and capable of delivering a
19 minimum of twenty-eight thousand eight-hundred (28,800) acre
20 feet of State Project water per year, defendant cities of
21 Alhambra, Azusa, and Monterey Park shall pay to Watermaster each
22 Fiscal Year a Replacement Assessment at a uniform rate
23 sufficient to purchase Replenishment Water when available,
24 which rate shall be declared by San Gabriel District.

25 When water is available through said pipeline, San Gabriel
26 District shall make the same available to Watermaster, on his
27 reasonable demand, at said specified rate per acre foot.

28 Interest accrued on such funds shall be paid to San Gabriel

1 District.

2 54. Service Upon and Delivery to Parties of Various
3 Papers. (Prior Judgment Section 46) Service of the Judgment
4 on those parties who have executed the Stipulation for Judgment
5 shall be made by first class mail, postage prepaid, addressed to
6 the Designee and at the address designated for that purpose in
7 the executed and filed counterpart of the Stipulation for
8 Judgment, or in any substitute designation filed with the Court.

9 Each party who has not heretofore made such a designation
10 shall, within thirty (30) days after the Judgment shall have
11 been served upon that party, file with the Court, with proof of
12 service of a copy thereof upon Watermaster, a written
13 designation of the person to whom and the address at which all
14 future notices, determinations, requests, demands, objections,
15 reports and other papers and processes to be served upon that
16 party or delivered to that party are to be so served or
17 delivered.

18 A later substitute designation filed and served in the same
19 manner by any party shall be effective from the date of filing
20 as to the then future notices, determinations, requests,
21 demands, objections, reports and other papers and processes to
22 be served upon or delivered to that party.

23 Delivery to or service upon any party by Watermaster, by
24 any other party, or by the Court, of any item required to be
25 served upon or delivered to a party under or pursuant to the
26 Judgment may be made by deposit thereof (or by copy thereof) in
27 the mail, first class, postage prepaid, addressed to the
28 Designee of the party and at the address shown in the latest

1 designation filed by that party.

2 55. Assignment, Transfer, etc., of Rights. (Prior
3 Judgment Section 47) Any rights Adjudicated herein except
4 Overlying Rights, may be assigned, transferred, licensed or
5 leased by the owners thereof; provided however, that no such
6 assignment shall be complete until the appropriate notice
7 procedures established by Watermaster have been complied with.
8 No water Produced pursuant to rights assigned, transferred,
9 licensed, or leased may be transported outside the Relevant
10 Watershed except by:

11 (1) a Transporting Party, or

12 (2) a successor in interest immediate or mediate to a
13 water system on lands or portion thereof, theretofore
14 served by such a Transporting Party, for use by such
15 successor in accordance with limitations applicable to
16 Transporting Parties, or

17 (3) a successor in interest to the Special Category
18 rights of MWD.

19 The transfer and use of Overlying Rights shall be
20 limited, as provided in Section 21 hereof, as exercisable
21 only on the specifically defined Overlying Lands and they
22 cannot be separately conveyed or transferred apart therefrom.

23 56. Abandonment of Rights. (Prior Judgment Section 48)

24 It is in the interest of reasonable beneficial use of the Basin
25 and its water supply that no party be encouraged to take and use
26 more water in any Fiscal Year than is actually required.

27 Failure to Produce all of the water to which a party is entitled
28 hereunder shall not, in and of itself, be deemed or constitute

1 an abandonment of such party's right, in whole or in part.
2 Abandonment and extinction of any right herein Adjudicated shall
3 be accomplished only by:

4 (1) a written election by the party, filed in this
5 case, or

6 (2) upon noticed motion of Watermaster, and after
7 hearing.

8 In either case, such abandonment shall be confirmed by
9 express subsequent order of this Court.

10 57. Intervention After Judgment. (Prior Judgment Section
11 49) Any person who is not a party or successor to a party and
12 who proposes to Produce water from the Basin or Relevant
13 Watershed, may seek to become a party to this Judgment through a
14 Stipulation For Intervention entered into with Watermaster.
15 Watermaster may execute said Stipulation on behalf of the other
16 parties herein but such Stipulation shall not preclude a party
17 from opposing such Intervention at the time of the Court hearing
18 thereon. Said Stipulation For Intervention must thereupon be
19 filed with the Court, which will consider an order confirming
20 said Intervention following thirty (30) days' notice to the
21 parties. Thereafter, if approved by the Court, such Intervenor
22 shall be a party bound by this Judgment and entitled to the
23 rights and privileges accorded under the Physical Solution
24 herein.

25 58. Judgment Binding on Successors, etc. (Prior Judgment
26 Section 50) Subject to specific provisions hereinbefore
27 contained, this Judgment and all provisions thereof are
28 applicable to and binding upon and inure to the benefit of not

1 only the parties to this action, but as well to their respective
2 heirs, executors, administrators, successors, assigns, lessees,
3 licensees and to the agents, employees and attorneys in fact of
4 any such persons.

5 59. Water Rights Permits. (Prior Judgment Section 51)
6 Nothing herein shall be construed as affecting the relative
7 rights and priorities between MWD and San Gabriel Valley
8 Protective Association under State Water Rights Permits Nos.
9 7174 and 7175, respectively.

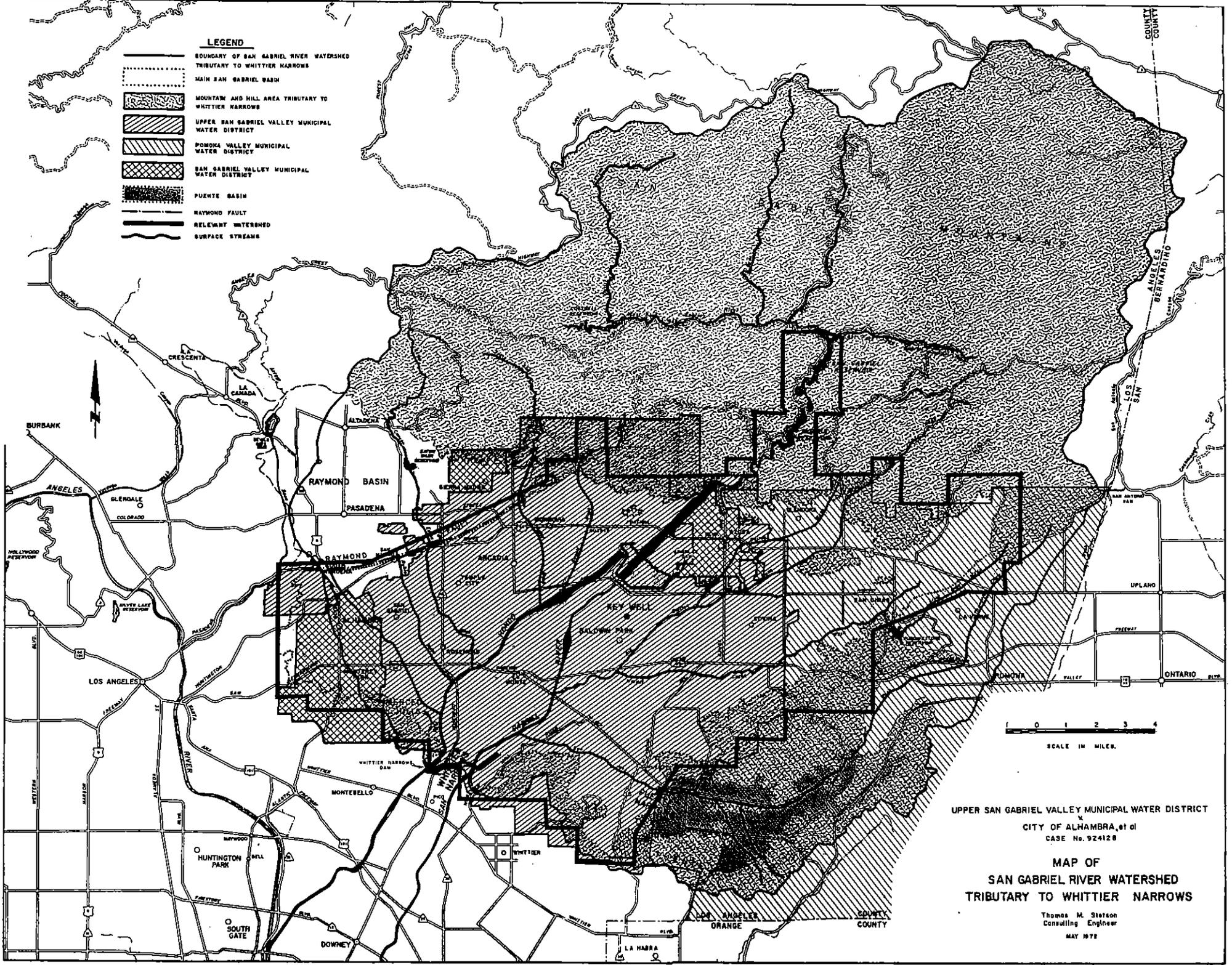
10 60. Costs. (Prior Judgment Section 52) No party shall
11 recover any costs in this proceeding from any other party.

