

## Appendix K: Central Basin Adjudication Order

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1 LAGERLOF, SENEAL, DRESCHER & SWIFT  
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6  
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES  
10

11	CENTRAL AND WEST BASIN WATER	)	No. 786,656
12	REPLENISHMENT DISTRICT, etc.,	)	<u>SECOND AMENDED</u>
		)	<u>JUDGMENT</u>
13		)	
	Plaintiff,	)	
14		)	
	v.	)	(Declaring and establishing
15		)	water rights in Central Basin
16	CHARLES E. ADAMS, et al.,	)	and enjoining extractions
		)	therefrom in excess of
	Defendants.	)	specified quantities.)
17		)	
	<hr/>	)	
18	CITY OF LAKEWOOD, a municipal	)	
	corporation,	)	
19		)	
	Cross-Complainant,	)	
20		)	
	v.	)	
21	CHARLES E. ADAMS, et al.,	)	
		)	
	Cross-Defendants.	)	
22		)	
	<hr/>	)	

23 The above-entitled matter duly and regularly came on  
24 for trial in Department 73 of the above-entitled Court (having  
25 been transferred thereto from Department 75 by order of the  
26 presiding Judge), before the Honorable Edmund M. Moor, specially  
27 assigned Judge, on May 17, 1965, at 10:00 a.m. Plaintiff was  
28 represented by its attorneys BEWLEY, KNOOP, LASSLEBEN & WHELAN,

1 MARTIN E. WHELAN, JR., and EDWIN H. VAIL, JR., and cross-  
2 complainant was represented by its attorney JOHN S. TODD.  
3 Various defendants and cross-defendants were also represented at  
4 the trial. Evidence both oral and documentary was introduced.  
5 The trial continued from day to day on May 17, 18, 19, 20, 21 and  
6 24, 1965, at which time it was continued by order of Court for  
7 further trial on August 25, 1965, at 10:00 a.m. in Department 73  
8 of the above-entitled Court; whereupon, having then been  
9 transferred to Department 74, trial was resumed in Department 74  
10 on August 25, 1965, and then continued to August 27, 1965 at  
11 10:00 a.m. in the same Department. On the latter date, trial was  
12 concluded and the matter submitted. Findings of fact and conclu-  
13 sions of law have heretofore been signed and filed. Pursuant to  
14 the reserved and continuing jurisdiction of the court under the  
15 judgment herein, certain amendments to said judgment and  
16 temporary orders have heretofore been made and entered.  
17 Continuing jurisdiction of the court for this action is currently  
18 assigned to HON. FLORENCE T. PICKARD. Motion of Plaintiff herein  
19 for further amendments to the judgment, notice thereof and of the  
20 hearing thereon having been duly and regularly given to all  
21 parties, came on for hearing in Department 38 of the above-  
22 entitled court on MAY 6, 1991 at 8:45 a.m. before said HONORABLE  
23 PICKARD. Plaintiff was represented by its attorneys LAGERLOF,  
24 SENEAL, DRESCHER & SWIFT, by William F. Kruse. Various  
25 defendants were represented by counsel of record appearing on the  
26 Clerk's records. Hearing thereon was concluded on that date.  
27 The within "Second Amended Judgment" incorporates amendments and  
28 orders heretofore made to the extent presently operable and

1 amendments pursuant to said last mentioned motion. To the extent  
2 this Amended Judgment is a restatement of the judgment as  
3 heretofore amended, it is for convenience in incorporating all  
4 matters in one document, is not a readjudication of such matters  
5 and is not intended to reopen any such matters. As used  
6 hereinafter the word "judgment" shall include the original  
7 judgment as amended to date. In connection with the following  
8 judgment, the following terms, words, phrases and clauses are  
9 used by the Court with the following meanings:

10           "Administrative Year" means the water year until  
11 operation under the judgment is converted to a fiscal year  
12 pursuant to Paragraph 4, Part I, p. 53 hereof, whereupon it  
13 shall mean a fiscal year, including the initial 'short fiscal  
14 year' therein provided.

15           "Allowed Pumping Allocation" is that quantity in acre  
16 feet which the Court adjudges to be the maximum quantity which a  
17 party should be allowed to extract annually from Central Basin as  
18 set forth in Part I hereof, which constitutes 80% of such party's  
19 Total Water Right.

20           "Allowed Pumping Allocation for a particular Administra-  
21 tive year" and "Allowed Pumping Allocation in the following  
22 Administrative year" and similar clauses, mean the Allowed  
23 Pumping Allocation as increased in a particular Administrative  
24 year by any authorized carryovers pursuant to Part III, Subpart A  
25 of this judgment and as reduced by reason of any over-extractions  
26 in a previous Administrative year.

27           "Artificial Replenishment" is the replenishment of Central  
28 Basin achieved through the spreading of imported or reclaimed

1 water for percolation thereof into Central Basin by a govern-  
2 mental agency.

3 "Base Water Right" is the highest continuous extractions of  
4 water by a party from Central Basin for a beneficial use in any  
5 period of five consecutive years after the commencement of over-  
6 draft in Central Basin and prior to the commencement of this  
7 action, as to which there has been no cessation of use by that  
8 party during any subsequent period of five consecutive years. As  
9 employed in the above definition, the words "extractions of water  
10 by a party" and "cessation of use by that party" include such  
11 extractions and cessations by any predecessor or predecessors in  
12 interest.

13 "Calendar Year" is the twelve month period commencing  
14 January 1 of each year and ending December 31 of each year.

15 "Central Basin" is the underground water basin or reservoir  
16 underlying Central Basin Area, the exterior boundaries of which  
17 Central Basin are the same as the exterior boundaries of Central  
18 Basin Area.

19 "Central Basin Area" is the territory described in Appendix  
20 "1" to this judgment, and is a segment of the territory  
21 comprising Plaintiff District.

22 "Declared water emergency" shall mean a period commencing  
23 with the adoption of a resolution of the Board of Directors of  
24 the Central and West Basin Water Replenishment District declaring  
25 that conditions within the Central Basin relating to natural and  
26 imported supplies of water are such that, without implementation  
27 of the water emergency provisions of this Judgment, the water  
28 resources of the Central Basin risk degradation. In making such

1 | declaration, the Board of Directors shall consider any  
2 | information and requests provided by water producers, purveyors  
3 | and other affected entities and may, for that purpose, hold a  
4 | public hearing in advance of such declaration. A Declared Water  
5 | Emergency shall extend for one (1) year following such  
6 | resolution, unless sooner ended by similar resolution.

7 |       "Extraction", "extractions", "extracting", "extracted", and  
8 | other variations of the same noun and verb, mean pumping, taking,  
9 | diverting or withdrawing ground water by any manner or means  
10 | whatsoever from Central Basin.

11 |       "Fiscal Year" is the twelve (12) month period July 1 through  
12 | June 30 following.

13 |       "Imported Water" means water brought into Central Basin Area  
14 | from a non-tributary source by a party and any predecessors in  
15 | interest, either through purchase directly from The Metropolitan  
16 | Water District of Southern California or by direct purchase from  
17 | a member agency thereof, and additionally as to the Department of  
18 | Water and Power of the City of Los Angeles, water brought into  
19 | Central Basin Area by that party by means of the Owens River  
20 | Aqueduct.

21 |       "Imported Water Use Credit" is the annual amount, computed  
22 | on a calendar year basis, of imported water which any party and  
23 | any predecessors in interest, who have timely made the required  
24 | filings under Water Code Section 1005.1, have imported into  
25 | Central Basin Area in any calendar year and subsequent to July 9,  
26 | 1951, for beneficial use therein, but not exceeding the amount by  
27 | which that party and any predecessors in interest reduces his or  
28 | their extractions of ground water from Central Basin in that

1 calendar year from the level of his or their extractions in the  
2 preceding calendar year, or in any prior calendar year not  
3 earlier than the calendar year 1950, whichever is the greater.

4 "Natural Replenishment" means and includes all processes  
5 other than "Artificial Replenishment" by which water may become a  
6 part of the ground water supply of Central Basin.

7 "Natural Safe Yield" is the maximum quantity of ground  
8 water, not in excess of the long term average annual quantity of  
9 Natural Replenishment, which may be extracted annually from  
10 Central Basin without eventual depletion thereof or without  
11 otherwise causing eventual permanent damage to Central Basin as a  
12 source of ground water for beneficial use, said maximum quantity  
13 being determined without reference to Artificial Replenishment.

14 "Overdraft" is that condition of a ground water basin  
15 resulting from extractions in any given annual period or periods  
16 in excess of the long term average annual quantity of Natural  
17 Replenishment, or in excess of that quantity which may be  
18 extracted annually without otherwise causing eventual permanent  
19 damage to the basin.

20 "Party" means a party to this action. Whenever the  
21 term "party" is used in connection with a quantitative water  
22 right, or any quantitative right, privilege or obligation, or in  
23 connection with the assessment for the budget of the Watermaster,  
24 it shall be deemed to refer collectively to those parties to whom  
25 are attributed a Total Water Right in Part I of this judgment.

26 "Person" or "persons" include individuals, partner-  
27 ships, associations, governmental agencies and corporations, and  
28 any and all types of entities.

1           "Total Water Right" is the quantity arrived at in the  
2 same manner as in the computation of "Base Water Right", but  
3 including as if extracted in any particular year the Imported  
4 Water Use Credit, if any, to which a particular party may be  
5 entitled.

6           "Water" includes only non-saline water, which is that  
7 having less than 1,000 parts of chlorides to 1,000,000 parts of  
8 water.

9           "Water Year" is the 12-month period commencing Octo-  
10 ber 1 of each year and ending September 30th of the following  
11 year.

12           In those instances where any of the above-defined  
13 words, terms, phrases or clauses are utilized in the definition  
14 of any of the other above-defined words, terms, phrases and  
15 clauses, such use is with the same meaning as is above set forth.  
16

17           NOW THEREFORE, IT IS ORDERED, DECLARED, ADJUDGED AND  
18 DECREED WITH RESPECT TO THE ACTION AND CROSS-ACTION AS FOLLOWS:

19           I.   DECLARATION AND DETERMINATION OF WATER RIGHTS OF  
20 PARTIES; RESTRICTION ON THE EXERCISE THEREOF.<sup>1</sup>

21           1.   Determination of Rights of Parties.

22           (a) Each party, except defendants, The City of Los  
23 Angeles and Department of Water and Power of the City of Los  
24 Angeles, whose name is hereinafter set forth in the tabulation at  
25 the conclusion of Subpart 3 of Part 1, and after whose name there  
26

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27           <sup>1</sup>Headings in the judgment are for purposes of reference and  
28 the language of said headings do not constitute, other than for  
such purpose, a portion of this judgment.

1 appears under the column "Total Water Right" a figure other than  
2 "0", was the owner of and had the right to extract annually  
3 groundwater from Central Basin for beneficial use in the quantity  
4 set forth after that party's name under said column "Total Water  
5 Right" pursuant to the Judgment as originally entered herein.  
6 Attached hereto as Appendix "2" and by this reference made a part  
7 hereof as though fully set forth are the water rights of parties  
8 and successors in interest as they existed as of the close of the  
9 water year ending September 30, 1978 in accordance with the  
10 Watermaster Reports on file with this Court and the records of  
11 the Plaintiff. This tabulation does not take into account  
12 additions or subtractions from any Allowed Pumping Allocation of  
13 a producer for the 1978-79 water year, nor other adjustments not  
14 representing change in fee title to water rights, such as leases  
15 of water rights, nor does it include the names of lessees of  
16 landowners where the lessees are exercising the water rights.  
17 The exercise of all water rights is subject, however, to the  
18 provisions of this Judgment as hereinafter contained. All of  
19 said rights are of the same legal force and effect and are  
20 without priority with reference to each other. Each party whose  
21 name is hereinafter set forth in the tabulation set forth in  
22 Appendix "2" of this judgment, and after whose name there appears  
23 under the column "Total Water Right" the figure "0" owns no  
24 rights to extract any ground water from Central Basin, and has no  
25 right to extract any ground water from Central Basin.

26 (b) Defendant The City of Los Angeles is the owner of  
27 the right to extract fifteen thousand (15,000) acre feet per  
28 annum of ground water from Central Basin. Defendant Department

1 of Water and Power of the City of Los Angeles has no right to  
2 extract ground water from Central Basin except insofar as it has  
3 the right, power, duty or obligation on behalf of defendant The  
4 City of Los Angeles to exercise the water rights in Central Basin  
5 of defendant The City of Los Angeles. The exercise of said  
6 rights are subject, however, to the provisions of this judgment  
7 hereafter contained, including but not limited to, sharing with  
8 other parties in any subsequent decreases or increases in the  
9 quantity of extractions permitted from Central Basin, pursuant to  
10 continuing jurisdiction of the Court, on the basis that fifteen  
11 thousand (15,000) acre feet bears to the Allowed Pumping  
12 Allocations of the other parties.

13 (c) No party to this action is the owner of or has any  
14 right to extract ground water from Central Basin except as herein  
15 affirmatively determined.

16 2. Parties Enjoined as Regards Quantities of Extractions.

17 (a) Each party, other than The State of California and The  
18 City of Los Angeles and Department of Water and Power of The City  
19 of Los Angeles, is enjoined and restrained in any Administrative  
20 year commencing after the date this judgment becomes final from  
21 extracting from Central Basin any quantity of Water greater than  
22 the party's Allowed Pumping Allocation as hereinafter set forth  
23 next to the name of the party in the tabulation appearing in  
24 Appendix 2 at the end of this Judgment, subject to further  
25 provisions of this judgment. Subject to such further provisions,  
26 the officials, agents and employees of The State of California  
27 are enjoined and restrained in any such Administrative year from  
28 extracting from Central Basin collectively any quantity of water

1 greater than the Allowed Pumping Allocation of The State of  
2 California as hereinafter set forth next to the name of that  
3 party in the same tabulation. Each party adjudged and declared  
4 above not to be the owner of and not to have the right to extract  
5 ground water from Central Basin is enjoined and restrained in any  
6 Administrative year commencing after the date this judgment  
7 becomes final from extracting any ground water from Central  
8 Basin, except as may be hereinafter permitted to any such party  
9 under the Exchange Pool provisions of this judgment.

10 (b) Defendant The City of Los Angeles is enjoined and  
11 restrained in any Administrative year commencing after the date  
12 this judgment becomes final from extracting from Central Basin  
13 any quantity of water greater than fifteen thousand (15,000) acre  
14 feet, subject to further provisions of this judgment, including  
15 but not limited to, sharing with other parties in any subsequent  
16 decreases or increases in the quantity of extractions permitted  
17 from Central Basin by parties, pursuant to continuing  
18 jurisdiction of the Court, on the basis that fifteen thousand  
19 (15,000) acre feet bears to the Allowed Pumping Allocations of  
20 the other parties. Defendant Department of Water and Power of  
21 The City of Los Angeles is enjoined and restrained in any  
22 Administrative year commencing after the date this judgment  
23 becomes final from extracting from Central Basin any quantity of  
24 water other than such as it may extract on behalf of defendant  
25 The City of Los Angeles, and which extractions, along with any  
26 extractions by said City, shall not exceed that quantity  
27 permitted by this judgment to that City in any Administrative  
28 year. Whenever in this judgment the term "Allowed Pumping

1 Allocation" appears, it shall be deemed to mean as to defendant  
 2 The City of Los Angeles the quantity of fifteen thousand (15,000)  
 3 acre feet.