12 61. Entry of Judgment. (New) The Clerk shall enter this
13 Judgment.

14 DATED: August 24, 1989.

15
16 s/ Florence T. Pickard
17 Florence T. Pickard, Judge
18 Specially Assigned
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- LEGEND**
- BOUNDARY OF SAN GABRIEL RIVER WATERSHED TRIBUTARY TO WHITTIER NARROWS
 - MAIN SAN GABRIEL BASIN
 - ▨ MOUNTAIN AND HILL AREA TRIBUTARY TO WHITTIER NARROWS
 - ▧ UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
 - ▩ POMONA VALLEY MUNICIPAL WATER DISTRICT
 - ▤ SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
 - ▥ PUENTE BASIN
 - RAYMOND FAULT
 - RELEVANT WATERSHED
 - SURFACE STREAMS



UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
 CITY OF ALHAMBRA, et al
 CASE No. 924128

**MAP OF
 SAN GABRIEL RIVER WATERSHED
 TRIBUTARY TO WHITTIER NARROWS**

Thomas M. Statton
 Consulting Engineer
 MAY 1978

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; ✓

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 $64^{\circ} 30'$ 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
DIVERTERS

| | Base Annual Diversion Right <u>Acre-Feet</u> |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Covell, Ralph (Successor to Rittenhouse, Catherine and Rittenhouse, James) | 2.12 |
| Maddock, A. G. | 3.40 |
| Rittenhouse, Catherine (Transferred to Covell, Ralph) | 0 |
| Rittenhouse, James (Transferred to Covell, Ralph) | 0 |
| Ruebhausen, Arline (Held in common with Ruebhausen, Victor) (Transferred to City of Glendale) | 0 |
| Ruebhausen, Victor (See Ruebhausen, Arline, above) | 0 |
| TOTAL | <u>5.52</u> |

Exhibit "D"