7	<u>Name</u> <sup>2</sup>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
8	J. P. Abbott, Inc.	21	17
9			
10	Charles E. Adams (Corty Van Dyke, tenant) (see additional listing below for Charles E. Adams)	8	6
11			
12	Charles E. Adams and Rhoda E. Adams	5	4
13			
14	Juan Aguayo and Salome Y. Aguayo	1	1
15			
16	Aguiar Dairy, Inc.	33	26
17			
18	Airfloor Company of California, Inc.	1	1
19			
20	J. N. Albers and Nellie Albers	98	78
21			
22	Jake J. Alewyn and Mrs. Jake J. Alewyn aka Normalie May Alewyn (see listing under name of Victor E. Gamboni)		
23			
24	Tom Alger and Hilda Alger	9	7
25			
26	Clarence M. Alvis and Doris M. Alvis	0	0
27			
28	American Brake Shoe Company	52	42

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<sup>2</sup>Parties and Rights as originally adjudicated

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	American Pipe and Construction Co.	188	150
4	Anaconda American Brass Company	0	0
5	Gerrit Anker (see listing under name of Agnes De Vries		
6			
7	Archdiocese of Los Angeles Education & Welfare Corporation	8	6
8			
9	George W. Armstrong and Ruth H. Armstrong (Armstrong Poultry Ranch, tenant)	28	22
10	Artesia Cemetery District	30	24
11	Artesia Milling Company (see listing under name of Dick Zuidervaart)		
12			
13	Artesia School District	51	41
14	Arthur Land Co., Inc.	13	10
15	Charles Arzouman and Neuart Arzouman	1	1
16			
17	Associated Southern Investment Company (William R. Morris, George V. Gutierrez and Mrs. Socorro Gutierrez, tenants and licensees)	16	13
18			
19	The Atchison, Topeka and Santa Fe Railway Co.	124	99
20			
21	Atkinson Brick Company	11	9
22	Arthur Atsma (see listing under name of Andrew De Voss)		
23			
24	B.F.S. Mutual Water Company	183	146
25	Henry Baar (see listing under name of Steve Stefani, Sr.)		
26			
27	Vernon E. Bacon (see listing under name of Southern California Edison Company)		
28			

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Adolph Bader and Gesine Bader (Fred Bader, tenant)	14	11
K. R. Bailey and Virginia R. Bailey	1	1
Dave Bajema (see listing under name of Peter Dotinga)		
Donald L. Baker and Patsy Ruth Baker	5	4
Allen Bakker	0	0
Sam Bangma and Ida Bangma	17	14
Bank of America National Trust and Savings Association, as Trustee of Trust created by Will of Tony V. Freitas, Deceased (Frank A. Gonsalves, tenant)	29	23
Emma Barbaria, as to undivided 1/2 interest; John Barbaria, Jr. and Lorraine Barbaria as to undivided 1/4 interest; and Frank Barbaria as to undivided 1/4 interest (John Barbaria & Sons Dairy, tenant)	27	22
Antonio B. Barcellos and Manuel B. Barcellos	12	10
John Barcelos and Guilhermina Barcelos	16	13
Sam Bartsma and Birdie Bartsma	34	27
Bateson's School of Horticulture, Inc. (see listing under name of John Brown Schools of California, Inc.)		
Bechard Mutual Water Corporation	4	4
Beck Tract Water Company, Inc.	29	23
Iver F. Becklund	1	1
Margaret E. Becklund	1	1
P. T. Beeghly (International Carbonic, Inc., tenant)	1	1
Doutzen Bekendam and Hank Bekendam	0	0
John Bekendam	0	0
Tillie Bekendam	0	0

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2	BELL GARDENS, CITY OF	2392.5	1914.0
3	Bell Trailer City (see listing under name of Bennett E. Simmons)	1	1
4	E. F. Bellenbaum and Marie P. Bellenbaum	32	26
5	Bellflower Christian School	243	194
6	Bellflower Home Garden Water Company	111	89
7	Bellflower Unified School District	2,109	1,687
8	Bellflower Water Company	11	9
9	Belmont Water Association	0	0
10	Tony Beltman	0	0
11	Berlu Water Company, Inc.	32	26
12	Jack R. Bettencourt and Bella Bettencourt	151	121
13	Bigby Townsite Water Co.		
14	Siegfried Binggeli and Trina L. Binggeli (see listing under name of Paul H. Lussman, Jr.)	0	0
15	Fred H. Bixby Ranch Company		
16	Delbert G. Black and Lennie O. Black as to undivided one-half; and Harley Lee, as to undivided one-half	40	32
17	Bloomfield School District	11	9
18	Adrian Boer and Julia Boer	5	4
19	Gerard Boere and Rosalyn Boer		
20	Henry Boer and Annie Boer (William Offinga & Son, including Sidney Offinga, tenants as to 33 acre feet of water right and 26 acre feet of allowed pumping allocation)	34 30	27 24
21	John Boere, Jr. and Mary J. Boere	30	24
22	John Boere, Sr. and Edna Boere (John Boere, Jr., tenant)	30	24
23	John Boere, Jr. (see also listing under name of Leonard A. Grenier)		
24			
25			
26			
27			
28			

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Frank Boersma and Angie Boersma	31	25
4	Gerrit Boersma and Jennie Boersma (George Boersma, tenant)	8	6
5	Jack Boersma	0	0
6	Sam Boersma and Berdina Boersma	42	34
7	Jan Bokma (see listing under name of August Vandenberg)		
8			
9	Jacob Bollema	0	0
10	James C. Boogerd (see listing under name of Jake Van Leeuwen, Jr.)		
11			
12	Bernard William Bootsma, Carrie Agnes Van Dam and Gladys Marie Romberg	12	10
13	Michel Bordato and Anna M. Bordato (Charlie Vander Kooi, tenant)	12	10
14			
15	John Borges and Mary Borges, aka Mrs. John Borges (Manuel B. Ourique, tenant)	14	11
16	Mary Borges, widow of Manuel Borges (Manuel Borges, Jr., tenant)	7	6
17			
18	Gerrit Bos and Margaret Bos	88	70
19	Jacob J. Bosma (see listing under name of Sieger Vierstra)		
20	Peter Bothof	6	5
21	William Bothof and Antonette Bothof	7	6
22	Frank Bouma and Myron D. Kolstad	3	3
23	Ted Bouma and Jeanette Bouma	21	17
24	Sam Bouman (Arie C. Van Leeuwen, tenant)	8	6
25	John Brown Schools of California, Inc. (Bateson's School of Horticulture, Inc., tenant)	2	2
26			
27	M. J. Brown, Jr. and Margaret Brown	0	0
28	Adrian Bulk and Alice Bulk	20	16

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Duke Buma and Martha Buma	8	6
4	Miles A. Burson and Rose Burson	7	6
5	Calavar Corporation (see listing under name of H R M Land Company)		
6	California Cotton Oil Corporation	101	81
7	California Portland Cement Company	0	0
8	California Rendering Company, Ltd.	149	119
9	California Water and Telephone Company	2,584	2,067
10	California Water Service Company (Base Water Right - 13,477)	14, 717	11,774
11	Candlewood Country Club	184	147
12	V. Capovilla and Mary Capovilla	0	0
13	Carmenita School District	9	7
14	Carson Estate Company	139	111
15	Paul Carver	0	0
16	Catalin Corporation of America	13	10
17	Center City Water Co.	86	69
18	Central Manufacturing District, Inc. (Louis Guglielmana and Richard Wigboly, tenants)	825	660
19	Century Center Mutual Water Association	317	254
20	Century City Mutual Water Company, Ltd.	62	50
21	Cerritos Junior College District	119	95
22	Cerritos Park Mutual Water Company	77	62
23	Challenge Cream & Butter Association	146	117
24	Chansall Mutual Water Company	101	81
25	Maynard W. Chapin, as Executor of the Estate of Hugh L. Chapin, deceased	36	29
26			
27			
28			

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Cherryvale Water Users' Association	14	11
Shigeru Chikami and Jack Chikami doing business as Chikami Bros. Farming (see also listing under name of Southern California Edison Company)	10	8
John Christoffels and Effie Christoffels	14	11
Citrus Grove Heights Water Company	277	222
City Farms Mutual Water Company No. 1	37	30
City Farms Mutual Water Company No. 2	15	12
City of Artesia	30	24
City of Bellflower	60	48
City of Compton	6,511	5,209
City of Downey	5,713	4,570
City of Huntington Park	4,788	3,830
City of Inglewood (Base Water Right - 629)	1,118	894
City of Lakewood	10,631	8,505
City of Long Beach (Base Water Right - 29,876)	33,538	26,830
City of Los Angeles (see paragraph 2 above of this Part I for water rights and restrictions on the exercise thereof of said defendant. See also such reference with respect to Department of Water and Power of the City of Los Angeles.)		
City of Lynwood	6,238	4,990
City of Montebello	260	208
City of Norwalk	613	490
City of Santa Fe Springs	505	404
City of Signal Hill	1,675	1,340

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	City of South Gate	9,942	7,954
4	City of Vernon	9,008	7,206
5	City of Whittier	776	621
6	Allan Clanton and Ina Clanton	80	64
7	Claretian Jr. Seminary (see listing under name of Dominguez Seminary)		
8			
9	Dr. Russell B. Clark (see listing under name of Research Building Corporation)		
10	Jacob Cloo and Grace Cloo	16	13
11	Clougherty Packing Company	80	64
12	Coast Packing Company	426	341
13	Coast Water Company	588	470
14	Joe A. Coelho, Jr. and Isabel Coelho	5	4
15	J. H. Coito, Jr.	0	0
16	John H. Coito and Guilhermina Coito (Zylstra Bros., a partnership consisting of Lammert Zylstra and William Zylstra, tenant)	17	14
17			
18	J. E. Collinsworth	15	12
19			
20	Compton Union High School District	48	38
21	Conservative Water Company (Base Water Right - 4,101)	133	3,306
22	Container Corporation of America	323	1,058
23	Nicholas C. Contoas and P. Basil Lambros (Vehicle Maintenance & Painting Corporation, tenant)	1	1
24			
25	Continental Can Company, Inc.	946	757
26	Contractors Asphalt Products Company, Inc.	16	13
27			
28	R. M. Contreras	8	6

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Copp Equipment Company, Inc. and Humphries Investments Incorporated	7	6
Mary Cordeiro and First Western Bank & Trust Company, as Trustee pursuant to last will and testament of Tony Cordeiro, deceased	46	37
Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints (Ray Mitchell, tenant)	39	31
Harry Lee Cotton and Doris L. Cotton	5	4
County of Los Angeles	737	590
County Water Company	280	224
Cowlitz Amusements, Inc. (La Mirada Drive-In Theater, tenant)	4	4
Pete Coy	28	22
Crest Holding Corporation	20	16
Katherine M. Culbertson	2	2
Orlyn L. Culp and Garnette Culp	21	17
Everett Curry and Marguerite Curry	2	2
D. V. Dairy (see listing under name of Frank C. Leal)		
Dairymen's Fertilizer Co-op, Inc.	1	1
Noble G. Daniels (see listing under name of Harold Marcroft)		
John A. Davis	0	0
Henry De Bie, Jr. and Jessie De Bie	17	14
Clifford S. Deeth	0	0
Ernest De Groot and Dorothy De Groot	81	65
Pete de Groot	15	12
Pier De Groot and Fay De Groot	21	17

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Martin De Hoog and Adriana De Hoog	12	10
Edward De Jager and Alice De Jager	37	30
Cornelius De Jong and Grace De Jong	13	10
Jake De Jong and Lena De Jong (Frank A. Gonsalves, tenant as to 8 acre-feet of water right)	21	17
William De Kriek (see listing under name of Gerrit Van Dam)		
Del Amo Dairy (see listing under name of Ed Haakma)		
Del Amo Estate Company	0	0
Joe De Marco and Concetta De Marco	1	1
Louis F. De Martini (see listing under name of Southern California Edison Company)		
Mary A. De Mello	16	13
John Den Hollander (see listing under name of James Dykstra)		
Department of Water and Power of The City of Los Angeles, by reason of charter provisions, has the management and control of water rights owned by the City of Los Angeles (see listing under name of City of Los Angeles)		
Ruth E. Dever (Orange County Nursery, Inc., tenant)	0	0
Andrew De Voss and Alice De Voss (Arthur De Voss and Arthur Atsma, tenants)	36	29
Agnes De Vries (Gerrit Anker, tenant)	16	13
Dick De Vries and Theresa De Vries	10	8
Gerrit De Vries and Claziena De Vries	18	14
Gerrit Deyager and Dena Deyager	0	0

1	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
2			
3	Lloyd W. Dinkelspiel, Jr. (see listing under name of Florence Hellman Ehrman)		
4			
5	District VII, Division of Highways of the State of California Department of Public Works (see listing under name of State of California)		
6			
7	Dominguez Estate Company	0	0
8	Dominguez Seminary and Claretian Jr. Seminary	111	89
9			
10	Dominguez Water Corporation	8,012	6,410
11	Peter Dotinga and Tena Dotinga (Dave Bajema, tenant)	9	7
12	Robert L. Dougherty	0	0
13	Downey Cemetery District	21	17
14	Downey Fertilizer Co. (see listing under name of Downey Land Company)		
15			
16	Downey Land Company (Downey Fertilizer Co., tenant)	101	81
17	Downey Valley Water Company	87	70
18	Jim Drost	0	0
19	James Dykstra and Dora Dykstra (John Den Hollander, tenant)	6	5
20			
21	John Dykstra and Wilma Dykstra	52	42
22	Cor Dyt and Andy Dyt	6	5
23	Eagle Picher Company	141	113
24			
25	Florence Hellman Ehrman; I. W. Hellman, Jr.; Frederick J. Hellman; Marco F. Hellman; Clarence E. Heller; Alfred Heller, Elizabeth Heller; Clarence E. Heller, Elinor R. Heller and Wells Fargo Bank, as co-executors of the Estate of Edward H. Heller, deceased; Lloyd W. Dinkelspiel, Jr., William H.		
26			
27			
28			

1	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
2			
3	Green and Wells Fargo Bank, as co-executors of the Estate of Lloyd W. Dinkelspiel, deceased; Wells Fargo Bank, as Trustee under the trust created by the Will of Florence H. Dinkelspiel, deceased. (Union Oil Company of California, Lessee as to 190 acre-feet of right and as to 152 acre-feet of allowed pumping allocation)	555	444
4			
5			
6			
7			
8	El Rancho Unified School District	69	55
9			
10	Berton Elson (see listing under name of D. P. Winslow)		
11	John H. Emoto and Shizuko Emoto	0	0
12			
13	Addie L. Enfield (see listing under name of James L. Stamps)		
14	John W. England and Consuello England (see listing under name of Jenkins Realty Mutual Water Co.)		
15			
16	Emma Engler (Morris Weiss, tenant)	10	8
17	Anthony F. Escobar and Eva M. Escobar (Henry Kampen, tenant)	14	11
18	Excelsior Union High School District	381	305
19	Kenneth A. Farris and Wanda Farris	1	1
20	Federal Ice and Cold Storage Company	92	74
21	Fred Fekkes (see listing under name of Steve Stefani, Sr.)		
22			
23	Julius Felsenthal and Mrs. Julius Felsenthal, aka Marga Felsenthal	1	1
24	Tony Fernandes (see listing under name of U. Stewart Jones)		
25			
26	Joe C. Ferreira and Carolina Ferreira (Joe C. Ferreira and Joe C. Ferreira, Jr., operators of well facility)	37	30
27			
28			