TABLE
SHOWING PRESCRIPTIVE PUMPING RIGHTS
AND PUMPER'S SHARE OF EACH PUMPER
AS OF JUNE, 1988

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share Percent (%)</u> |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------|
| Adams Ranch Mutual Water Company | 100.00 | 0.05060 |
| A & E Plastik Pak Co., Inc. (Transferred to Industry Properties, Ltd.) | 0 | 0 |
| Alhambra, City of | 8,812.05 | 4.45876 |
| Amarillo Mutual Water Company | 709.00 | 0.35874 |
| Anchor Plating Co., Inc. (Successor to Bodger & Sons) (Transferred to Crown City Plating Co.) | 0 | 0 |
| Anderson, Ray L. and Helen T., Trustees (Successor to Covina-Valley Unified School District) | 50.16 | 0.02538 |
| Andrade, Marcario and Consuelo; and Andrade, Robert and Jayne (Successor to J. F. Isbell Estate, Inc.) | 8.36 | 0.00423 |
| Arcardia, City of (Successor to First National Finance Corporation) (Transferred to City of Monrovia) | 9,252.00 60.90 <u>951.00</u> 8,361.90 | 4.68137 0.03081 <u>0.48119</u> 4.23099 |
| Associated Southern Investment Company (Transferred to Southern California Edison Company) | 0 | 0 |
| AZ-Two, Inc. (Lessee of Southwestern Portland Cement Co.) | 0 | 0 |
| Azusa, City | 3,655.99 | 1.84988 |
| Azusa-Western Inc. (Transferred to Southwestern Portland Cement Co.) | 0 | 0 |
| Bahnsen & Beckman Ind., Inc. (Transferred to Woodland, Richard) | 0 | 0 |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------|
| Bahnsen, Betty M. (Transferred to Dawes, Mary Kay) | 0 | 0 |
| Baldwin Park County Water District (See Valley County Water District) | - | - |
| Banks, Gale C. (Successor to Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs.) | 50.00 | 0.02530 |
| Base Line Water Company | 430.20 | 0.21767 |
| Beverly Acres Mutual Water Company | 93.00 | 0.04706 |
| Birenbaum, Max (Held in common with Birenbaum, Sylvia; Schneiderman, Alan; Schneiderman, Lydia; Wigodsky, Bernard; Wigodsky, Estera) (Transferred to City of Whittier) | 0 | 0 |
| Birenbaum, Sylvia (See Birenbaum, Max) | - | - |
|) Blue Diamond Concrete Materials Div., The Flintkote Company (Transferred to Sully-Miller Contracting Co.) | 0 | 0 |
| Bodger & Sons DBA Bodger Seeds Ltd. (Transferred to Anchor Plating Co., Inc.) | 0 | 0 |
| Botello Water Company | 0 | 0 |
| Burbank Development Company | 50.65 | 0.02563 |
| Cadway, Inc. (Successor to: Corcoran, Jack S. and R. L.) Corcoran, Jack S. and R. L.) | 100.00 <u>100.00</u> 200.00 | 0.05060 <u>0.05060</u> 0.10120 |
| Cal Fin (Transferred to Suburban Water Systems) | 0 | 0 |
| California-American Water Company (San Marino System) | 7,868.70 | 3.98144 |
| California Country Club | 0 | 0 |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------------|
| California Domestic Water Company (Successor to: Cantrill Mutual Water Company Industry Properties, Ltd. Modern Accent Corporation Fisher, Russell) | 11,024.82 42.50 73.50 256.86 <u>19.00</u> 11,416.68 | 5.57839 0.02150 0.03719 0.12997 <u>0.00961</u> 5.77666 |
| California Materials Company | 0 | 0 |
| Cantrill Mutual Water Company (Transferred to California Domestic Water Co.) | 0 | 0 |
| Cedar Avenue Mutual Water Company | 121.10 | 0.06127 |
| Champion Mutual Water Company | 147.68 | 0.07472 |
| Chronis, Christine (See Polopolus, et al) | - | - |
| Clayton Manufacturing Company | 511.80 | 0.25896 |
| Collison, E. O. | 0 | 0 |
| Comby, Erma M. (See Wilmott, Erma M.) | - | - |
| Conrock Company (Formerly Consolidated Rock Products Co.) (Successor to Manning Bros. Rock & Sand Co.) | 1,465.35 <u>328.00</u> 1,793.35 | 0.74144 <u>0.16596</u> 0.90740 |
| Consolidated Rock Products Co. (See Conrock Company) | - | - |
| Corcoran, Jack S. (Held in common with Corcoran, R. L.) (Transferred to: Cadway, Inc. Cadway, Inc.) | 747.00 100.00 <u>100.00</u> 547.00 | 0.37797 0.05060 <u>0.05060</u> 0.27677 |
| Corcoran, R. L. (See Corcoran, Jack S.) | - | - |
| County Sanitation District No. 18 of Los Angeles County | 4.50 | 0.00228 |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------|
| 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) | 111.05 | 0.05619 |
| Covina, City of (Transferred to Covina Irrigating Company) | 2,507.89 | 1.26895 |
| (Transferred to Covina Irrigating Company) | 1,734.00 | 0.87737 |
| | <u>300.00</u> | <u>0.15179</u> |
| | 473.89 | 0.23979 |
| Covina-Valley Unified School District (Transferred to Anderson, Ray) | 0 | 0 |
| Crevolin, A. J. | 2.25 | 0.00114 |
| Crocker National Bank, Executor of the Estate of A. V. Handorf (Transferred to Modern Accent Corp.) | 0 | 0 |
| Cross Water Company (Transferred to City of Industry) | 0 | 0 |
| Crown City Plating Company (Successor to Anchor Plating Co., Inc.) | 190.00 | 0.09614 |
| | <u>10.00</u> | <u>0.00506</u> |
| | 200.00 | 0.10120 |
| Davidson Optronics, Inc. | 22.00 | 0.01113 |
| Dawes, Mary Kay (Successor to Bahnsen, Betty M.) | 441.90 | 0.22359 |
| Del Rio Mutual Water Company | 199.00 | 0.10069 |
| 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) | 0 | 0 |
| Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs. (Successor to Sawpit Farms, Ltd.) (Transferred to Banks, Gale C.) | 0 | 0 |
| Driftwood Dairy | 163.80 | 0.08288 |
| Duhalde, L. (Transferred to El Monte Union High School District) | 0 | 0 |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------|
| Dunning, George (Held in common with Dunning, Vera H.) (Successor to Vera H. Dunning) | 324.00 | 0.16394 |
| Dunning, Vera H. (Transferred to George Dunning) | - | - |
| East Pasadena Water Company, Ltd. | 1,407.69 | 0.71227 |
| Eckis, Rollin (Successor to Sawpit Farms, Ltd.) (Transferred to City of Monrovia) | 0 | 0 |
| El Encanto Properties (Transferred to La Puente Valley County Water District) | 0 | 0 |
| El Monte, City of | 2,784.23 | 1.40878 |
| El Monte Cemetary Association | 18.50 | 0.00936 |
| El Monte Union High School District (Successor to Duhalde, L.) (Transferred to City of Whittier) | 0 | 0 |
| Everett, Mrs. Alda B. (Held in common with Everett, W. B., Executor of the Estate of I. Worth Everett) | 0 | 0 |
| Everett, W. B., Executor of the Estate of I. Worth Everett (See Everett, Mrs. Alda B.) | - | - |
| Faix, Inc. (Successor to Frank F. Pellissier & Sons, Inc.) (Transferred to Faix, Ltd.) | 0 | 0 |
| Faix, Ltd. (Successor to Faix, Inc.) | 6,490.00 | 3.28384 |
| First National Finance Corporation (Transferred to City of Arcadia) | 0 | 0 |
| Fisher, Russell (Held in common with Hauch, Edward and Warren, Clyde) (Transferred to California Domestic Water Company) | 0 | 0 |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------|
| Frank F. Pellissier & Sons, Inc. (Transferred to Faix, Inc.) | 0 | 0 |
| Fruit Street Water Company (Transferred to: Gifford, Brooks, Jr. City of La Verne) | 0 | 0 |
| Gifford, Brooks, Jr. (Successor to: Fruit Street Water Co., Mission Gardens Mutual Water Company) (Transferred to City of Whittier) | 0 | 0 |
| Gilkerson, Frank B. (Transferred to Jobe, Darr) | - | - |
| Glendora Unified High School District (Transferred to City of Glendora) | 0 | 0 |
| Goedert, Lillian E. (See Covell, et al) | - | - |
| Goedert, Marion W. (See Covell, et al) | - | - |
| Graham, William (Transferred to Darr Jobe) | - | - |
| Green, Walter | 71.70 | 0.03628 |
| Grizzle, Lissa B. (Held in common with Grizzle, Mervin A.; Wilson, Harold R.; Wilson, Sarah C.) (Transferred to City of Whittier) | 0 | 0 |
| Grizzle, Mervin A. (See Grizzle, Lissa B.) | 0 | 0 |
| Hansen, Alice | 0.75 | 0.00038 |
| Hartley, David | 0 | 0 |
| Hauch, Edward (See Fisher, Russell) | 0 | 0 |
| Hemlock Mutual Water Company | 166.00 | 0.08399 |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------|
| Hollenbeck Street Water Company (Transferred to Suburban Water Systems) | 0 | 0 |
| Hunter, Lloyd F. (Successor to R. Wade) | 4.40 | 0.00223 |
| Hydro-Conduit Corporation | 0 | 0 |
| Industry Waterworks System, City of (Successor to Cross Water Company) | 1,103.00 | 0.55810 |
| Industry Properties, Ltd. (Successor to A & E Plastik Pak Co., Inc.) (Transferred to California Domestic Water Co.) | 0 | 0 |
| J. F. Isbell Estate, Inc. (Transferred to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne) | 0 | 0 |
| Jerris, Helen (See Polopolus, et al) | - | - |
| Jobe, Darr (See Covell, et al) | - | - |
| Kirklen Family Trust (Formerly Kirklen, Dawn L.) (Held in common with Kirklen, William R.) (Successor to San Dimas-La Verne Recreational Facilities Authority) | 375.00 <u>62.50</u> 437.50 | 0.18974 <u>0.03162</u> 0.22136 |
| Kirklen, Dawn L. (See Kirklen Family Trust) | - | - |
| Kirklen, William R. (See Kirklen, Dawn L.) | - | - |
| Kiyan, Hideo (Held in common with Kiyan, Hiro) | 30.00 | 0.01518 |
| Kiyan, Hiro (See Kiyan, Hideo) | - | - |
| Knight, Kathryn M. (Successor to William Knight) | 227.88 | 0.11530 |
| Knight, William (Transferred to Kathryn M. Knight) | 0 | 0 |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------|
| Lakin, Kelly R. (See Covell, et al) | - | - |
| Lakin, Kendall R. (See Covell, et al) | - | - |
| Landeros, John | 0.75 | 0.00038 |
| La Grande Source Water Company (Transferred to Suburban Water Systems) | 0 | 0 |
| Lang, Frank (Transferred to San Dimas-La Verne Recreational Facilities Authority) | 0 | 0 |
| La Puente Cooperative Water Company (Transferred to Suburban Water Systems) | 0 | 0 |
| La Puente Valley County Water District (Successor to El Encanto Properties) | 1,097.00 <u>33.40</u> 1,130.40 | 0.55507 <u>0.01690</u> 0.57197 |
| La Verne, City of (Successor to Fruit Street Water Co.) | 250.00 <u>105.71</u> 355.71 | 0.12650 <u>0.05349</u> 0.17999 |
| Lee, Paul M. and Ruth A.; Nasmyth, Virginia; Nasmyth, John | 0 | 0 |
| Little John Dairy | 0 | 0 |
| Livingston-Graham, Inc. | 1,824.40 | 0.92312 |
| Los Flores Mutual Water Company (Transferred to City of Monterey Park) | 0 | 0 |
| Loucks, David | 3.00 | 0.00152 |
| Manning Bros. Rock & Sand Co. (Transferred to Conrock Company) | 0 | 0 |
| Maple Water Company | 118.50 | 0.05996 |
| Martinez, Frances Mercy (Held in common with Martinez, Jaime) | 0.75 | 0.00038 |
| Martinez, Jaime (See Martinez, Frances Mercy) | - | - |
| Massey-Ferguson Company | 0 | 0 |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|
| Miller Brewing Company (Successor to: Maechtlen, Estate of J. J. Phillips, Alice B., et al) | 111.01 151.50 <u>50.00</u> 312.51 | 0.05617 0.07666 <u>0.02530</u> 0.15813 |
| Mission Gardens Mutual Water Company (Transferred to Gifford, Brooks, Jr.) | 0 | 0 |
| Modern Accent Corporation (Successor to Crocker National Bank, Executor of the Estate of A. V. Handorf) (Transferred to California Domestic Water Co.) | 0 | 0 |
| Monterey Park, City of (Successor to Los Flores Mutual Water Co.) | 6,677.48 <u>26.60</u> 6,704.08 | 3.37870 <u>0.01346</u> 3.39216 |
| Murphy Ranch Mutual Water Company (Transferred to Southwest Suburban Water) | 0 | 0 |
| Namimatsu Farms (Transferred to California Cities Water Company) | 0 | 0 |
| Nick Tomovich & Sons | 0.02 | 0.00001 |
| No. 17 Walnut Place Mutual Water Co. (Transferred to San Gabriel Valley Water Company) | 0 | 0 |
| Orange Production Credit Association | 0 | 0 |
| Owl Rock Products Co. | 715.60 | 0.36208 |
| Pacific Rock & Gravel Co. (Transferred to: City of Whittier Rose Hills Memorial Park Association) | 0 | 0 |
| Park Water Company (Transferred to Valley County Water District) | 0 | 0 |
| Penn, Margaret (See Polopolus, et al) | - | - |
| Pico County Water District | 0.75 | 0.00038 |
| Polopolus, John (See Polopolus, et al) | - | - |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------|
| Polopolus, et al (Successor to Polopolus, Steve) (Held in common with Chronis, Christine; Jerris, Helen; Penn, Margaret; Polopolus, John) | 22.50 | 0.01138 |
| Polopolus, Steve (Transferred to Polopolus, et al) | - | - |
| Rados, Alexander (Held in common with Rados, Stephen and Rados, Walter) | 43.00 | 0.02176 |
| Rados, Stephen (See Rados, Alexander) | - | - |
| Rados, Walter (See Rados, Alexander) | - | - |
| Richwood Mutual Water Company | 192.60 | 0.09745 |
| Rincon Ditch Company | 628.00 | 0.31776 |
| Rincon Irrigation Company | 314.00 | 0.15888 |
| Rittenhouse, Catherine (Transferred to Covell, Ralph) | 0 | 0 |
| Rittenhouse, James (Transferred to Covell, Ralph) | 0 | 0 |
| Rose Hills Memorial Park Association (Successor to Pacific Rock & Gravel Co.) | 594.00 <u>200.00</u> 794.00 | 0.30055 <u>0.10120</u> 0.40175 |
| Rosemead Development, Ltd. (Successor to Thompson, Earl W.) | 1.00 | 0.00051 |
| Rurban Homes Mutual Water Company | 217.76 | 0.11018 |
| Ruth, Roy | 0.75 | 0.00038 |
| San Dimas-La Verne Recreational Facilities Authority (Successor to Lang, Frank) (Transferred to Kirklen, Dawn L. and William R.) | 0 | 0 |
| San Gabriel Country Club | 286.10 | 0.14476 |
| San Gabriel County Water District | 4,250.00 | 2.15044 |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------|
| San Gabriel Valley Municipal Water District | 0 | 0 |
| San Gabriel Valley Water Company | 16,659.00 | 8.42920 |
| (Successor to: Vallecito Water Co. | 2,867.00 | 1.45066 |
| No. 17 Walnut Place Mutual Water Co.) | <u>21.50</u> | <u>0.01088</u> |
| | 19,547.50 | 9.89074 |
| Sawpit Farms, Limited (Transferred to: Eckis, Rollin Doyle and Madruga) | 0 | 0 |
| Schneiderman, Alan (See Birenbaum, Max) | - | - |
| Schneiderman, Lydia (See Birenbaum, Max) | - | - |
| Security Pacific National Bank, Co-Trustee for the Estate of Winston F. Stody (See Stody, Virginia A.) (Transferred to City of Whittier) | 0 | 0 |
| Sierra Madre, City of | 0 | 0 |
| Sloan Ranches | 129.60 | 0.06558 |
| Smith, Charles | 0 | 0 |
| Snyder, Harry (See Covell, et al) | - | - |
| Sonoco Products Company | 311.60 | 0.15766 |
| South Covina Water Service | 992.30 | 0.50209 |
| Southern California Edison Company (Successor to: Associated Southern Investment Company) | 155.25 | 0.07855 |
| | <u>16.50</u> | <u>0.00835</u> |
| | 171.75 | 0.08690 |
| Southern California Water Company, San Gabriel Valley District | 5,773.00 | 2.92105 |
| South Pasadena, City of | 3,567.70 | 1.80520 |
| Southwest Suburban Water (See Suburban Water Systems) | - | - |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------|
| U. S. Pipe & Foundry Company (Formerly United Concrete Pipe Corporation) | 376.00 | 0.19025 |
| Valencia Heights Water Company | 861.00 | 0.43565 |
| Valencia Valley Water Company (Transferred to Suburban Water Systems) | 0 | 0 |
| Vallecito Water Company (Transferred to San Gabriel Valley Water Company) | 0 | 0 |
| Valley County Water District (Formerly Baldwin Park County Water District) (Successor to Park Water Company) | 5,775.00 <u>184.01</u> 5,959.01 | 2.92206 <u>0.09311</u> 3.01517 |
| Valley Crating Company | 0 | 0 |
| Valley View Mutual Water Company | 616.00 | 0.31169 |
| Via, H. (See Via, H., Trust of) | - | - |
| Via, H., Trust of (Formerly Via, H.) | 46.20 | 0.02338 |
| Victoria Mutual Water Company (Transferred to Suburban Water Systems) | 0 | 0 |
| Wade, R. (Transferred to Lloyd F. Hunter) | 0 | 0 |
| Ward Duck Company | 1,217.40 | 0.61599 |
| Warren, Clyde (See Fisher, Russell) | - | - |
| W. E. Hall Company | 0.20 | 0.00010 |
| White, June G., Trustee of the June G. White Share of the Garnier Trust (Successor to Denton, Kathryn W., Trustee for the San Jose Ranch Company) | 185.50 | 0.09386 |