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Mary A. Ferreira (Joe Lucas, tenant)		
4	(see also listing under name of Jack Gonsalves)	1	1
5	John Feuz, Jr.	0	0
6	Fibreboard Paper Products Corporation	1,521	1,217
7	Abe Fien	0	0
8	Alfred Fikse, Jr. and Aggie Fikse	2	2
9	Henry Fikse and Jennie Fikse	4	4
10	Filtrol Corporation	570	456
11	The Firestone Tire & Rubber Co.	1,536	1,229
12	First Western Bank & Trust Co. (see listing under name of Mary Cordeiro)		
13	Clare Fisher	0	0
14			
15	Elizabeth Flesch, James Flesch, Margaret Flesch, Theodore Flesch, Ernest D. Roth and Eva Roth, doing business as Norwalk Mobile Lodge	18	14
16			
17	The Flintkote Company	2,567	2,054
18	Ford Motor Company	11	9
19	Robert G. Foreman (see listing under name of Lakewood Pipe Co.)		
20			
21	Guisseppi Franciosi and Alice Franciosi	2	2
22	Tony V. Freitas (see listing under name of Bank of America, etc.)		
23	S. Fujita	0	0
24	Jun Fukushima (see listing under name of Chige Kawaguchi)		
25			
26	Paul Fultheim and Helga Fultheim	5	4
27	Fumi Garden Farms, Inc. (see listing under name of Southern California Edison Company and also under name of George Yamamoto)		
28			

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Gabby Louise, Inc. (Arthur Gilbert & Associates, tenant)	58	46
4			
5	Victor E. Gamboni and Barbara H. Gamboni (Jake J. Alewyn and Mrs. Jake J. Alewyn, also known as Normalie May Alewyn, tenants as to 13 acre feet of water right and 10 acre feet of allowed pumping allocation)	27	22
6			
7			
8	Nick Gandolfo and Palmera Gandolfo	5	4
9			
10	Freddie A. Garrett and Vivian Marie Garrett	6	5
11			
12	Martha Gatz	15	12
13			
14	General Dynamics Corporation	675	540
15			
16	General Telephone Company of California	2	2
17			
18	Alfred Giacomi and Jennie Giacomi	58	46
19			
20	Arthur Gilbert & Associates (see listing under name of Gabby Louise Inc.)		
21			
22	Mary Godinho	0	0
23			
24	Pauline Godinho (Joe C. Godinho and John C. Godinho, Jr., doing business as Godinho Bros. Dairy, tenants)	31	25
25			
26	Harry N. Goedhart, Henry Otto Goedhart, Hilbrand John Goedhart, John Goedhart, Otto Goedhart, Jr., Peter Goedhart, and Helen Goedhart Van Eik (Paramount Farms, tenant)	21	17
27			
28	Reimer Goedhart	12	10
29			
30	Golden Wool Company	223	178
31			
32	Albert S. Gonsalves and Caroline D. Gonsalves	10	8
33			
34	Frank A. Gonsalves (see listing under name of Bank of America National Trust and Savings Association, etc.; and also under name of Jake De Jong)		

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Jack Gonsalves, Joe Lucas, Pete Koopmans, Manuel M. Souza, Sr., Manuel M. Souza, Jr., Frank M. Souza, Louie J. Souza, and Mary A. Ferreira	55	44
Jack Gonsalves and Mary Gonsalves	31	25
Joaquin Gonsalves and Elvira Gonsalves	27	22
Joe A. Gonsalves and Virginia Gonsalves	12	10
The B. F. Goodrich Company	519	415
The Goodyear Tire & Rubber Company	1,141	913
Eric Gorden and Hilde Gorden	2	2
Fern Ethyl Gordon as to an undivided 1/2 interest; Fay G. Tawzer and Lawrence R. Tawzer, as to an undivided 1/2 interest	17	14
Huntley L. Gordon (appearing by and through United California Bank, as Conservator of the Estate of Huntley L. Gordon)	41	33
Robert E. Gordon	5	4
Joe Gorzeman and Elsie Gorzeman	13	10
Florence M. Graham	7	6
Marie Granger	0	0
Great Western Malting Company	448	358
William H. Green (see listing under name of Florence Hellman Ehrman)		
Greene-Howard Petroleum Corporation (see listing under name of Hathaway Company)		
John H. Gremmius and Henry W. Gremmius dba Henry and John Gremmius	0	0
Leonard A. Grenier and Marie Louise Grenier (John Boere, Jr., tenant)	10	8
Florence Guerrero	2	2

1	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
2			
3	Louis Guglielmana (see listing under name of Central Manufacturing District, Inc.)		
4			
5	George V. Gutierrez and Mrs. Socorro Gutierrez (see listing under name of Associated Southern Investment Company)		
6			
7	Salvatore Gutierrez (see listing under name of Southern California Edison Company)		
8			
9	H. J. S. Mutual Water Co.	63	50
10	H R M Land company (Harron, Rickard & McCone Company of Southern California and Calavar Corporation, tenants)		
11		3	3
12	Gerrit Haagsma and Mary Haagsma	10	8
13	Ed Haakma and Sjana Haakma (Del Amo Dairy, tenant; Ed Haakma and Pete Vander Kooi, being partners of said Del Amo Dairy)		
14		28	22
15	Verney Haas and Adelyne Haas	4	4
16	William H. Hadley and Grace Hadley	4	4
17	Henry C. Haflinger and Emily Haflinger	10	8
18	Clarence Theodore Halburg	3	3
19	Fred Hambarian	2	2
20	Henry Hamstra and Nelly Hamstra	33	26
21	Raymond Hansen and Mary Hansen	12	10
22	Earl Haringa; Evert Veenendaal and Gertrude Veenendaal		
23		22	18
24	Antoine Harismendy and Claire Harismendy	0	0
25	Harron, Rickard & McCone Company of Southern California (see listing under name of H R M Land Company)		
26			
27	Jack D. Hastings	0	0
28	Kameko Hatanaka	9	7

1	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
2			
3	Kazuo Hatanaka (Minoru Yoshijima, tenant)	10	8
4	Masakazu Hatanaka, Isao Hatanaka, and Kenichi Hatanaka	5	4
5	Mrs. Motoye Hatanaka	0	0
6			
7	Hathaway Company, Richard F. Hathaway, Julian I. Hathaway, and J. Elwood Hathaway (Greene-Howard Petroleum Corporation, tenant utilizing less than 1 acre foot per year)	70	56
9			
10	Clarence E. Heller; Alfred Heller; Elizabeth Heller; Clarence E. Heller; Elinor R. Heller, as co-executors of the Estate of Edward H. Heller, deceased (see listing under name of Florence Hellman Ehrman)		
11			
12			
13	I. W. Hellman, Jr.; Frederick J. Hellman; Marco F. Hellman (see listing under name of Florence Hellman Ehrman)		
14			
15	Ralph Hicks	0	0
16	Alfred V. Highstreet and Evada V. Highstreet	10	8
17	John Highstreet and Eileen M. Highstreet	9	7
18			
19	Bob Hilarides and Maaike Hilarides (Frank Hilarides, tenant)	51	41
20	John Hilarides and Maria Hilarides	26	21
21	Hajime Hirashima (see listing under name of Masaru Uyeda)		
22			
23	Willis G. Hix	1	1
24	Henry H. Hoffman and Apolonia Hoffman	12	10
25	Dick Hofstra	0	0
26	Andrew V. Hohn and Mary G. Hohn	1	1
27	Kyle R. Holmes and Grace Ellen Holmes	20	16
28	Home Water Company	35	28

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Manuel L. Homen	17	14
4	Mrs. Paul Y. Homer (see listing under name of Mrs. Paul Y. Homer (King).)		
5	Cornelis Hoogland and Alice Hoogland	15	12
6	Art Hop, Jr.	0	0
7	Art Hop, Sr. and Johanna Hop (G. A. Van Beek, tenant)	5	4
8	Andrew Hop, Jr. and Muriel Hop	33	26
9	Theodore R. Houseman and Leona M. Houseman	14	11
10	Humphries Investments Incorporated (see listing under name of Copp Equipment Company, Inc.)		
11	Albert Huyg and Marie Huyg	22	18
12	Hygenic Dairy Farms, Inc.	0	0
13	Pete W. Idsinga and Annie Idsinga	13	10
14	Miss Alice M. Imbert	1	1
15	Industrial Asphalt of California, Inc.	116	93
16	Inglewood Park Cemetery Association	285	228
17	International Carbonic, Inc. (see listing under name of P. T. Beeghly)		
18	Jugora Ishii and Mumeno Ishii (Ishii Brothers, tenant)	10	8
19	Robert J. Jamison and Betty Jamison	7	6
20	Jenkins Realty Mutual Water Co. (Clyde H. Jenkins, Minnie R. Jenkins, Mary Wilcox, Ruby F. Marchbank, Robert B. Marchbank, John W. England, and Consuello England, shareholders)	10	8
21	John-Wade Co.	1	1
22	Henry S. Jones and Madelynne Jones	1	1
23			
24			
25			
26			
27			
28			

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
U. Stewart Jones and Dorothy E. Jones (Tony Fernandes, tenant)	1	1
Harold Jongsma and Mary N. Jongsma	65	52
W. P. Jordan (see listing under name of Henry Van Ruiten)		
Dave Jorritsma and Elizabeth Jorritsma	27	22
Christine Joseph (see listing under name of Helen Wolfsberger)		
Junior Water Co., Inc.	737	590
Kal Kan Foods, Inc.	120	96
Kalico, Inc.	4	4
Hagop Kalustian (11 acre feet of total water right attributable to well located at 6629 South Street, Lake- wood and reported to plaintiff under Producer No. 3925. 2 acre feet of total water right attributable to portion of property not sold to State of California formerly served by well located at 10755 Artesia Blvd., Artesia, the production of which well was reported to plaintiff under Producer No. 4030)	13	10
Fritz Kampen and Clare Kampen	14	11
William Kamstra and Bertha Kamstra	35	28
Henry Kampen (see listing under name of Anthony Escobar)		
L. Kauffman Company, Inc. (see listing under name of Lorraine K. Meyberg)		
Chige Kawaguchi and Masao Kawaguchi (Jun Fukushima, tenant)	4	4
King Kelley Marmalade Co. (see listing under name of Roberta M. Magnusson)		
Mrs. Paul Y. Homer (King)	17	14
Jacob R. Kimm and Bonnie Kimm	36	29

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Mrs. Oraan Kinne (Nicholaas J. Moons, tenant)	11	9
Morris P. Kirk & Son, Inc.	77	62
Jake Knevelbaard and Anna Knevelbaard	50	40
Willie Knevelbaard and Joreen Knevelbaard	1	1
Simon Knorringa	12	10
John Koetsier, Jr.	0	0
Myron D. Kolstad (see listing under name of Frank Bouma)		
Yoshio Kono and Barbara Kono (see listing under name of George Mimaki)		
Louis Koolhaas	13	10
Simon Koolhaas and Sophie Grace Koolhaas	9	7
Pete Koopmans (see listing under name of Jack Gonsalves)		
Nick P. Koot (see listing under name of Mary Myrndahl)		
Kotake, Inc. (Masao Kotake, Seigo Kotake, William Kotake, dba Kotake Bros., tenants)	83	66
Masao Kotake	0	0
Walter G. Kruse and Mrs. Walter G. Kruse, aka Vera M. Kruse	11	9
Laguna-Maywood Mutual Water Company No. 1	1,604	1,283
La Habra Heights Mutual Water Company	3,044	2,435
La Hacienda Water Company	46	37
Lakewood Pipe Co., a partnership composed of Robert G. Foreman, Frank W. Tybus and June E. Tybus (Lakewood Pipe Service Co., tenant)	12	10

1	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
2			
3	P. Basil Lambros (see listing under name of Nicholas C. Contreas)		
4			
5	La Mirada Drive-in Theater (see listing under name of Cowlitz Amusements, Inc.)		
6	La Mirada Water Company	0	0
7	Calvin E. Langston and Edith Langston	1	1
8	S. M. Lanting and Alice Lanting	15	12
9	Henry Lautenbach and Nellie H. Lautenbach	16	13
10	Norman Lautrup, as Executor of the Estate of Nels Lautrup, deceased; and Minnie Margaret Lautrup	30	24
11			
12	Frank C. Leal and Lois L. Leal (D. V. Dairy, tenant)	15	12
13			
14	Eugene O. LeChasseur and Lillian P. LeChasseur (R. A. LeChasseur, tenant)	2	2
15	Lee Deane Products, Inc.	0	0
16	Harley Lee (see listing under name of Delbert G. Black)		
17			
18	Le Fiell Manufacturing Company	0	0
19	Armand Lescoulie (see listing under name of Southern California Edison Company)		
20	Liberty Vegetable Oil Company	14	11
21	Little Lake Cemetery District	17	14
22	Little Lake School District	0	0
23	Loma Floral Company (see listing under name of George Mimaki)		
24			
25	Melvin L. Long and Stella M. Long	2	2
26	Nick J. Loogman (see listing under name of William Smoorenburg)		
27	Frank Lorenz (see listing under name of Ralph Oosten)		
28			

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Los Angeles County Waterworks District No. 1 (Base Water Right 22)	113	90
Los Angeles County Waterworks District No. 10	842	674
Los Angeles County Waterworks District No. 16	412	330
Los Angeles Paper Box and Board Mills	321	257
Los Angeles Union Stockyards Company	0	0
Los Nietos Tract 6192 Water Co.	49	39
Alden Lourenco (see listing under name of A. C. Pinheiro)		
Lowell Joint School District	0	0
Joe Lucas (see listings under names of Mary A. Ferreira and Jack Gonsalves)		
Luer Packing Co. (see listing under name of Sam Perricone)		
Jake J. Luetto (Orange County Nursery, Inc., tenant)	13	10
Lunday-Thagard Oil Co.	265	212
Joe Luond (Frieda Roethlisberger, tenant as to portion of rights)	7	6
John Luscher and Frieda Luscher	13	10
Paul H. Lussman, Jr. and Ann Lussman, Siegfried Binggeli and Trina L. Binggeli (Paul's Dairy, tenant)	8	6
Lynwood Gardens Mutual Water Company	205	164
Lynwood Park Mutual Water Company	278	222
Jerome D. Mack and Joyce Mack (see listing under name of D. S. Moss)		
Roberta M. Magnusson (King Kelly Marmalade Co., tenant)	15	12
Anthony Mancebo	0	0