| <u>Pumper</u> | <u>Prescriptive Pumping Right Acre-feet</u> | <u>Pumper's Share %</u> |
|---------------------------------------------------|-----------------------------------------------------|---------------------------------|
| Whittier, City of | 7,620.23 | 3.85572 |
| (Successor to: | | |
| Grizzle, Lissa B. | 184.00 | 0.09310 |
| Pacific Rock and Gravel Co.) | 208.00 | 0.10524 |
| Security Pacific National Bank, | | |
| Co-Trustee for the Estate of Winston F. Stoody | 38.70 | 0.01958 |
| El Monte Union High School District | 16.20 | 0.00820 |
| Gifford, Brooks, Jr. | 198.25 | 0.10031 |
| Birenbaum, Max) | <u>6.00</u> | <u>0.00304</u> |
| | 8,271.38 | 4.18519 |
| Wigodsky, Bernard | | |
| (See Birenbaum, Max) | - | - |
| Wigodsky, Estera | | |
| (See Birenbaum, Max) | - | - |
| Wilmott, Erma M. | | |
| (Formerly Comby, Erma M.) | 0.75 | 0.00038 |
| Wilson, Harold R. | | |
| (See Grizzle, Lissa B.) | - | - |
|) Wilson, Sarah C. | | |
| (See Grizzle, Lissa B.) | - | - |
| Woodland, Frederick G. | - | - |
| Woodland, Richard | | |
| (Successor to: Bahnsen and Beckman Ind., Inc.) | <u>840.50</u> | <u>0.42528</u> |
| Totals for Exhibit "D" | <u>155,800.68</u> | <u>78.83276</u> |
| Totals from Exhibit "E" | <u>41,833.75</u> | <u>21.16724</u> |
| | 38,026.25 | 19.54431 |
| GRAND TOTALS | <u>197,634.43</u> | <u>100.00000</u> |

TABLE
SHOWING PRODUCTION RIGHTS
OF EACH
INTEGRATED PRODUCER
AS OF JUNE 1988

| <u>Party</u> | <u>Diversion Component Acre-feet</u> | <u>Prescriptive Pumping Component Acre-feet</u> | <u>Pumping Component Share Percent (%)</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------|
| Azusa Agricultural Water Company | 1,000.00 | 1,732.20 | 0.87647 |
| Azusa Foot-Hill Citrus Water Company (Transferred to Monrovia Nursery Company) | 0 | 0 | 0 |
| Azusa Valley Water Company | 2,422.00 | 8,274.00 | 4.18652 |
| California-American Water Company (Duarte System) | 1,672.00 | 3,649.00 | 1.84634 |
| California Cities Water Company (See Southern California Water Company, San Dimas District) | - | - | - |
| Covina Irrigating Company (Successor to: City of Covina, City of Covina, and Taylor Herb Garden) | 2,514.00 | 4,140.00 1,734.00 300.00 6.00 <u>6,180.00</u> | 2.09478 0.87737 0.15179 0.00304 <u>3.12698</u> |
| Glendora, City of (Successor to: Maechtlen, Estate of J. J., Maechtlen, Trust of P. A., Ruebhausen, Arline, and Glendora Unified High School District) | 17.00 18.34 <u>35.34</u> | 8,258.00 150.00 50.00 <u>9.00</u> 8,557.00 | 4.17842 0.07590 0.02530 <u>0.05009</u> 4.32971 |
| Los Angeles, County of | 310.00 | 3,721.30 | 1.88292 |
| Maechtlen, Estate of J. J. (Transferred to: City of Glendora Miller Brewing Company) | 0 <u>0</u> | 301.50 -150.00 -151.50 <u>0</u> | 0.15256 -0.07590 -0.07666 <u>0</u> |

| <u>Party</u> | <u>Diversion Componet Acre-feet</u> | <u>Prescriptive Pumping Component Acre-feet</u> | <u>Pumping Component Share %</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------------------------|-------------------------------------------------|
| Maechtlen, Estate of J. J. | 1.49 | 0 | 0 |
| Maechtlen, Trust of P. A. (Transferred to: City of Glendora Alice B. Phillips, et al) | 0.50 <u>-0.50</u> 0 | 100.50 -50.00 <u>-50.50</u> 0 | 0.05085 -0.02530 <u>-0.02555</u> 0 |
| The Metropolitan Water District of Southern California | 9.59 | 165.00 | 0.08349 |
| Monrovia, City of (Successor to: Eckis, Rollin City of Arcadia) | 1,098.00 <u>1,098.00</u> | 5,042.22 123.00 <u>951.00</u> 6,116.22 | 2.55129 0.06224 <u>0.48119</u> 3.09472 |
| Monrovia, Nursery Company (Successor to: Azusa Foot-Hill Citrus Co.) | 239.50 718.50 | 0 0 | 0 0 |
| Phillips, Alice B., et al (Successor to: Maechtlen, Trust of P. A.) (Transferred to: Miller Brewing Company) | 0.50 <u>0.50</u> | 50.50 <u>-50.00</u> 0.50 | 0.02530 <u>-0.02530</u> 0.00025 |
| Southern California Water Company (San Dimas Dist.) (Formerly California Cities Water Company) (Successor to: Namimatsu Farms) | 500.00 <u>500.00</u> | 3,242.53 <u>196.00</u> 3,438.53 | 1.64076 <u>0.09917</u> 1.73984 |
| TOTAL for Exhibit "E" | <u>10,520.92</u> | <u>41,833.75</u> | <u>21.16724</u> |

Exhibit "F"

TABLE SHOWING
SPECIAL CATAGORY RIGHTS

| <u>PARTY</u> | <u>Nature of Right</u> |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Metropolitan Water District of Southern California | <u>Morris Reservoir Storage and Withdrawal</u> (a) A right to divert, store and use San Gabriel River Water, pursuant to Permit No. 7174. (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. |
| Los Angeles County Flood Control District (Now Los Angeles County Department of Public Works) | <u>Puddingstone Reservoir</u> Prior Prescriptive 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. |

TABLE SHOWING
NON-CONSUMPTIVE USERS

| <u>Party</u> | <u>Nature of Right</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Covina Irrigating Company Azusa Valley Water Company Azusa Agricultural Water Co. Azusa Foot-Hill Citrus Co. Monrovia Nursery Company | <u>"Committee-of-Nine" Spreading Right</u> 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 "E". |
| California-American Water Company (Duarte System) | <u>Spreading Right</u> 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 "E". |
| City of Glendora | <u>Spreading Right</u> 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 "E". |
| San Gabriel Valley Protective Association | <u>Spreading Right</u> To continue to spread San Gabriel River water pursuant to License Nos. 9991 and 12,209, without the right to recapture said water. |
| California Cities Water Company | <u>Spreading Right</u> 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 "E". |
| Los Angeles County Flood Control District | <u>Temporary storage</u> of storm flow for regulatory purposes; <u>Spreading</u> and conservation for general benefit in streambeds, reservoirs and spreading grounds without the right to recapture said water. <u>Maintenance and operation</u> of dams and other flood control works. |

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.

(f) San Gabriel Basin Case. Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al., L. A. Sup. Ct. No. 924128, filed January 2, 1968.

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"

"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"

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

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"

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.

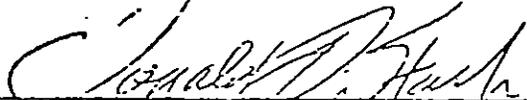
c. Purchase of Reclaimed Water. To the extent that Puente Agency or Walnut District or Rowland District may hereafter purchase reclaimed water from the facilities of Sanitation District 21 of Los Angeles County, such purchaser shall use its best efforts to obtain waters originating within San Gabriel 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 satisfaction 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.

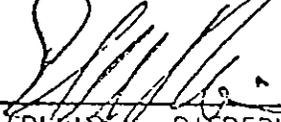
Exhibit "J"

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and date first above written.