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Robert B. Marchbank and Ruby F. Marchbank (see listing under name of Jenkins Realty Mutual Water Co.)		
Harold Marcroft and Marjorie Marcroft (Noble G. Daniels, tenant)	7	6
Floyd G. Marcusson (see listing under name of Sykes Realty Co.)		
Walter Marlowe and Edna Marlowe	1	1
Marshburn, Inc. (see listing under name of Mel, Inc.)		
The Martin Bros. Container & Timber Products Corp.	7	6
Mary Martin	35	28
Antonio Mathias and Mary Mathias	16	13
Mausoleum Park, Inc. and Sun Holding Corporation	4	4
Maywood Mutual Water Company No. 1	926	741
Maywood Mutual Water company No. 2	1,007	806
Maywood Mutual Water Company No. 3	1,407	1,126
Mel, Inc. (Marshburn, Inc., tenant)	67	54
G. Mellano	12	10
Wilbur Mellema and Mary Mellema (see listing under name of Elmo D. Murphy)		
Wilbur Mellema (see listing under name of Morris Weiss)		
Memorial Parks, Inc.	42	34
Lyman B. Merrick and Gladys L. Merrick	17	24
Metropolitan State Hospital of the State of California Department of Mental Hygiene (see listing under name of State of California)		
F. N. Metzger	0	0

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Lorraine K. Meyberg (L. Kauffman Company, Inc., tenant)	81	65
4	Midland Park Water trust	71	57
5	Midway Gardens Mutual Association	59	47
6	Harry C. Miersma and Dorothy L. Miersma	12	10
7	Henry Miersma and Susan M. Miersma	7	6
8	Willis L. Miller	0	0
9			
10	George Mimaki, Mitsuko Mimaki, Yoshio Kono and Barbara Kono (Loma Floral Company, tenant)	2	2
11			
12	Ray Mitchell (see listing under name of Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints; and also listing under name of Frank Ruggieri)		
13			
14			
15	Fumiko Mitsuuchi, aka Mary Mitsuuchi (Z. Van Spanje, tenant as to one acre foot)	14	11
16	Yoneichi Miyasaki	0	0
17	Glenn Miyoshi, Yosaku Miyoshi, Masayo Miyoshi, Haruo Miyoshi, and Masaru Miyoshi, dba Miyoshi Bros.	10	8
18			
19	Jean Mocho and Michel Plaa	11	9
20	Modern Imperial Company	71	57
21	Montebello Land and Water Company	1,990	1,592
22	Monterey Acres Mutual Water Company	128	102
23	Nicholaas J. Moons (see listing under name of Mrs. Oraan Kinne)		
24			
25	Alexander Moore and Betty L. Moore	16	13
26	Neal Moore	0	0
27	Alyce Mooschekian	0	0
28	Reuben Mooschekian	15	12

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1		
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<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Norris-Thermador Corporation	172	138
North Gate Gardens Water Co.	60	48
Norwalk-La Mirada City School District	360	288
Norwalk Mobile Lodge (see listing under name of Elizabeth Flesch)		
Mabel E. Nottingham (Leslie Nottingham, tenant)	25	20
William Offinga & Son, including Sidney Offinga (see listing under name of Henry Boer)		
Olive Lawn Memorial Park, Inc.	14	11
John Oord	0	0
Marinus Oosten and Anthonia Oosten	16	13
Ralph Oosten and Caroline Oosten (Frank Lorenz, tenant as to 13 acre feet of water right and 10 acre feet of allowed pumping allocation)	51	41
Orange County Nursery, Inc. (see also: listing under name of Ruth E. Dever; listing under name of Jake J. Luetto; and listing under name of Mary Ravera)	16	13
Orchard Dale County Water District (Base Water Right - 1,382)	1,384	1,107
Orchard Park Water Club, Inc.	50	40
Oriental Foods, Inc.	34	27
Orla Company (John D. Westra, tenant)	7	6
Viva Ormonde (see listing under name of Hank Van Dam)		
Pablo Oropeza and Aurelia G. Oropeza (Pablo Oropeza, Jr., tenant) (see also listing under name of Tarr and McComb Oil Company, Ltd.)		
John Osinga (Leo Nauta, tenant)	6	5

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Manuel B. Ourique (see listing under name of John Borges)		
4	Owl Constructors	20	16
5	Pacific Electric Railway Company (Gerrit Van Leeuwen of 15405 Shoemaker Road, Norwalk, tenant as to 11 acre feet of right and 9 acre feet of allowed pumping allocation)	15	12
6	Packers Mutual Water Company	43	34
7	Edward G. Paddison and Grace M. Paddison	17	14
8	Paramount Farms (see listing under name of Harry N. Goedhart)		
9	Paramount County Water District	2,967	2,374
10	Paramount Unified School District	58	46
11	Park Water Company	<del>24,592</del>	<del>19,674</del>
12	W. J. Parsonson	1.6 <del>2394.1</del>	<del>1915.3</del> 1.3
13	Rudolph Pasma and Frances C. Pasma	0	0
14	Rudolph Pasma and Frances C. Pasma	10	8
15	Paul's Dairy (see listing under name of Paul H. Lussman, Jr.)		
16	Mrs. La Verne Payton	1	1
17	Peerless Land & Water Co., Inc.	1,232	986
18	J. C. Pereira, Jr. and Ezaura Pereira	34	27
19	Sam Perricone and Louis Romoff (Luer Packing Co., tenant)	107	86
20	Peterson Manufacturing Co., Inc.	73	58
21	Phelps Dodge Copper Products Corporation	390	312
22	Pico County Water District	3,741	2,993
23	Piedmont Heights Water Club	7	6
24	Lucille C. Pimental (Richard Pimental and Pimental Dairy, tenants)	16	13
25			
26			
27			
28			

1	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
2			
3	Joe Pine (see listing under name of A. C. Pinheiro)		
4			
5	A. C. Pinheiro and Mary M. Pinheiro (Alden Lourenco, tenant as to 9 acre feet of water right and 7 acre feet of allowed pumping right; and Joe Pine, tenant as to 13 acre feet of water right and 10 acre feet of allowed pumping right)	128	102
8	Fred Pinto and Mary Pinto	5	4
9			
10	Frank Pires (see listing under name of Frank Simas)		
11	Tony C. Pires and Laura C. Pires	31	25
12	Michel Plaa (see listing under name of Jean Mocho)		
13			
14	Donald R. Plunkett	53	42
15	Pomering Tract Water Association	32	26
16	Clarence Pool	24	19
17	Garret Porte and Cecelia Porte	35	28
18	Veronica Postma	16	13
19	C. H. Powell	1	1
20	Powerine Oil Company	784	627
21	John Preem	0	0
22	Ralph Pylman and Ida Pylman	13	10
23	Quality Meat Packing Company	38	30
24	Ralphs Grocery Company	0	0
25	Arthur D. Ramsey and James A. Ramsey	5	4
26	Rancho Santa Gertrudes Mutual Water System	48	38
27	Mary Ravera (Orange County Nursery, Inc., tenant	39	31
28			

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Zelma Ravera	2	2
Rawlins Investment Corporation (Rockview Milk Farms, Inc., tenant)	66	53
Hal Rees	0	0
Reeves Tract Water Company	36	29
Clarence Reinalda	0	0
Reliance Dairy Farms	122	98
Research Building Corporation (Dr. Russell B. Clark, tenant)	11	9
Richfield Oil Corporation	71	57
Richland Farm Water Company	216	173
George Rietkerk and Cornelia Rietkerk	7	6
Rio Hondo Country Club (see listing under name of James L. Stamps)		
Erasmus Rios (see listing under name of Esther Salcido)		
Jesus Rios (see listing under name of Esther Salcido)		
Frank J. Rocha, Jr. and Elsie M. Rocha	13	10
Rockview Milk Farms, Inc. (see listing under name of Rawlins Investment Corporation)		
John Rodrigues, Emily S. Rodrigues, and John Rodrigues, Jr. (see also below)	5	4
John Rodrigues and John Rodrigues Jr.	1	1
Frieda Roethlisberger (see listing under name of Joe Luond)		
Patricia L. Davis Rogers, aka Patricia L. Davis	2	2
The Roman Catholic Archbishop of Los Angeles, a corporation sole	426	341

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1		
2		
3	Gladys Marie Romberg (see listing under name of Bernard William Bootsma)	
4	Alois M. Rombout	0 0
5	Louis Romoff (see listing under name of Sam Perricone)	
6	Elvira C. Rosales	3 3
7	Frank J. Ross	2 2
8	Ernest D. Roth and Eva Roth (see listing under name of Elizabeth Flesch)	
9	Ed Roukema	0 0
10	Herbert N. Royden	31 25
11	Ruchti Brothers	31 25
12	Frank Ruggieri and Vada Ruggieri (see additional listing below)	1 1
13	Frank Ruggieri and Vada Ruggieri; David Seldeen and Fay Seldeen (Ray Mitchell, tenant)	23 18
14	Thomas S. Ryan and Dorothy J. Ryan	19 15
15	Sam Rypkema and Tena Rypkema	8 6
16	St. John Bosco School	53 42
17	James H. Saito and Yoshino Saito	2 2
18	Esther Salcido and Jesus Rios (Erasmus Rios, tenant)	3 3
19	San Gabriel Valley Water Company	6,828 5,462
20	Joe Santana and Palmira Santana	10 8
21	Sasaki Bros. Ranch, Inc.	32 26
22	Sativa L. A. County Water District	592 474
23	Ben Schilder, Jr. and Anna Schilder	28 22
24	Carl Schmid and Olga Schmid	18 14
25		
26		
27		
28		

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Mrs. A. Schuur	0	0
John Schuurman and Isabel Schuurman (James Sieperda, tenant)	15	12
David Seldeen and Fay Seldeen (see listing under name of Frank Ruggieri)		
Maurice I. Sessler	8	6
Chris Shaffer and Celia I. Shaffer	8	6
Shayman & Wharram, a partnership, consisting of John W. Shayman and Francis O. Wharram	2	2
Shell Oil Company (see listing under name of Margaret F. Slusher)		
Shelter Superior Dairy (see listing under name of Otelia Nelson)		
Tadao Shiba and Harume Shiba, Susumu Shiba, and Mitsuko Shiba	7	6
Yahiko Shiozaki and Kiyoko Shiozaki; Ken Shiozaki and Grace Shiozaki	6	5
Shore-Plotkin Enterprises, Inc. (Shore-Calnevar, Inc., tenant)	0	0
J. E. Siemon	15	12
James Sieperda (see listing under name of John Schuurman)		
Sierra Restaurant Corporation	0	0
Frank Simas and Mabel Simas (Frank Pires, tenant)	11	9
Bennett E. Simmons and Alice Lorraine Simmons, George K. Simmons and Doris June Simmons (Bell Trailer City, tenant)	41	33
Margaret F. Slusher (Shell Oil Company, tenant)	7	6
Lester W. Smith and Donald E. Smith (Lester W. Smith Dairy, tenant)	20	16

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Wirt Smith	14	11
William Smoorenborg and Nick J. Loogman (Smoorenborg & Loogman, a partnership of William Smoorenborg and Nick J. Loogman, operating well facility)	21	17
Leo Snozzi and Sylvia Snozzi	52	42
Socony Mobil Oil Company, Inc.	172	138
Somerset Mutual Water Company	2,744	2,195
South Montebello Irrigation District	1,238	990
Southern California Edison Company (Vernon Bacon; Chikami Bros. Farming, consisting of Jack Chikami and Shigeru Chikami; Louis F. De Martini; Armand Lescoulie; C. D. Webster; Kenji Murata; Glenn F. Spiller and Jean H. Spiller; George Yamamoto and Alice Yamamoto, conducting business as Fumi Garden Farms, Inc.; and Salvatore Gutierrez, tenants and licenses)	816	653
Southern California Water Company	18,937	15,150
Southern Service Company, Ltd.	81	65
Henrietta Southfield	4	4
John Southfield	0	0
Southwest Water Company	2,895	2,316
Manuel M. Souza, Sr.; Manuel M. Souza, Jr.; Frank M. Souza and Louie J. Souza (see listing under name of Jack Gonsalves)		
Nelson Souza and Mary Souza	12	10
Glenn F. Spiller and Jean H. Spiller (see also listing under name of Southern California Edison company)	24	19
Farah Sprague	3	3

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Carl Teixeira and Evelyn Teixeira	11	9
4	George S. Teixeira and Laura L. Teixeira	17	14
5	Harm Te Velde and Zwaantina Te Velde	253	202
6	Theo Hamm Brewing Co.	150	120
7	Thirty-Three Forty-Five East Forty-Fifth Street, Inc.	17	14
8	O. T. Thompson and Drusilla Thompson	20	16
9			
10	Tract Number One Hundred and Eighty Water Company	1,526	1,221
11	Tract 349 Mutual Water Company	529	423
12	Fred Troost and Annie Troost	53	42
13	Frank W. Tybus and June E. Tybus (see listing under name of Lakewood Pipe Co.)		
14	Uehling Water Company, Inc.	846	677
15	Union Development Co., Inc.	12	10
16			
17	Union Oil Company of California (see listing under name of Florence Hellman Ehrman)		
18	Union Pacific Railroad Company	656	525
19	Union Packing Company	100	80
20			
21	United California Bank (see listing under name of Huntley L. Gordon)		
22	United Dairymen's Association	1	1
23	United States Gypsum Company	1,581	1,265
24	United States Rubber Company	820	656
25	United States Steel Corporation	176	141
26	Masaru Uyeda, Hajime Hirashima; and Tadashi Uyeda	12	10
27			
28	G. A. Van Beek (see listing under name of Art Hop, Sr.)		

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Bas Van Dam (see listing under name of Gertrude Van Dam)		
Carrie Agnes Van Dam (see listing under name of Bernard William Bootsma)		
Cornelius A. Van Dam and Florence Van Dam	24	19
Dick Van Dam, Jr.	0	0
Gerrit Van Dam and Grace Van Dam (William De Kriek, tenant)	13	10
Gertrude Van Dam (Bas Van Dam, tenant as to 29 acre feet of water right and 23 acre feet of allowed pumping right; and Henry Van Dam, tenant as to 19 acre feet of water right and 15 acre feet of allowed pumping right)	48	38
Hank Van Dam and Jessie Van Dam (Viva Ormonde, tenant)	22	18
Henry Van Dam (see listing under name of Gertrude Van Dam)		
Jacob Vandenberg and Anna Vandenberg (Pete Nauta, tenant)	8	6
August Vandenburg, Ben W. Vandenburg, and Andrew W. Vandenburg (Jan Bokma, tenant)	6	5
John Van Den Raadt	4	4
M. Vander Dussen and Aletta C. Vander Dussen	12	10
Sybrand Vander Dussen and Johanna Vander Dussen	23	18
Helen Goedhart Van Eik (see listing under name of Harry N. Goedhart)		
Cornelius Vander Eyk, aka Case Vander Eyk, and Nelly Vander Eyk, aka Nellie Vander Eyk	7	6
George Van Der Ham and Alice Van Der Ham	10	8

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Huibert Vander Ham and Henrietta Vander Ham	33	26
4			
5	Joe Vanderham and Cornelia Vanderham	13	10
6			
7	John Vanderham and Nell M. Vanderham	20	16
8			
9	Charlie Vander Kooi and Lena Mae Vander Kooi (see also listing under name of Michel Bordato)	13	10
10			
11	Pete Vander Kooi (see listing under name of Ed Haakma)		
12			
13	Bert Vander Laan and Stella Vander Laan	10	8
14			
15	Matt Vander Sys and Johanna Vander Sys	13	10
16			
17	Bill Vander Vegt and Henny Vander Vegt	18	14
18			
19	George Vander Vegt and Houjke Vander Vegt	12	10
20			
21	Harry J. Vander Wall and Marian E. Vander Wall	12	10
22			
23	Bert Vande Vegte and Lillian Vande Vegte	1	1
24			
25	Anthony Van Diest	0	0
26			
27	Jennie Van Diest, as to undivided 1/3 interest; Ernest Van Diest and Rena Van Diest, as to undivided 1/3 interest; and Cornelius Van Diest and Anna Van Diest, as to undivided 1/3 interest. (Van Diest Dairy, tenant)	20	16
28			
29	Katrena Van Diest and/or Margaret Van Diest	92	74
30			
31	Henry W. Van Dyk (see listing under name of Henrietta Veenendaal)		
32			
33	Wiechert Van Dyk and Jennie Van Dyk	13	10
34			
35	Corty Van Dyke (see listing under name of Charles E. Adams)		
36			
37	Sidney Van Dyke (see listing under name of Louis Struickman)		
38			

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>	
1			
2			
3	William Van Foeken	0	0
4	Jake Van Haaster and Gerarda Van Haaster	0	0
5	Arie C. Van Leeuwen (see listing under name of Sam Bouman)		
6	Gerrit Van Leeuwen of 15405 Shoemaker Road, Norwalk (see listing under name of Pacific Electric Railway Company)		
7			
8	Henry Van Leeuwen and Caroline P. Van Leeuwen; Gerrit Van Leeuwen of 5948 Lorelei Street, Bellflower, and Ellen Van Leeuwen	1	1
9			
10	Jake Van Leeuwen, Jr. and Cornelia J. Van Leeuwen (James C. Boogerd and Jake Van Leeuwen, Jr. dba Van Leeuwen & Boogerd, tenants)	9	7
11			
12	Anthony R. Van Loon (see listing under name of Henry Van Ruiten)		
13			
14	John Van Nierop and Lily E. Van Nierop	0	0
15			
16	Henry Van Ruiten and Mary A. Van Ruiten, as to undivided 1/2 interest; and Jake Van Ruiten and Jacoba Van Ruiten, as to undivided 1/2 interest (W. P. Jordan, Anthony R. Van Loon, and Jules Wesselink, tenants)	88	70
17			
18	Pete Van Ruiten and Mary Van Ruiten (for purposes of clarification, this Mary Van Ruiten is also known as Mrs. Pete Van Ruiten and is not the same individual as sued herein as Mary A. Van Ruiten, who is also known as Mrs. Henry G. Van Ruiten)	38	30
19			
20	Z. Van Spanje (see listing under name of Fumiko Mitsuuchi)		
21			
22	Evert Veenendaal and Gertrude Veenendaal (see listing under name of Earl Haringa)		
23			
24	Henrietta Veenendaal (Henry W. Van Dyk, tenant)	10	8
25			
26			
27			
28			

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Henry Veenendaal and Henrietta Veenendaal	8	6
4	Joe H. Veenendaal and Margie Veenendaal	34	27
5	John Veenendaal	0	0
6	Vehicle Maintenance & Painting Corporation (see listing under name of Nicholas		
7	C. Conteas)		
8	Salvador Velasco	16	13
9	Mike Veldhuis	0	0
10	Albert Veldhuizen and Helen Veldhuizen	23	18
11	Jack Verbree	0	0
12	Mrs. Klaasje Verburg (Leon Verburg to extent of interest under contract		
13	to purchase)	12	10
14	John C. Verhoeven and Sadie Verhoeven	25	20
15	Joseph C. Vierra and Caroline Vierra (Joseph C. Vierra and William J.		
16	Vierra, doing business as Vierra & Vierra, tenants)	13	10
17	Sieger Vierstra and Nellie G. Vierstra (Jacob J. Bosma, tenant)	12	10
18			
19	Virginia Country Club of Long Beach	340	272
20	Roy Visbeek	0	0
21	Louis Visser	9	7
22	Vista Hill Psychiatric Foundation	39	31
23	Louie Von Ah	0	0
24	Walnut Irrigation District	154	123
25	Walnut Park Mutual Water Co.	1,245	996
26	C. D. Webster (see also listing under name of	1	1
27	Southern California Edison Company)		
28			

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Morris Weiss and Bessie Weiss (Wilbur Mellema, tenant) (also see listings under names of Elmo D. Murphy and Emma Engler)	20	16
Wells Fargo Bank as Executor of Estate of Edward H. Heller, Deceased, and as Executor of Estate of Lloyd W. Dinkelspiel, Deceased, and as Trustee under Trust created by the Will of Florence H. Dinkelspiel, Deceased (see listing under name of Florence Hellman Ehrman)		
Jules Wesselink (see listing under name of Henry Van Ruiten)		
West Gateway Mutual Water Co.	105	84
Henry Westra and Hilda Westra	40	32
John D. Westra (see listing under name of Orla Company)		
Francis O. Wharram (see listing under name of Shayman & Wharram)		
Whittier Union High School District	125	100
Arend Z. Wier	14	11
H. Wiersema, aka Harm Wiersema and Pearl Wiersema	16	13
William Wiersma and Elbra Wiersma	7	6
Richard Wigboly (see listing under name of Central Manufacturing District, Inc.)		
Mary Wilcox (see listing under name of Jenkins Realty Mutual Water Co.)		
Ralph P. Williams and Mary Williams	14	11
Wilshire Oil Company of California	1,795	1,436
Melvin L. Wilson and Marie Wilson	1	1
D. P. Winslow and Dorothy C. Winslow (Berton Elson, tenant)	15	12

<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
Helene K. Winters	1	1
Fred E. Wiseman and Grayce Anna Wiseman	2	2
Helen Wolfsberger and Christine Joseph	2	2
Volney Womack	0	0
Cho Shee Woo (Hong Woo and Ngorn Seung Woo, as agents of property for Cho Shee Woo)	20	16
Gerrit Wybenga and Rena Wybenga	10	8
George Yamamoto and Alice Yamamoto, also known as Fumi Yamamoto (Fumi Garden Farms, Inc., tenant) (see also listing under name of Southern California Edison Company)	17	14
Paul N. Yokota and Miyo Yokota	4	4
Minoru Yoshijima (see listing under name of Kazuo Hatanaka)		
Frank Yoshioka	0	0
Maxine Young	3	3
Mrs. A. Zandvliet also known as Anna A. Zandvliet	8	6
Arnold Zeilstra and Nellie Zeilstra	6	5
George Zivelonghi and Antonio Zivelonghi	121	97
Dick Zuidervaart and Janna Zuidervaart (Artesia Milling Company, tenant)	1	1
Andy Zylstra	0	0
Zylstra Bros. a partnership consisting of Lammert Zylstra and William Zylstra (see listing under name of John H. Coito)		
John Zylstra and Leonard J. Zylstra, doing business as The Zylstra Dairy	22	18
Leonard Zylstra (not the same person as Leonard J. Zylstra)	0	0

1           4.    Transition in Administrative Year - Application.

2    "Year" and "Administrative Year" as used throughout this judgment  
3    shall mean the water year; provided that with the first fiscal  
4    year (July 1 - June 30) commencing at least four months after the  
5    "Amended Judgment" became final, and thereafter, said words shall  
6    mean the fiscal year. Since this will provide a transitional  
7    Administrative year of nine months, October 1 - June 30, ("short  
8    year" hereafter), notwithstanding the finding and determinations  
9    in the annual Watermaster report for the then last preceding  
10   water year, the Allowed Pumping Allocations of the parties and  
11   the quantity which Defendant City of Los Angeles is annually  
12   permitted to extract from Central Basin for said short year shall  
13   be based on three-quarters of the otherwise allowable quantity.  
14   During said short year, because of hardships that might otherwise  
15   result, any overextractions by a party shall be deemed pursuant  
16   to paragraph 2, Subpart B of Part III of this judgment (p. 61),  
17   and it shall be deemed that the Watermaster has made the  
18   determination of unreasonable hardship to which reference is  
19   therein made.

20           II.   APPOINTMENT OF WATERMASTER; WATERMASTER ADMINI-  
21   STRATION PROVISIONS. Department of Water Resources of the State  
22   of California is hereby appointed Watermaster, for an indefinite  
23   term, but subject to removal by the Court, to administer this  
24   judgment and shall have the following powers, duties and  
25   responsibilities:

26           1.    Duties, Powers and Responsibilities of Watermaster.

27    In order to assist the Court in the administration and enforce-  
28   ment of the provisions of this judgment and to keep the Court

1 fully advised in the premises, the Watermaster shall have the  
2 following duties, powers and responsibilities in addition to  
3 those before or hereafter provided in this judgment:

4 (a) Watermaster May Require Reports, Information and  
5 Records. To require of parties the furnishing of such reports,  
6 information and records as may be reasonably necessary to  
7 determine compliance or lack of compliance by any party with the  
8 provisions of this judgment.

9 (b) Requirement of Measuring Devices. To require all  
10 parties or any reasonable classification of parties owning or  
11 operating any facilities for the extraction of ground water from  
12 Central Basin to install and maintain at all times in good  
13 working order at such party's own expense, appropriate measuring  
14 devices at such times and as often as may be reasonable under the  
15 circumstances and to calibrate or test such devices.

16 (c) Inspections by Watermaster. To make inspections  
17 of ground water production facilities and measuring devices at  
18 such times and as often as may be reasonable under the circum-  
19 stances and to calibrate or test such devices.

20 (d) Annual Report. The Watermaster shall prepare,  
21 file with the Court and mail to each of the parties on or before  
22 the 15th day of the fourth month following the end of the  
23 preceding Administrative year, an annual report for such year,  
24 the scope of which shall include but not be limited to the  
25 following:

- 26 1. Ground Water Extractions
- 27 2. Exchange Pool Operation
- 28 3. Use of Imported Water

- 1 4. Violations of Judgment and Corrective Action Taken
- 2 5. Change of Ownership of Total Water Rights
- 3 6. Watermaster Administration Costs
- 4 7. Recommendations, if any.

5 (e) Annual Budget and Appeal Procedure in Relation  
6 Thereeto. The Watermaster shall annually prepare a tentative  
7 budget for each Administrative year stating the anticipated  
8 expense for administering the provisions of this judgment. The  
9 Watermaster shall mail a copy of said tentative budget to each of  
10 the parties hereto at least 60 days before the beginning of each  
11 Administrative year. For the first Administrative year of  
12 operation under this judgment, if the Watermaster is unable to  
13 meet the above time requirement, the Watermaster shall mail said  
14 copies as soon as possible. If any party hereto has any  
15 objection to said tentative budget, it shall present the same in  
16 writing to the Watermaster within 15 days after the date of  
17 mailing of said tentative budget by the Watermaster. If no  
18 objections are received within said period, the tentative budget  
19 shall become the final budget. If objections are received, the  
20 Watermaster shall, within 10 days thereafter, consider such  
21 objections, prepare a final budget and mail a copy thereof to  
22 each party hereto, together with a statement of the amount  
23 assessed to each party. Any party may apply to the Court within  
24 15 days after the mailing of such final budget for a revision  
25 thereof based on specific objections thereto. The parties hereto  
26 shall make the payments otherwise required of them to the  
27 Watermaster even though such a request for revision has been  
28 filed with the Court. Upon any revision by the Court the

1 Watermaster shall either remit to the parties their prorata  
2 portions of any reduction in the budget, or credit their accounts  
3 with respect to their budget assessments for the next ensuing  
4 Administrative year, as the Court shall direct.

5 The amount to be assessed to each party shall be  
6 determined as follows: If that portion of the final budget to be  
7 assessed to the parties is equal to or less than \$20.00 per party  
8 then the cost shall be equally apportioned among the parties. If  
9 that portion of the final budget to be assessed to parties is  
10 greater than \$20.00 per party then each party shall be assessed a  
11 minimum of \$20.00. The amount of revenue expected to be received  
12 through the foregoing minimum assessments shall be deducted from  
13 that portion of the final budget to be assessed to the parties  
14 and the balance shall be assessed to the parties having Allowed  
15 Pumping Allocations, such balance being divided among them  
16 proportionately in accordance with their respective Allowed  
17 Pumping Allocations.

18 Payment of the assessment provided for herein, subject  
19 to adjustment by the Court as provided, shall be made by each  
20 such party prior to beginning of the Administrative year to which  
21 the assessment relates, or within 40 days after the mailing of  
22 the tentative budget, whichever is later. If such payment by any  
23 party is not made on or before said date, the Watermaster shall  
24 add a penalty of 5% thereof to such party's statement. Payment  
25 required of any party hereunder may be enforced by execution  
26 issued out of the Court, or as may be provided by order herein-  
27 after made by the Court, or by other proceedings by the  
28 Watermaster or by any party hereto on the Watermaster's behalf.

1           Any money unexpended at the end of any Administrative  
2 year shall be applied to the budget of the next succeeding  
3 Administrative year.

4           Notwithstanding the above, no part of the budget of the  
5 Watermaster shall be assessed to the Plaintiff District or to any  
6 party who has not extracted water from Central Basin for a period  
7 of two successive Administrative years prior to the Administra-  
8 tive year in which the tentative budget should be mailed by the  
9 Watermaster under the provisions of this subparagraph (e).

10           (f) Rules.     The Watermaster may adopt and amend  
11 from time to time such rules as may be reasonably necessary to  
12 carry out its duties, powers and responsibilities under the  
13 provisions of this judgment. The rules shall be effective on  
14 such date after the mailing thereof to the parties as is  
15 specified by the Watermaster, but not sooner than 30 days after  
16 such mailing.

17           2. Use of Facilities and Data Collected by Other  
18 Governmental Agencies. The Watermaster is directed not to  
19 duplicate the collection of data relative to conditions of the  
20 Central Basin which is then being collected by one or more  
21 governmental agencies, but where necessary the Watermaster may  
22 collect supplemental data. Where it appears more economical to  
23 do so, the Watermaster is directed to use such facilities of  
24 other governmental agencies as are available to it under either  
25 no cost or cost agreements with respect to the receipt of  
26 reports, billings to parties, mailings to parties, and similar  
27 matters.

1           3. Appeal from Watermaster Decisions Other Than With  
2 Respect to Budget. Any party interested therein who has  
3 objection to any rule, determination, order or finding made by  
4 the Watermaster, may make objection thereto in writing delivered  
5 to the Watermaster within 30 days after the date the Watermaster  
6 mails written notice of the making of such rule, determination,  
7 order or finding, and within 30 days after such delivery the  
8 Watermaster shall consider said objection and shall amend or  
9 affirm his rule, determination, order or finding and shall give  
10 notice thereof to all parties. Any such party may file with the  
11 Court within 30 days from the date of said notice any objection  
12 to such rule, determination, order or finding of the Watermaster  
13 and bring the same on for hearing before the Court at such time  
14 as the Court may direct, after first having served said objection  
15 upon all other parties. The Court may affirm, modify, amend or  
16 overrule any such rule, determination, order or finding of the  
17 Watermaster. The provisions of this paragraph shall not apply to  
18 budgetary matters, as to which the appellate procedure has  
19 heretofore been set forth. Any objection under this paragraph  
20 shall not stay the rule, determination, order or finding of the  
21 Watermaster. However, the Court, by ex parte order, may provide  
22 for a stay thereof on application of any interested party on or  
23 after the date that any such party delivers to the Watermaster  
24 any written objection.