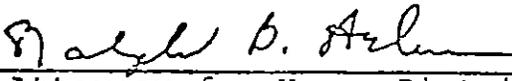
Approved as to form:
CLAYSON, STARK, ROTHROCK & MANN

By 
Attorneys for Puente Agency

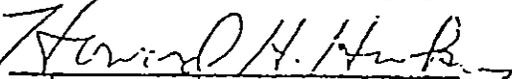
PUENTE BASIN AGENCY

By 
EDMUND M. BIEDERMAN
President

Approved as to form:

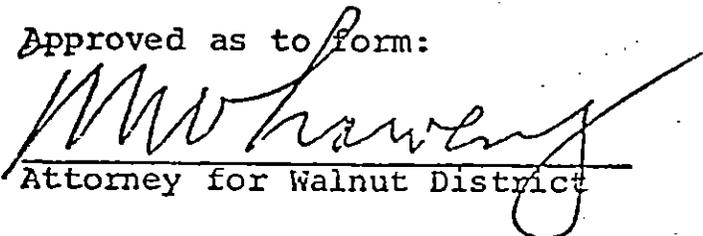
By 
Attorney for Upper District

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

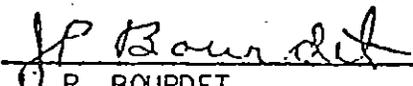
By 
Howard H. Hawkins
President

The foregoing agreement is approved and accepted, and the same is acknowledged as the joint and several obligation of the undersigned.

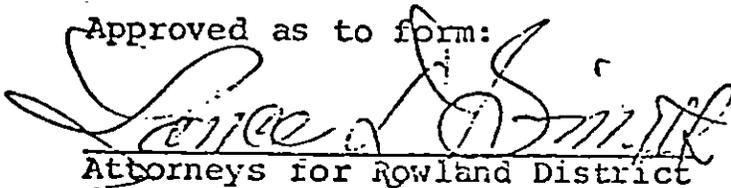
Approved as to form:


Attorney for Walnut District

WALNUT VALLEY WATER DISTRICT

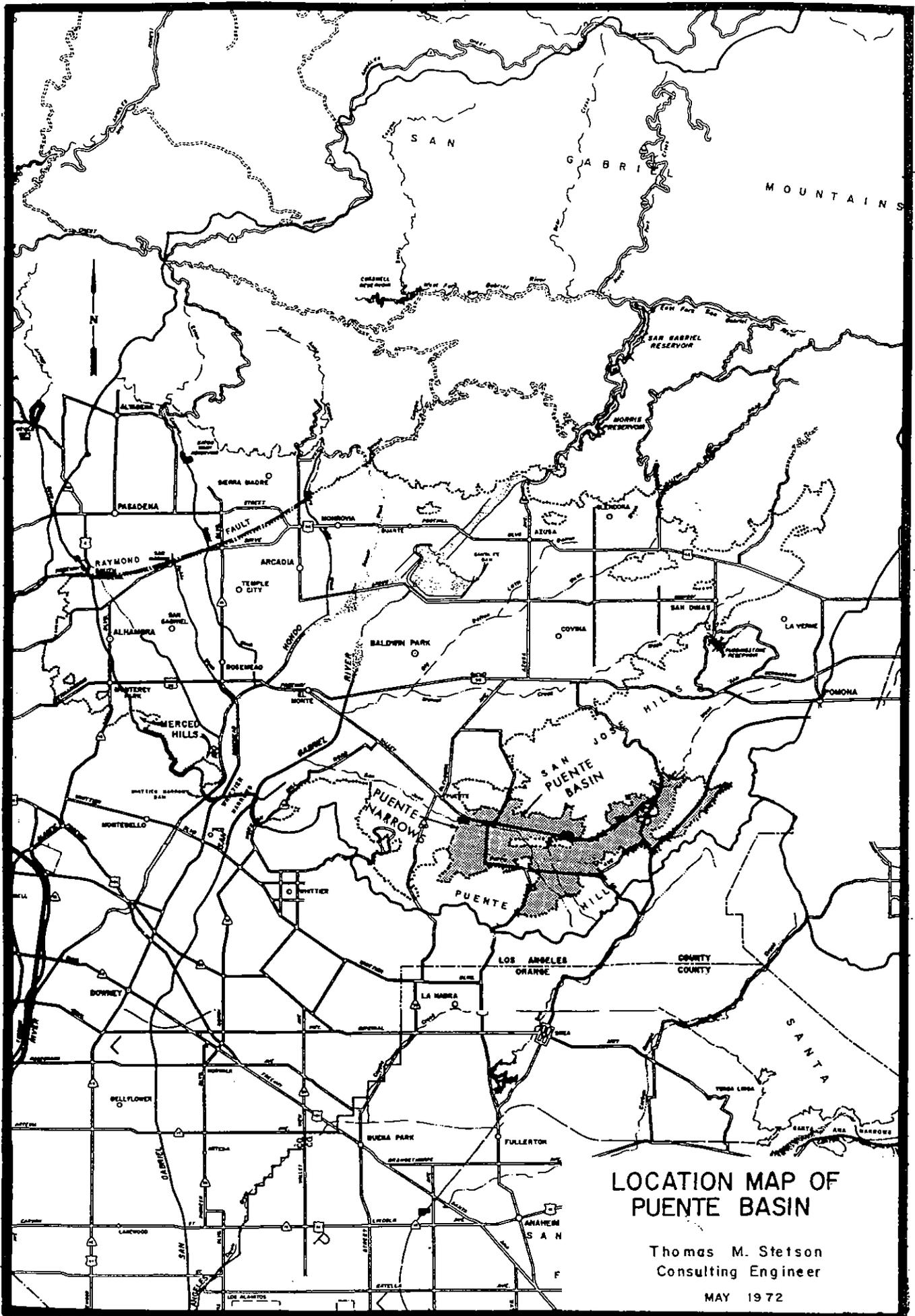
By 
J. P. BOURDET
Vice President

Approved as to form:


Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

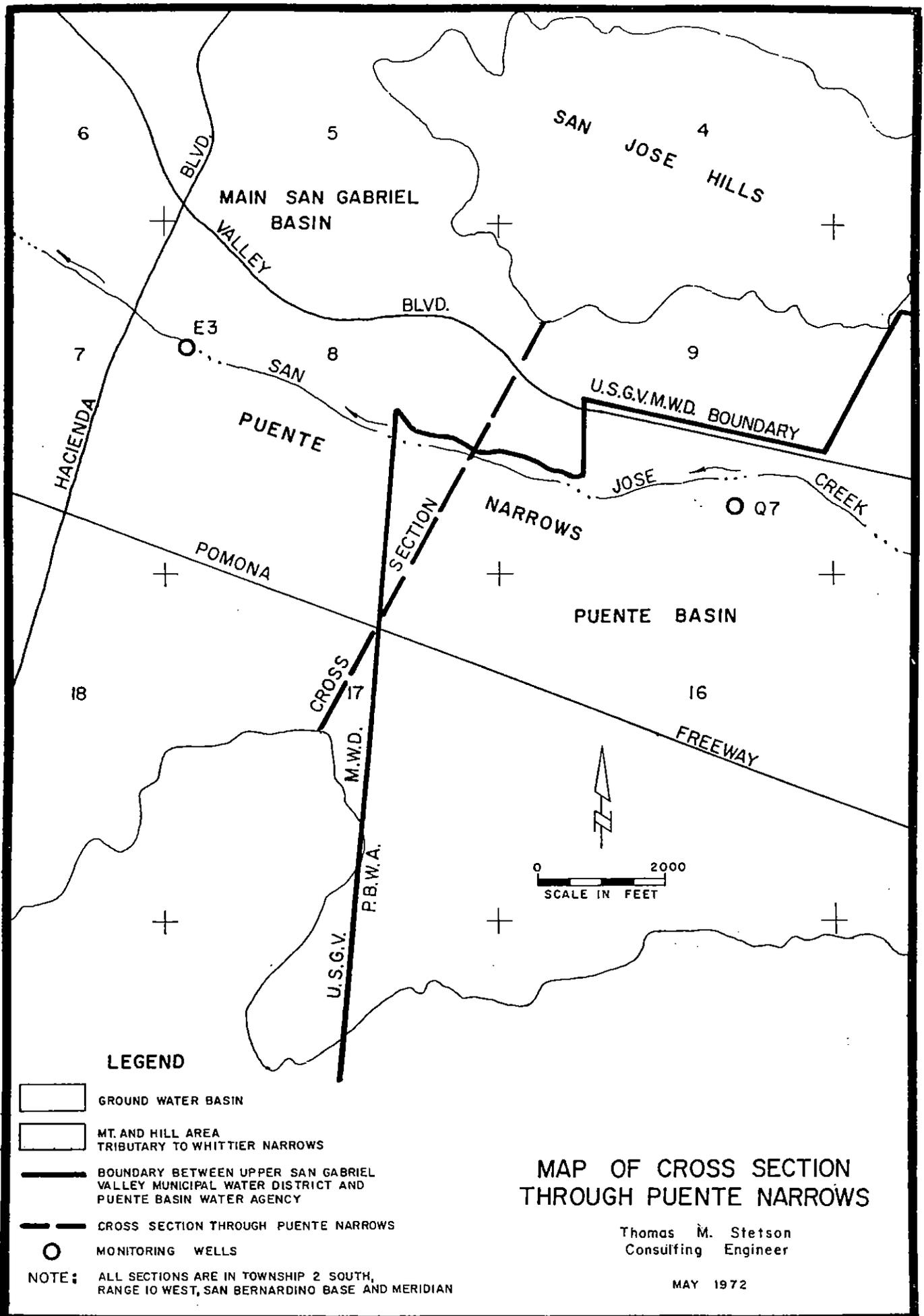
By 
W. A. Simons
President



**LOCATION MAP OF
PUENTE BASIN**

Thomas M. Stetson
Consulting Engineer

MAY 1972



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

MAP OF CROSS SECTION THROUGH PUENTE NARROWS

Thomas M. Stetson
Consulting Engineer

MAY 1972

ENGINEERING CRITERIA

APPENDIX "C"

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"

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.

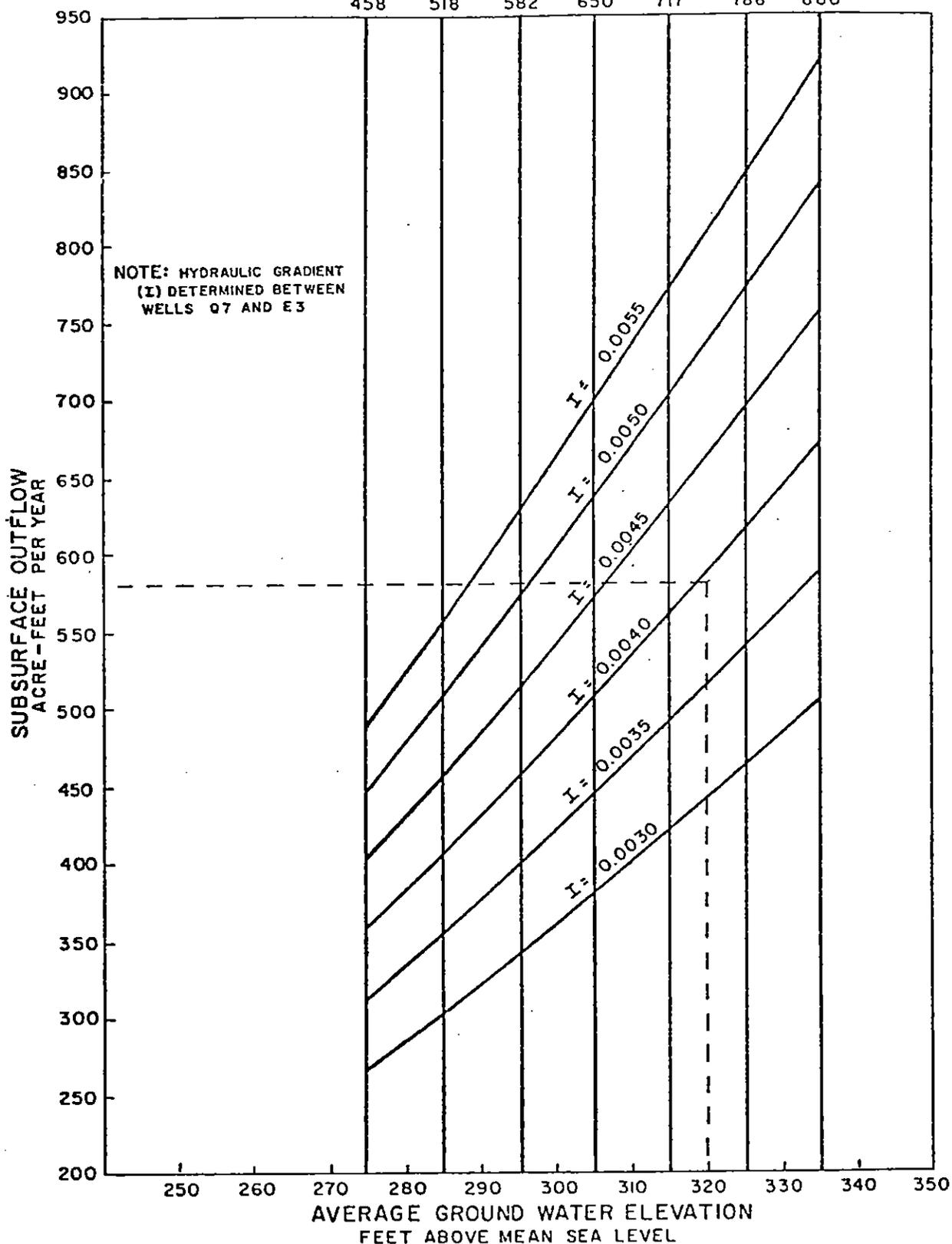
5. Determination of Underflow. The chart attached is a photo-reduction of a full scale chart on file with the Watermaster. By applying the appropriate average annual hydraulic gradient (I) to the average annual ground water elevation at the Puente Narrows cross section (involving the appropriate cross-sectional area [A]), it is possible to read on the vertical scale the annual acre feet of underflow.

APPENDIX "C"

Exhibit "J"

CROSS-SECTIONAL AREA
THOUSANDS OF SQUARE FEET

458 518 582 650 717 786 860



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:

| <u>OWNER PRODUCERS</u> | <u>CONSUMPTIVE USE PORTION</u> |
|-------------------------------------------------------------------------------------------------|--------------------------------|
| BROOKS GIFFORD, SR. BROOKS GIFFORD, JR. PAUL MNOIAN JOHN MGRDICHIAN J. EARL GARRETT | 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 | 45.6 acre-feet per year |
| B. PRE-STRESS CRANE RIGGING & TRUCK CO., INC., a corporation | <u>1.0</u> 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 "L"