25           4. Effect of Non-Compliance by Watermaster With Time  
26 Provisions. Failure of the Watermaster to perform any duty,  
27 power or responsibility set forth in this judgment within the  
28 time limitation herein set forth shall not deprive the

1 Watermaster of authority to subsequently discharge such duty,  
2 power or responsibility, except to the extent that any such  
3 failure by the Watermaster may have rendered some otherwise  
4 required act by a party impossible.

5 III. PROVISIONS FOR PHYSICAL SOLUTION TO MEET THE WATER  
6 REQUIREMENTS IN CENTRAL BASIN. In order to provide flexibility  
7 to the injunction set forth in Part I of the judgment, and to  
8 assist in a physical solution to meet water requirements in  
9 Central Basin, the injunction so set forth is subject to the  
10 following provisions.

11 A. Carryover of Portion of Allowed Pumping Allocation.

12 (1) Each party adjudged to have a Total Water  
13 Right or water rights and who, during a particular  
14 Administrative year, does not extract from Central Basin a  
15 total quantity equal to such party's Allowed Pumping  
16 Allocation for the particular Administrative year, less any  
17 allocated subscriptions by such party to the Exchange Pool,  
18 or plus any allocated requests by such party for purchase of  
19 Exchange Pool water, is permitted to carry over (the "One  
20 Year Carryover") from such Administrative year the right to  
21 extract from Central Basin in the next succeeding  
22 Administrative year so much of said total quantity as it did  
23 not extract in the particular Administrative year, not to  
24 exceed 20% of such party's Allowed Pumping Allocation, or 20  
25 acre feet, whichever of said 20% or 20 acre feet is the  
26 larger.

27 (2) Following the declaration of a Declared Water  
28 Emergency and until the Declared Water Emergency ends either

1 by expiration or by resolution of the Board of Directors of  
2 the Central and West Basin Water Replenishment District,  
3 each party adjudged to have a Total Water Right or water  
4 rights and who, during a particular Administrative year,  
5 does not extract from Central Basin a total quantity equal  
6 to such party's Allowed Pumping Allocation for the  
7 particular Administrative year, less any allocated  
8 subscriptions by such party to the Exchange Pool, or plus  
9 any allocated requests by such party for purchase of  
10 Exchange Pool water, is permitted to carry over (the  
11 "Drought Carryover") from such Administrative year the right  
12 to extract from Central Basin so much of said total quantity  
13 as it did not extract during the period of the Declared  
14 Water Emergency, to the extent such quantity exceeds the One  
15 Year Carryover, not to exceed an additional 35% of such  
16 party's Allowed Pumping Allocation, or additional 35 acre  
17 feet, whichever of said 35% or 35 acre feet is the larger.  
18 Carryover amounts shall first be allocated to the One Year  
19 Carryover and any remaining carryover amount for that year  
20 shall be allocated to the Drought Carryover.

21 (3) No further amounts shall be added to the  
22 Drought Carryover following the end of the Declared Water  
23 Emergency, provided however that in the event another  
24 Declared Water Emergency is declared, additional Drought  
25 Carryover may be added, to the extent such additional  
26 Drought Carryover would not cause the total Drought  
27 Carryover to exceed the limits set forth above.  
28

1 (4) The Drought Carryover shall be supplemental  
2 to and shall not affect any previous drought carryover  
3 acquired by a party pursuant to previous order of the court.

4 B. When Over-extractions May be Permitted.

5 1. Underestimation of Requirements for Water. Any  
6 party hereto having an Allowed Pumping Allocation and not in  
7 violation of any provision of this judgment may extract in an  
8 Administrative year an additional quantity of water not to  
9 exceed: (a) 20% of such party's Allowed Pumping Allocation or 20  
10 acre feet, whichever is greater, and (b) any amount in addition  
11 thereto which may be approved in advance by the Watermaster.

12 2. Reductions in Allowed Pumping Allocations in  
13 Succeeding Years to Compensate for Permissible Overextractions.  
14 Any such party's Allowed Pumping Allocation for the following  
15 Administrative year shall be reduced by the amount over-extracted  
16 pursuant to paragraph 1 above, provided that if the Watermaster  
17 determines that such reduction in the party's Allowed Pumping  
18 Allocation in one Administrative year will impose upon such a  
19 party an unreasonable hardship, the said reduction in said  
20 party's Allowed Pumping Allocation shall be prorated over a  
21 period of five (5) Administrative years succeeding that in which  
22 the excessive extractions by the party occurred. Application for  
23 such relief to the Watermaster must be made not later than the  
24 40th day after the end of the Administrative year in which such  
25 excessive pumping occurred. Watermaster shall grant such relief  
26 if such over-extraction, or any portion thereof, occurred during  
27 a period of Declared Water Emergency.  
28

1                   3. Reductions in Allowed Pumping Allocations for the  
2 Next Succeeding Administrative Year to Compensate for  
3 Overpumping. Whenever a party over-extracts in excess of 20% of  
4 such party's Allowed Pumping Allocation, or 20 acre feet,  
5 whichever is greater, and such excess has not been approved in  
6 advance by the Watermaster, then such party's Allowed Pumping  
7 Allocation for the following Administrative year shall be reduced  
8 by an amount equivalent to its total over-extractions in the  
9 particular Administrative year in which it occurred.

10                   4. Reports of Certain Over-extractions to the Court.  
11 Whenever a party over-extracts in excess of 20% of such party's  
12 Allowed Pumping Allocation, or 20 acre feet, whichever is  
13 greater, without having obtained prior approval of the  
14 Watermaster, such shall constitute a violation of the judgment  
15 and the Watermaster shall make a written report to the Court for  
16 such action as the Court may deem necessary. Such party shall be  
17 subject to such injunctive and other processes and action as the  
18 Court might otherwise take with regard to any other violation of  
19 such judgment.

20                   5. Effect of Over-extractions on Rights. Any  
21 party who over-extracts from Central Basin in any Administrative  
22 year shall not acquire any additional rights by reason of such  
23 over-extractions; nor, shall any required reductions in  
24 extractions during any subsequent years reduce the Total Water  
25 Right or water rights of any party to the extent said over-  
26 extractions are in compliance with paragraph 1 above.

27                   6. Pumping Under Agreement With Plaintiff During  
28 Periods of Emergency. Plaintiff overlies Central Basin and

1 engages in activities of replenishing the ground waters thereof.  
2 Plaintiff by resolution has appropriated for use during  
3 emergencies the quantity of 17,000 acre feet of imported and  
4 reclaimed water replenished by it into Central Basin, and  
5 pursuant to such resolution Plaintiff reserves the right to use  
6 or cause the use of such quantity during such emergency periods.

7 (a) Notwithstanding any other provision of this  
8 judgment, parties who are water purveyors (including successors  
9 in interest) are authorized to enter into agreements with  
10 Plaintiff under which such water purveyors may exceed their  
11 respective Allowed Pumping Allocations for the particular  
12 administrative year when the following conditions are met:

13 (1) Plaintiff is in receipt of a resolution of the  
14 Board of Directors of the Metropolitan Water District  
15 of Southern California ("MWD") that there is an actual  
16 or immediately threatened temporary shortage of MWD's  
17 imported water supply compared to MWD's needs, or a  
18 temporary inability to deliver MWD's imported water  
19 supply throughout its area, which will be alleviated by  
20 overpumping from Central Basin.

21 (2) The Board of Directors of both Plaintiff and  
22 Central Basin Municipal Water District by resolutions  
23 concur in the resolution of MWD's Board of Directors,  
24 and the Board of Directors of Plaintiff finds in its  
25 resolution that the average minimum elevation of water  
26 surface among those wells in the Montebello Forebay of  
27 the Central Basin designated as Los Angeles County  
28 Flood Control District Wells Nos. 1601T, 1564P, 1615P,

1 and 1626L, is at least 43.7 feet above sea level. This  
2 computation shall be based upon the most recent "static  
3 readings" taken, which shall have been taken not more  
4 than four weeks prior. Should any of the wells  
5 designated above become destroyed or otherwise be in a  
6 condition so that readings cannot be made, or the owner  
7 prevent their use for such readings the Board of  
8 Directors of the Plaintiff may, upon appropriate  
9 engineering recommendation substitute such other well  
10 or wells as it may deem appropriate.

11 (3) In said resolution, Plaintiff's Board of Directors  
12 sets a public hearing, and notice of the time, place  
13 and date thereof (which may be continued from time to  
14 time without further notice) is given by First Class  
15 Mail to the current designees of the parties, filed and  
16 served in accordance with Part V, paragraph 3 of this  
17 Judgment. Said notice shall be mailed at least five  
18 (5) days before the scheduled hearing date.

19 (4) At said public hearing, parties (including succes-  
20 sors in interest) are given full opportunity to be  
21 heard, and at the conclusion thereof the Board of  
22 Directors of Plaintiff by resolution decides to proceed  
23 with agreements under this Part III-B.

24 (5) For purposes of this Part III-B, "water purveyors"  
25 mean those parties (and successors in interest) which  
26 sell water to the public whether regulated public  
27 utilities, mutual water companies or public entities,  
28 which have a connection or connections for the taking

1 of imported water of MWD, or access to imported water  
2 of MWD through a connection, and which normally supply  
3 part of their customer's needs with such imported  
4 water.

5 (b) All such agreements shall be subject to the fol-  
6 lowing requirements, and such others as Plaintiff's Board of  
7 Directors shall require:

8 (1) They shall be of uniform content except as to  
9 quantity involved, and any special provisions  
10 considered necessary or desirable with respect to local  
11 hydrological conditions or good hydrologic practice.

12 (2) They shall be offered to all water purveyors,  
13 excepting those which Plaintiff's Board of Directors  
14 determine should not over pump because such over  
15 pumping would occur in undesirable proximity to a sea  
16 water barrier project designed to forestall sea water  
17 intrusion, or within or in undesirable proximity to an  
18 area within Central Basin wherein groundwater levels  
19 are at an elevation where over pumping is under all the  
20 circumstances then undesirable.

21 (3) The maximum terms for the agreements shall be four  
22 months, which agreements shall commence on the same  
23 date and end on the same date (and which may be  
24 executed at any time within the four month period),  
25 unless an extension thereof is authorized by the Court,  
26 under Part IV of this judgment.

27 (4) They shall contain provisions that the water  
28 purveyor executing the agreement pay to the Plaintiff a

1 price in addition to the applicable replenishment  
2 assessment determined on the following formula. The  
3 normal price per acre-foot of Central Basin Municipal  
4 Water District's (CBMWD) treated domestic and municipal  
5 water, as "normal" price of such category of water is  
6 defined in Part C, paragraph 10 (price to be paid for  
7 Exchange Pool Water) as of the beginning of the  
8 contract term less the deductions set forth in said  
9 paragraph 10 for the administrative year in which the  
10 contract term commences. The agreement shall provide  
11 for adjustments in the first of said components for any  
12 proportional period of the contract term during which  
13 the CBMWD said normal price is changed, and if the  
14 agreement straddles two administrative years, the said  
15 deductions shall be adjusted for any proportionate  
16 period of the contract term in which the amount thereof  
17 or of either subcomponent changes for purposes of said  
18 paragraph 10. Any price for a partial acre-foot shall  
19 be computed prorata. Payments shall be due and payable  
20 on the principle that over extractions under the  
21 agreement are of the last water pumped in the fiscal  
22 year, and shall be payable as the agreement shall  
23 provide.

24 (5) They shall contain provisions that:

25 (a) All of such agreements (but not less than all)  
26 shall be subject to termination by Plaintiff if, in the  
27 Judgment of Plaintiff's Board of Directors, the  
28 conditions or threatened conditions upon which they

1 were based have abated to the extent over extractions  
2 are no longer considered necessary; and (b) that any  
3 individual agreement or agreements may be terminated if  
4 the Plaintiff's Board of Directors finds that adverse  
5 hydrologic circumstances have developed as a result of  
6 over extractions by any water purveyor or purveyors  
7 which have executed said agreements, or for any other  
8 reason that Plaintiff's Board of Directors finds good  
9 and sufficient.

10 (c) Other matters applicable to such agreements and  
11 over pumping thereunder are as follows, without need for express  
12 provisions in the agreements;

13 (1) The quantity of over pumping permitted shall be  
14 additional to that which the water purveyor could  
15 otherwise over pump under this Judgment.

16 (2) The total quantity of permitted over pumping under  
17 all said agreements during said four months shall not  
18 exceed Seventeen thousand (17,000) acre feet, but the  
19 individual water purveyor shall not be responsible or  
20 affected by any violation of this requirement. That  
21 total is additional to over extractions otherwise  
22 permitted under this Judgment.

23 (3) Only one four month period may be utilized by  
24 Plaintiff in entering into such agreements, as to any  
25 one emergency or continuation thereof declared by MWD's  
26 Board of Directors under paragraph 6(a).

27 (4) Plaintiff may utilize the ex parte provisions of  
28 Part IV of this Judgment in lieu of the authority

1 contained herein (which ex parte provisions are not  
2 limited as to time, nature of relief, or terms of any  
3 agreements), but neither Plaintiff nor any other party  
4 shall utilize both as to any one such emergency or  
5 continuation thereof.

6 (5) If any party claims it is being damaged or  
7 threatened with damage by the over extractions by any  
8 party to such an agreement, the first party or the  
9 Watermaster may seek appropriate action of the Court  
10 for termination of any such agreement upon notice of  
11 hearing to the party complaining, to the party to said  
12 agreement, to the plaintiff, and to any parties who  
13 have filed a request for special notice. Any  
14 termination shall not affect the obligation of the  
15 party to make payments under the agreement for over  
16 extractions which did occur thereunder.

17 (6) Plaintiff shall maintain separate accounting of  
18 the proceeds from payments made pursuant to agreements  
19 entered into under this part. Said fund shall be  
20 utilized solely for purposes of replenishment in  
21 replacement of waters in Central Basin and West Basin.  
22 Plaintiff shall as soon as practicable cause replenish-  
23 ment in Central Basin by the amounts to be overproduced  
24 pursuant to this Paragraph 6 commencing at Page 63,  
25 whether through spreading, injection, or in lieu  
26 agreements.

27 (7) Over extractions pursuant to the agreements shall  
28 not be subject to the "make up" provisions of the

1 Judgment as amended, provided that if any party fails  
2 to make payments as required by the agreement,  
3 Plaintiff may require such "make up" under Paragraph 3,  
4 Subpart B, Part III of the Judgment (Page 62).

5 (8) Water Purveyor under any such agreement may, and  
6 is encouraged to enter into appropriate arrangements  
7 with customers who have water rights in Central Basin  
8 under or pursuant to this Judgment whereby the Water  
9 Purveyor will be assisted in meeting the objectives of  
10 the agreement.

11 (9) Nothing in this Paragraph 6 limits the exercise of  
12 the reserved jurisdiction of the court except as  
13 provided in subparagraph (c) (4) above.

14 7. Exemption for Extractors of Contaminated  
15 Groundwater. Any party herein may petition the Replenishment  
16 District for a Non-consumptive Water Use Permit as part of a  
17 project to remedy or ameliorate groundwater contamination. If  
18 the petition is granted as set forth in this part, the petitioner  
19 may extract the groundwater as permitted hereinafter, without the  
20 production counting against the petitioner's production rights.

21 (a) If the Board of the Replenishment District  
22 determines by Resolution that there is a problem of groundwater  
23 contamination that a proposed program will remedy or ameliorate,  
24 an operator may make extractions of groundwater to remedy or  
25 ameliorate that problem without the production counting against  
26 the petitioner's production rights if the water is not applied to  
27 beneficial surface use, its extractions are made in compliance  
28 with all the terms and conditions of the Board Resolution, and

1 the Board has determined in the Resolution either of the  
2 following:

3 (1) The groundwater to be extracted is unusable and  
4 cannot be economically treated or blended for use with  
5 other water.

6 (2) The proposed program involves extraction of usable  
7 water in the same quantity as will be returned to the  
8 underground without degradation of quality.

9 (b) The Resolution may provide those terms and  
10 conditions the Board deems appropriate, including, but not  
11 limited to, restrictions on the quantity of the extractions to be  
12 so exempted, limitations on time, periodic reviews, requirement  
13 of submission of test results from a Board-approved laboratory,  
14 and any other relevant terms or conditions.

15 (c) Upon written notice to the operator involved, the  
16 Board may rescind or modify its Resolution. The rescission or  
17 modification of the Resolution shall apply to groundwater  
18 extractions occurring more than ten days after the rescission or  
19 modification. Notice of rescission or modification shall be  
20 either mailed first class mail, postage prepaid, at least two  
21 weeks prior to the meeting of the Board at which the rescission  
22 or modification will be made to the address of record of the  
23 operator or personally delivered two weeks prior to the meeting.

24 (d) The Board's decision to grant, deny, modify or  
25 revoke a permit or to interrupt or stop a permitted project may  
26 be appealed to this court within thirty days of the notice  
27 thereof to the applicant and upon thirty days notice to the  
28 designees of all parties herein.

1 (e) The Replenishment District shall monitor and  
2 periodically inspect the project for compliance with the terms  
3 and conditions for any permit issued pursuant to these  
4 provisions.

5 (f) No party shall recover costs from any other party  
6 herein <sup>in</sup> ~~on~~ connection with <sup>determinations</sup> ~~determinators~~ made with respect to this  
7 part.

8 C. Exchange Pool Provisions.

9 (1) Definitions.

10 For purposes of these Exchange Pool provisions, the  
11 following words and terms have the following meanings:

12 (a) "Exchange Pool" is the arrangement hereinafter set  
13 forth whereby certain of the parties, ("Exchangees") may,  
14 notwithstanding the other provisions of the judgment, extract  
15 additional water from Central Basin to meet their needs, and  
16 certain other of the parties ("Exchangors"), reduce their  
17 extractions below their Allowed Pumping Allocations in order to  
18 permit such additional extractions by others.

19 (b) "Exchangor" is one who offers, voluntarily or  
20 otherwise, pursuant to subsequent provisions, to reduce its  
21 extractions below its Allowed Pumping Allocation in order to  
22 permit such additional extractions by others.

23 (c) "Exchangee" is one who requests permission to  
24 extract additional water from Central Basin.

25 (d) "Undue hardship" means unusual and severe economic  
26 or operational hardship, other than that arising (i) by reason of  
27 any differential in quality that might exist between water  
28 extracted from Central Basin and water available for importation

1 or (ii) by reason of any difference in cost to a party in  
2 subscribing to the Exchange Pool and reducing its extractions of  
3 water from Central Basin in an equivalent amount as opposed to  
4 extracting any such quantity itself.

5 2. Parties Who May Purchase Water Through the Exchange  
6 Pool. Any party not having existing facilities for the taking of  
7 imported water as of the beginning of any Administrative year,  
8 and any party having such facilities as of the beginning of any  
9 Administrative year who is unable, without undue hardship, to  
10 obtain, take, and put to beneficial use, through its distribution  
11 system or systems existing as of the beginning of the particular  
12 Administrative year, imported water in a quantity which, when  
13 added to its Allowed Pumping Allocation for that particular  
14 Administrative year, will meet its estimated needs for that  
15 particular Administrative year, may purchase water from the  
16 Exchange Pool, subject to the limitations contained in this  
17 Subpart C of this Part III (Subpart "C" hereinafter).

18 3. Procedure for Purchasing Exchange Pool Water. Not  
19 later than the 40th day following the commencement of each  
20 Administrative year, each such party desiring to purchase water  
21 from the Exchange Pool shall file with the Watermaster a request  
22 to so purchase, setting forth the amount of water in acre feet  
23 that such party estimates that it will require during the then  
24 current Administrative year in excess of the total of:

25 (a) Its Allowed Pumping Allocation for that particular  
26 Administrative year; and

27 (b) The imported water, if any, which it estimates it  
28 will be able, without undue hardship, to obtain, take and put to

1 beneficial use, through its distribution system or systems  
2 existing as of the beginning of that particular Administrative  
3 year.

4 Any party who as of the beginning of any Administrative  
5 year has existing facilities for the taking of imported water and  
6 who makes a request to purchase from the Exchange Pool must  
7 provide with such request substantiating data and other proof  
8 which, together with any further data and other proof requested  
9 by the Watermaster, establishes that such party is unable without  
10 undue hardship, to obtain, take and put to beneficial use through  
11 its said distribution system or systems a sufficient quantity of  
12 imported water which, when added to its said Allowed Pumping  
13 Allocation for the particular Administrative year, will meet its  
14 estimated needs. As to any such party, the Watermaster shall  
15 make a determination whether the party has so established such  
16 inability, which determination shall be subject to review by the  
17 court under the procedure set forth in Part II of this judgment.  
18 Any party making a request to purchase from the Exchange Pool  
19 shall either furnish such substantiating data and other proof, or  
20 a statement that such party had no existing facilities for the  
21 taking of imported water as of the beginning of that  
22 Administrative year, and in either event a statement of the basis  
23 for the quantity requested to be purchased.

24 4. Subscriptions to Exchange Pool.

25 (a) Required Subscription. Each party having existing  
26 facilities for the taking of imported water as of the beginning  
27 of any Administrative year hereby subscribed to the Exchange Pool  
28 for purposes of meeting Category (a) requests thereon, as more

1 particularly defined in paragraph 5 of this Subpart C, twenty  
2 percent (20%) of its Allowed Pumping Allocation, or the quantity  
3 of imported water which it is able, without undue hardship, to  
4 obtain, take and put to beneficial use through its distribution  
5 system or systems existing as of the beginning of the particular  
6 Administrative year in addition to such party's own estimated  
7 needs for imported water during that water year, whichever is the  
8 lesser. A party's subscription under this subparagraph (a) and  
9 subparagraph (b) of this paragraph 4 is sometimes hereinafter  
10 referred to as a 'required subscription'.

11 (b) Report to Watermaster by Parties with Connections  
12 and Unable to Subscribe 20%. Any party having existing  
13 facilities for the taking of imported water and estimating that  
14 it will be unable, without undue hardship, in that Administrative  
15 year to obtain, take and put to beneficial use through its  
16 distribution system or systems existing as of the beginning of  
17 that Administrative year, sufficient imported water to further  
18 reduce its extractions from the Central Basin by twenty percent  
19 (20%) of its Allowed Pumping Allocation for purposes of providing  
20 water to the Exchange Pool must furnish not later than the 40th  
21 day following the commencement of such Administrative year sub-  
22 stantiating data and other proof which, together with any further  
23 data and other proof requested by the Watermaster, establishes  
24 said inability or such party shall be deemed to have subscribed  
25 twenty percent (20%) of its Allowed Pumping Allocation for the  
26 purpose of providing water to the Exchange Pool. As to any such  
27 party so contending such inability, the Watermaster shall make a  
28 determination whether the party has so established such

1 inability, which determination shall be subject to review by the  
2 Court under the procedure set forth in Part II of this judgment.

3 (c) Voluntary Subscriptions. Any party, whether or  
4 not having facilities for the taking of imported water, who  
5 desires to subscribe to the Exchange Pool a quantity or further  
6 quantity of its Allowed Pumping Allocation, may so notify the  
7 Watermaster in writing of the quantity of such offer on or prior  
8 to the 40th day following the commencement of the particular  
9 Administrative year. Such subscriptions are referred to  
10 hereinafter as "voluntary subscriptions." Any Exchangor who  
11 desires that any part of its otherwise required subscription not  
12 needed to fill Category (a) requests shall be available for  
13 Category (b) requests may so notify the Watermaster in writing on  
14 or prior to said 40th day. If all of that Exchangor's otherwise  
15 required subscription is not needed in order to fill Category (a)  
16 requests, the remainder of such required subscription not so  
17 used, or such part thereof as such Exchangor may designate, shall  
18 be deemed to be a voluntary subscription.

19 5. Limitations on Purchases of Exchange Pool Water and  
20 Allocation of Requests to Purchase Exchange Pool Water Among  
21 Exchangors.

22 (a) Categories of Requests. Two categories of  
23 Exchange Pool requests are established as follows:

24 (1) Category (a) requests. The quantity requested by  
25 each Exchangee, whether or not that Exchangee has an Allowed  
26 Pumping Allocation, which quantity is not in excess of 150% of  
27 its Allowed Pumping Allocation, if any, or 100 acre feet,  
28 whichever is greater. Requests or portions thereof within the

1 above criteria are sometimes hereinafter referred to as "Category  
2 (a) requests."

3 (2) Category (b) requests. The quantity requested by  
4 each Exchangee having an Allowed Pumping Allocation to the extent  
5 the request is in excess of 150% of that Allowed Pumping Alloca-  
6 tion or 100 acre feet, whichever is greater, and the quantity  
7 requested by each Exchangee having no Allowed Pumping Allocation  
8 to the extent the request is in excess of 100 acre feet.

9 Portions of requests within the above criteria are sometimes  
10 hereinafter referred to as "Category (b) requests."

11 (b) Filling of Category (a) Requests. All Exchange  
12 Pool subscriptions, required and voluntary, shall be available to  
13 fill Category (a) requests. Category (a) requests shall be  
14 filled first from voluntary subscriptions, and if voluntary  
15 subscriptions should be insufficient to fill all Category (a)  
16 requests required subscriptions shall be then utilized to fill  
17 Category (a) requests. All Category (a) requests shall be first  
18 filled before any Category (b) requests are filled.

19 (c) Filling of Category (b) Requests. To the extent  
20 that voluntary subscriptions have not been utilized in filling  
21 Category (a) requests, Category (b) requests shall be filled only  
22 out of any remaining voluntary subscriptions. Required subscrip-  
23 tions will then be utilized for the filling of any remaining  
24 Category (b) requests.

25 (d) Allocation of Requests to Subscriptions When  
26 Available Subscriptions Exceed Requests. In the event the  
27 quantity of subscriptions available for any category of requests  
28 exceeds those requests in that category, or exceeds the remainder

1 of those requests in that category, such requests shall be filled  
2 out of such subscriptions proportionately in relation to the  
3 quantity of each subscription.

4 (e) Allocation of Subscriptions to Category (b)  
5 Requests in the Event of Shortage of Subscriptions. In the event  
6 available subscriptions are insufficient to meet Category (b)  
7 requests, available subscriptions shall be allocated to each  
8 request in the proportion that the particular request bears to  
9 the total requests of the particular category.

10 6. Additional Voluntary Subscriptions. If subscrip-  
11 tions available to meet the requests of Exchangees are insuffi-  
12 cient to meet all requests, additional voluntary subscriptions  
13 may be solicited and received from parties by the Watermaster.  
14 Such additional subscriptions shall be allocated first to  
15 Category (a) requests to the extent unfilled, and next to  
16 Category (b) requests to the extent unfilled. All allocations  
17 are to be otherwise in the same manner as earlier provided in  
18 paragraph 5 (a) through 5 (e) inclusive.

19 7. Effect if Category (a) Requests Exceed Available  
20 Subscriptions, Both Required and Voluntary. In the event that  
21 the quantity of subscriptions available to fill Category (a)  
22 requests is less than the total quantity of such requests, the  
23 Exchangees may, nonetheless, extract the full amount of their  
24 Category (a) requests otherwise approved by the Watermaster as if  
25 sufficient subscriptions were available. The amounts received by  
26 the Watermaster on account of that portion of the approved  
27 requests in excess of the total quantities available from  
28 Exchangees shall either be paid by the Watermaster to Central &

1 West Basin Water Replenishment District in trust for the purpose  
2 of purchasing imported water and spreading the same in Central  
3 Basin for replenishment thereof, or credited to an account of  
4 said Plaintiff District on the books of the Watermaster, at the  
5 option of said Plaintiff District. Thereafter said Plaintiff  
6 District may, at any time, withdraw said funds or any part  
7 thereof so credited in trust for the aforesaid purpose, or may by  
8 the 40th day of any Administrative year notify the Watermaster  
9 that it desires all or any portion of said funds to be expended  
10 by the Watermaster for the purchase of water available from  
11 subscriptions by Exchangors in the event the total quantity of  
12 such subscriptions exceeds the total quantity of approved  
13 requests by parties to purchase Exchange Pool water. To the  
14 extent that there is such an excess of available subscriptions  
15 over requests and to the extent that the existing credit in favor  
16 of Plaintiff District is sufficient to purchase such excess  
17 quantity at the price established for Exchange Pool purchases  
18 during that Administrative year, the account of the Plaintiff  
19 District shall be debited and the money shall be paid to the  
20 Exchangors in the same manner as if another party had made such  
21 purchase as an Exchangee. The Plaintiff District shall not  
22 extract any such Exchange Pool water so purchased.

23 8. Additional Pumping by Exchangees Pursuant to  
24 Exchange Pool Provisions. An Exchangee may extract from Central  
25 Basin in addition to its Allowed Pumping Allocation for a  
26 particular Administrative year that quantity of water which it  
27 has requested to purchase from the Exchange Pool during that  
28 Administrative year and which has been allocated to it pursuant

1 to the provisions of paragraphs 5, 6 and 7. The first pumping by  
2 an Exchangee in any Administrative year shall be deemed to be  
3 pumping of the party's allocation of Exchange Pool water.

4 9. Reduction in Pumping by Exchangors. Each Exchangor  
5 shall in each Administrative year reduce its extractions of water  
6 from Central Basin below its Allowed Pumping Allocation for the  
7 particular year in a quantity equal to the quantity of Exchange  
8 Pool requests allocated to it pursuant to the provisions of  
9 paragraphs 4, 5, 6 and 7 of this Subpart C.