LIST OF PRODUCERS AND THEIR DESIGNEES
June, 1989

| <u>Producer Name</u> | <u>Designee</u> |
|--------------------------------------------------------------------------------------|------------------------|
| <u>A</u> | |
| Adams Ranch Mutual Water Company | Goji Iwakiri |
| Alhambra, City of | T. E. Shollenberger |
| Amarillo Mutual Water Company | Ester Guadagnolo |
| Anderson, Ray | Ray Anderson |
| Andrade, Macario, et al. | Macario R. Andrade |
| Arcadia, City of | Eldon Davidson |
| AZ-Two, Inc. | R. S. Chamberlain |
| Azusa, City of | William H. Redcay |
| Azusa Ag. Water Company | Robert E. Talley |
| Azusa Valley Water Company | Edward Heck |
| <u>B</u> | |
| Baldwin Park County Water District (See Valley County Water District) | - |
| Banks, Gale C. | Gale C. Banks |
| Base Line Water Company | Everett W. Hughes, Jr. |
| Beverly Acres Mutual Water User's Assn. (Formerly Beverly Acres Mutual Water Co.) | Eloise A. Moore |
| Burbank Development Company | Darrell A. Wright |
| <u>C</u> | |
| Cadway, Inc. | P. Geoffrey Nunn |
| California-American Water Company (San Marino System) | Andrew A. Krueger |
| California-American Water Company (Duarte System) | Andrew A. Krueger |
| California Country Club | Henri F. Pellissier |
| California Domestic Water Company | P. Geoffrey Nunn |
| Cedar Avenue Mutual Water Company | Austin L. Knapp |

Exhibit "L"

| <u>Producer Name</u> | <u>Designee</u> |
|-----------------------------------|---------------------|
| Champion Mutual Water Company | Margaret Bauwens |
| Chevron, USA, Inc. | Ms. Margo Bart |
| Clayton Manufacturing Company | Don Jones |
| Conrock Company | Gene R. Block |
| Corcoran Brothers | Ray Corcoran |
| County Sanitation District No. 18 | Charles W. Curry |
| Covell, et al. | Darr Jobe |
| Covell, Ralph | Ralph Covell |
| Covina, City of | Wayne B. Dowdey |
| Covina Irrigating Company | William R. Temple |
| Crevolin, A. J. | A. J. Crevolin |
| Crown City Plating Company | N. G. Gardner |
| <u>D</u> | |
| Davidson Optronics, Inc. | James McBride |
| Dawes, Mary Kay | Mary Kay Dawes |
| Del Rio Mutual Water Company | Gonzalo Galindo |
| Driftwood Dairy | James E. Dolan |
| Dunning, George | George Dunning |
| <u>E</u> | |
| East Pasadena Water Company | Robert D. Mraz |
| El Monte, City of | Robert J. Pinniger |
| El Monte Cemetery Association | Linn E. Magoffin |
| <u>F</u> | |
| Faix, Ltd. | Henri F. Pellissier |
| <u>G</u> | |
| Glendora, City of | Arthur E. Cook |
| Green, Walter | Dr. Walter Green |
| <u>H</u> | |
| Hansen, Alice | Alice Hansen |

Exhibit "L"

| <u>Producer Name</u> | <u>Designee</u> |
|-------------------------------------------------------|------------------------|
| Hartley, David | David Hartley |
| Hemlock Mutual Water Company | Bud Selander |
| Hunter, Lloyd F. | Lloyd F. Hunter |
| <u>I</u> Industry Waterworks System, City of | Mary L. Jaureguy |
| <u>K</u> Kiyan Farm Kiyan, Hideo | Mrs. Hideo Kiyan |
| Kirklen Family Trust | Dawn Kirklen |
| Knight, Kathryn M. | William J. Knight |
| <u>L</u> Landeros, John | John Landeros |
| La Puente Valley County Water District | Mary L. Jaureguy |
| La Verne, City of | N. Kathleen Hamm |
| Livingston-Graham | Gary O. Tompkins |
| Los Angeles, County of | Robert L. Larson |
| Loucks, David | David Loucks |
| <u>M</u> Maddock, A. G. | Ranney Draper, Esq. |
| Maechtlen, Trust of J. J. | Jack F. Maechtlen |
| Maple Water Company, Inc. | Charles King |
| Martinez, Francis Mercy | Francis Mercy Martinez |
| Metropolitan Water District of Southern California | Fred Vendig, Esq. |
| Miller Brewing Company | Dennis B. Puffer |
| Mnoian, Paul, et al. | Mal Gatherer |
| Monrovia, City of | Robert K. Sandwick |
| Monrovia Nursery | Miles R. Rosedale |
| Monterey Park, City of | Nels Palm |

Exhibit "L"

| <u>Producer Name</u> | <u>Designee</u> |
|-----------------------------------------------------------|--------------------------|
| <u>N</u> | |
| Nick Tomovich & Sons | Nick Tomovich |
| <u>O</u> | |
| Owl Rock Products Company | Peter L. Chiu |
| <u>P</u> | |
| Phillips, Alice B., et al. | Jack F. Maechtlen |
| Pico County Water District | Robert P. Fuller |
| Polopolus, et al. | Christine Chronis |
| <u>R</u> | |
| Rados Brothers | Alexander S. Rados |
| Richwood Mutual Water Company | Bonnie Pool |
| Rincon Ditch Company | K. E. Nungesser |
| Rincon Irrigation Company | K. E. Nungesser |
| Rose Hills Memorial Park Association | Allan D. Smith |
| Rosemead Development, Ltd. | John W. Lloyd |
| Rurban Homes Mutual Water Company | George W. Bucey |
| Ruth, Roy | Roy Ruth |
| <u>S</u> | |
| San Dimas - La Verne Recreational Facilities Authority | R. F. Griszka |
| San Gabriel Country Club | Fran Wolfe |
| San Gabriel County Water District | Philip G. Crocker |
| San Gabriel Valley Municipal Water District | Bob Stallings |
| San Gabriel Valley Water Company | Robert H. Nicholson, Jr. |
| Sloan Ranches | Larry R. Sloan |
| Sonoco Products Company | Elaine Corboy |
| South Covina Water Service | Anton C. Garnier |
| Southern California Edison Company | S. R. Shermoen |

Exhibit "L"

| <u>Producer Name</u> | <u>Designee</u> |
|-------------------------------------------------------------------------------|---------------------------|
| Southern California Water Company -San Dimas District | J. F. Young |
| Southern California Water Company -San Gabriel Valley District | J. F. Young |
| South Pasadena, City of | John Bernardi |
| Southwestern Portland Cement Company | Dale W. Heineck |
| Standard Oil Company of California | John A. Wild |
| Sterling Mutual Water Company | Bennie L. Prowett |
| Suburban Water Systems | Anton C. Garnier |
| Sully-Miller Contracting Company | R. R. Munro |
| Sunny Slope Water Company | Michael J. Hart |
| <u>T</u> | |
| Taylor Herb Garden | Paul S. Taylor |
| Texaco, Inc. | E. O. Wakefield |
| Tyler Nursery | James K. Mitsumori, Esq. |
| <u>U</u> | |
| United Concrete Pipe Corporation | Doyle H. Wadley |
| United Rock Products Corporation | William S. Capps, Esq. |
| <u>V</u> | |
| Valencia Heights Water Company | Herman Weskamp |
| Valley County Water District (Formerly Baldwin Park County Water District) | Stanley D. Yarbrough |
| Valley View Mutual Water Company | Robert T. Navarre |
| Via, H., Trust of | Marverna Parton |
| <u>W</u> | |
| Ward Duck Company | Richard J. Woodland |
| W. E. Hall Company | Thomas S. Bunn, Jr., Esq. |
| White, June G., Trustee | June G. Lovelady |
| Whittier, City of | Neil Hudson |
| Wilmott, Erma M. | 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

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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

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Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1977

ROBERT T. BALCH (Producer Member), Chairman
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HARRY C. WILLS (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
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L. E. MOELLER (Producer Member)
R. H. NICHOLSON, JR. (Producer Member)
WILLIAM M. WHITESIDE (Public Member)

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ROBERT G. BERLIEN (Producer Member)
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TRAVIS L. MANNING (Public Member)
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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

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)
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STAFF

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Thomas M. Stetson, Engineer

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 B. 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.

1 proceeding from any other party.

2 DATED: December 29, 1972.

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4 Judge

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