10 10. Price to be Paid for Exchange Pool Water. The  
11 price to be paid by Exchangees and to be paid to Exchangors per  
12 acre foot for required and voluntary subscriptions of Exchangors  
13 utilized to fill requests on the Exchange Pool by Exchangees  
14 shall be the dollar amount computed as follows by the Watermaster  
15 for each Administrative year. The "normal" price as of the  
16 beginning of the Administrative year charged by Central Basin  
17 Municipal Water District (CBMWD) for treated MWD (Metropolitan  
18 Water District of Southern California) water used for domestic  
19 and municipal purposes shall be determined, and if on that date  
20 there are any changes scheduled during that Administrative year  
21 in CBMWD's "normal" price for such category of water, the  
22 weighted daily "normal" CBMWD price shall be determined and used  
23 in lieu of the beginning such price; and there shall be deducted  
24 from such beginning or weighted price, as the case may be, the  
25 "incremental cost of pumping water in Central Basin" at the  
26 beginning of the Administrative year and any then current rate or  
27 rates, of assessments levied on the pumping of ground water in  
28 Central Basin by Plaintiff District and any other governmental

1 agency. The "normal" price charged by CBMWD shall be the highest  
2 price of CBMWD for normal service excluding any surcharge or  
3 higher rate for emergency deliveries or otherwise failing to  
4 comply with CBMWD rates and regulations relating to earlier  
5 deliveries. The "incremental cost of pumping water in Central  
6 Basin" as of the beginning of the Administrative year shall be  
7 deemed to be the Southern California Edison Company Schedule No.  
8 PA-1 rate per kilowatt-hour, including all adjustments and all  
9 uniform authorized additions to the basic rate, multiplied by 560  
10 kilowatt-hours per acre-foot, rounded to the nearest dollar  
11 (which number of kilowatt-hours has been determined to represent  
12 the average energy consumption to pump an acre-foot of water in  
13 Central Basin). In applying said PA-1 rate the charge per  
14 kilowatt-hour under the schedule shall be employed and if there  
15 are any rate blocks then the last rate block shall be employed.  
16 Should a change occur in Edison schedule designations, the  
17 Watermaster shall employ that applicable to motors used for  
18 pumping water by municipal utilities.

19 11. Carry-over of Exchange Pool Purchases by  
20 Exchangees. An Exchangee who does not extract from Central Basin  
21 in a particular Administrative year a quantity of water equal to  
22 the total of (a) its Allowed Pumping Allocation for that  
23 particular Administrative year, reduced by any authorized amount  
24 of carry-over into the next succeeding Administrative year  
25 pursuant to the provisions of Subpart A of Part III of this  
26 judgment, and (b) the quantity that it purchased from the  
27 Exchange Pool for that particular Administrative year, may carry  
28 over into the next succeeding Administrative year the right to

1 extract from Central Basin a quantity equal to the difference  
2 between said total and the quantity actually extracted in that  
3 Administrative year, but not exceeding the quantity purchased  
4 from the Exchange Pool for that Administrative year. Any such  
5 carry-over shall be in addition to that provided in said Subpart  
6 A of Part III.

7 If the 'Basinwide Average Exchange Pool Price' in  
8 the next succeeding Administrative year exceeds the 'Exchange  
9 Pool Price' in the previous Administrative year any such  
10 Exchangee exercising such carry-over rights hereinabove provided  
11 shall pay to the Watermaster, forthwith upon the determination of  
12 the 'Exchange Pool Price' in said succeeding Administrative year,  
13 and as a condition to such carry-over rights, an additional  
14 amount determined by multiplying the number of acre feet of  
15 carry-over by the difference in 'Exchange Pool Price' as between  
16 the two Administrative years. Such additional payment shall be  
17 miscellaneous income to the Watermaster which shall be applied by  
18 him against that share of the Watermaster's budget to be paid by  
19 the parties to this Agreement for the second Administrative year  
20 succeeding that in which the Exchange Pool water was so  
21 purchased.

22 12. Notification by Watermaster to Exchangors and  
23 Exchangees of Exchange Pool Requests and Allocations Thereof and  
24 Price of Exchange Pool Water. Not later than the 65th day after  
25 the commencement of each Administrative year, the Watermaster  
26 shall determine and notify all Exchangors and Exchangees of the  
27 total of the allocated requests for Exchange Pool water and shall  
28 provide a schedule divided into categories of requests showing

1 the quantity allocated to each Exchangee and a schedule of the  
2 allocation of the total Exchange Pool requirements among the  
3 Exchangors. Such notification shall also advise Exchangors and  
4 Exchangees of the prices to be paid to Exchangors for  
5 subscriptions utilized and the Exchange Pool Price for that  
6 Administrative year as determined by the Watermaster. The  
7 determinations of the Watermaster in this regard shall be subject  
8 to review by the Court in accordance with the procedure set forth  
9 in Part II of this judgment.

10 13. Payment by Exchangees. Each Exchangee shall, on  
11 or prior to last day of the third month of each Administrative  
12 year, pay to the Watermaster one-quarter of said price per acre-  
13 foot multiplied by the number of acre feet of such party's  
14 approved request and shall, on or before the last day of each of  
15 the next succeeding three months, pay a like sum to the  
16 Watermaster. Such amounts must be paid by each Exchangee  
17 regardless of whether or not it in fact extracts or uses any of  
18 the water it has requested to purchase from the Exchange Pool.

19 14. Payments to Exchangors. As soon as possible after  
20 receipt of moneys from Exchangees, the Watermaster shall remit to  
21 the Exchangors their prorata portions of the amount so received  
22 in accordance with the provisions of paragraph 10 above.

23 15. Delinquent Payments. Any amounts not paid on or  
24 prior to any due date above shall carry interest at the rate of  
25 1% per month or any part of a month. Any amounts required to be  
26 so paid may be enforced by the equitable powers of the Court,  
27 including, but not limited to, the injunctive process of the  
28 Court. In addition thereto, the Watermaster, as Trustee for the

1 Exchangors, may enforce such payment by any appropriate legal  
2 action, and shall be entitled to recover as additional damages  
3 reasonable attorneys' fees incurred in connection therewith. If  
4 any Exchangee shall fail to make any payments required of it on  
5 or before 30 days after the last payment is due, including any  
6 accrued interest, said party shall thenceforward not be entitled  
7 to purchase water from the Exchange Pool in any succeeding  
8 Administrative year except upon order of the Court, upon such  
9 conditions as the Court may impose.

10 IV. CONTINUING JURISDICTION OF THE COURT.

11 The Court hereby reserves continuing jurisdiction and  
12 upon application of any interested party, or upon its own motion,  
13 may review and redetermine the following matters and any matters  
14 incident thereto:

15 (a) Its determination of the permissible level of  
16 extractions from Central Basin in relation to achieving a  
17 balanced basin and an economic utilization of Central Basin for  
18 ground water storage, taking into account any then anticipated  
19 artificial replenishment of Central Basin by governmental  
20 agencies for the purpose of alleviating what would otherwise be  
21 annual overdrafts upon Central Basin and all other relevant  
22 factors.

23 (b) Whether in accordance with applicable law any  
24 party has lost all or any portion of his rights to extract ground  
25 water from Central Basin and, if so, to ratably adjust the  
26 Allowed Pumping Allocations of the other parties and ratably  
27 thereto any remaining Allowed Pumping Allocation of such party.  
28

1           (c) To remove any Watermaster appointed from time to  
2 time and appoint a new Watermaster; and to review and revise the  
3 duties, powers and responsibilities of the Watermaster and to  
4 make such other and further provisions and orders of the Court  
5 that may be necessary or desirable for the adequate admini-  
6 stration and enforcement of the judgment.

7           (d) To revise the price to be paid by Exchangees and  
8 to Exchangors for Exchange Pool purchases and subscriptions.

9           (e) In case of emergency or necessity, to permit  
10 extractions from Central Basin for such periods as the Court may  
11 determine: (i) ratably in excess of the Allowed Pumping  
12 Allocations of the parties; or (ii) on a non-ratable basis by  
13 certain parties if either compensation or other equitable  
14 adjustment for the benefit of the other parties is provided.  
15 Such overextractions may be permitted not only for emergency and  
16 necessity arising within Central Basin area, but to assist the  
17 remainder of the areas within The Metropolitan Water District of  
18 Southern California in the event of temporary shortage or  
19 threatened temporary shortage of its imported water supply, or  
20 temporary inability to deliver the same throughout its area, but  
21 only if the court is reasonably satisfied that no party will be  
22 irreparably damaged thereby. Increased energy cost for pumping  
23 shall not be deemed irreparable damage. Provided, however, that  
24 the provisions of this subparagraph will apply only if the  
25 temporary shortage, threatened temporary shortage, or temporary  
26 inability to deliver was either not reasonably avoidable by the  
27 Metropolitan Water District, or if reasonably avoidable, good  
28 reason existed for not taking the steps necessary to avoid it.

1 (f) To review actions of the Watermaster.

2 (g) To assist the remainder of the areas within The  
3 Metropolitan Water District of Southern California within the  
4 parameter set forth in subparagraph (e) above.

5 (h) To provide for such other matters as are not  
6 contemplated by the judgment and which might occur in the future,  
7 and which if not provided for would defeat any or all of the  
8 purposes of this judgment to assure a balanced Central Basin  
9 subject to the requirements of Central Basin Area for water  
10 required for its needs, growth and development.

11 The exercise of such continuing jurisdiction shall be  
12 after 30 days notice to the parties, with the exception of the  
13 exercise of such continuing jurisdiction in relation to  
14 subparagraphs (e) and (g) above, which may be ex parte, in which  
15 event the matter shall be forthwith reviewed either upon the  
16 Court's own motion or the motion of any party upon which 30 days  
17 notice shall be so given. Within ten (10) days of obtaining any  
18 ex parte order, the party so obtaining the same shall mail notice  
19 thereof to the other parties. If any other party desires Court  
20 review thereof, the party obtaining the ex parte order shall bear  
21 the reasonable expenses of mailing notice of the proceedings, or  
22 may in lieu thereof undertake the mailing. Any contrary or  
23 modified decision upon such review shall not prejudice any party  
24 who relied on said ex parte order.

25 V. GENERAL PROVISIONS.

26 1. Judgment Constitutes Inter Se Adjudication. This  
27 judgment constitutes an inter se adjudication of the respective  
28 rights of all parties, except as may be otherwise specifically

1 indicated in the listing of the rights of the parties at pages 12  
2 through 52 of this judgment, or in Appendix "2" hereof.

3 2. Assignment, Transfer, Etc., of Rights. Subject to  
4 the other provision of this judgment, and any rules and  
5 regulations of the Watermaster requiring reports relative  
6 thereto, nothing herein contained shall be deemed to prevent any  
7 party hereto from assigning, transferring, licensing or leasing  
8 all or any portion of such water rights as it may have with the  
9 same force and effect as would otherwise be permissible under  
10 applicable rules of law as exist from time to time.

11 3. Service Upon and Delivery to Parties of Various  
12 Papers. Service of the judgment on those parties who have  
13 executed that certain Stipulation and Agreement for Judgment or  
14 who have filed a notice of election to be bound by the Exchange  
15 Pool provisions shall be made by first class mail, postage  
16 prepaid, addressed to the designee and at the address designated  
17 for that purpose in the executed and filed Counterpart of the  
18 Stipulation and Agreement for Judgment or in the executed and  
19 filed "Notice of Election to be Bound by Exchange Pool  
20 Provisions", as the case may be, or in any substitute designation  
21 filed with the Court.

22 Each party who has not heretofore made such a  
23 designation shall, within 30 days after the judgment shall have  
24 been served upon that party, file with the Court, with proof of  
25 service of a copy upon the Watermaster, a written designation of  
26 the person to whom and the address at which all future notices,  
27 determinations, requests, demands, objections, reports and other  
28

1 papers and processes to be served upon that party or delivered to  
2 that party are to be so served or delivered.

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

8 Delivery to or service upon any party by the  
9 Watermaster, by any other party, or by the Court, or any item  
10 required to be served upon or delivered to a party under or  
11 pursuant to the judgment may be by deposit in the mail, first  
12 class, postage prepaid, addressed to the designee and at the  
13 address in the latest designation filed by that party.

14 4. Judgment Does Not Affect Rights, Powers, Etc., of  
15 Plaintiff District. Nothing herein constitutes a determination  
16 or adjudication which shall foreclose Plaintiff District from  
17 exercising such rights, powers, privileges and prerogatives as it  
18 may now have or may hereafter have by reason of provisions of  
19 law.

20 5. Continuation of Order Under Interim Agreement. The  
21 order of Court made pursuant to the "Stipulation and Interim  
22 Agreement and Petition for Order" shall remain in effect through  
23 the water year in which this judgment shall become final (subject  
24 to the reserved jurisdiction of the Court).

25 6. Effect of: Extractions by Exchangees; Reductions  
26 in Extractions. With regard to Exchange Pool purchases, the  
27 first extractions by each Exchangee shall be deemed the  
28 extractions of the quantities of water which that party is

1 entitled to extract pursuant to his allocation from the Exchange  
2 Pool for that Administrative year. Each Exchangee shall be  
3 deemed to have pumped his Exchange Pool request so allocated for  
4 and on behalf of each Exchangor in proportion to each Exchangor's  
5 subscription to the Exchange Pool which is utilized to meet  
6 Exchange Pool requests. No Exchangor shall ever be deemed to  
7 have relinquished or lost any of its rights determined in this  
8 judgment by reason of allocated subscriptions to the Exchange  
9 Pool. Each Exchangee shall be responsible as between Exchangors  
10 and that Exchangee, for any tax or assessment upon the production  
11 of ground water levied for replenishment purposes by the Central  
12 and West Basin Water Replenishment District or by any other  
13 governmental agency with respect to water extracted by such  
14 Exchangee by reason of Exchange Pool allocations and purchases.  
15 No Exchangor or Exchangee shall acquire any additional rights,  
16 with respect to any party to this action, to extract waters from  
17 Central Basin pursuant to Water Code Section 1005.1 by reason of  
18 the obligations pursuant to and the operation of the Exchange  
19 Pool.

20 7. Judgment Binding on Successors, Etc. This judgment  
21 and all provisions thereof are applicable to and binding upon not  
22 only the parties to this action, but as well to their respective  
23 heirs, executors, administrators, successors, assigns, lessees,  
24 licensees and to the agents, employees and attorneys in fact of  
25 any such persons.

26 8. Costs. No party shall recover its costs herein as  
27 against any other party.  
28

1                   9. Intervention of Successors in Interest and New  
2 Parties. Any person who is not a party (including but not  
3 limited to successors or parties who are bound by this judgment)  
4 and who proposes to produce water from the basin or exercise  
5 water rights of a predecessor may seek to become a party to this  
6 Judgment through a Stipulation in Intervention entered into with  
7 the Plaintiff. Plaintiff may execute said Stipulation on behalf  
8 of the other parties herein, but such Stipulation shall not  
9 preclude a party from opposing such intervention at the time of  
10 the court hearing thereon. Said Stipulation for Intervention  
11 must thereupon be filed with the Court, which will consider an  
12 order confirming said intervention following thirty (30) days  
13 notice to the parties. Thereafter, if approved by the Court,  
14 such intervenor shall be a party bound by this Judgment and  
15 entitled to the rights and privileges accorded under the physical  
16 solution herein.

17                   10. Effect of this Amended Judgment on Orders Filed  
18 Herein. This Second Amended Judgment shall not abrogate such  
19 rights of additional carry-over of unused water rights as may  
20 otherwise exist pursuant to orders herein filed June 2, 1977 and  
21 September 29, 1977.

22                   THE CLERK WILL ENTER THIS SECOND AMENDED JUDGMENT FORTHWITH.

23  
24 DATED: May 6, 1991

25  
26 /s/ Florence T. Pickard  
27 Judge of the Superior Court  
28