

APPENDIX E

Raymond Basin Judgment

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RIVERSIDE, CALIFORNIA 92502

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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

11 CITY OF PASADENA, a municipal) NO. Pasadena C-1323
12 corporation,)
13 Plaintiff,) JUDGMENT
14 vs.) (As Modified and Restated
15 CITY OF ALHAMBRA, a municipal) March 26, 1984)
16 corporation, et al.,)
17 Defendants.)

18 The above-entitled action was brought by plaintiff,
19 City of Pasadena, a municipal corporation, against City of
20 Alhambra, a municipal corporation, City of Monrovia, a municipal
21 corporation, City of Arcadia, a municipal corporation, City of
22 Sierra Madre, a municipal corporation, City of South Pasadena,
23 a municipal corporation, La Canada Irrigation District, San
24 Gabriel County Water District, Lincoln Avenue Water Company, a
25 corporation, The Las Flores Water Company, a corporation, Rubio
26 Canon Land and Water Association, a corporation, Valley Water
27 Company, a corporation, Flintridge Mutual Water Company, a
28 corporation, California-Michigan Land and Water Company, a cor-

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1 this action; and

2 All said parties defendant having been duly served
3 personally with summons and a copy of the complaint, and the
4 issues having been joined; defendant Ross M. Lockhard having
5 answered by his true name Ross M. Lockhart; and Robert A.
6 Millikan, Archer Milton Huntington, Herbert Hoover, William B.
7 Munro and Edwin P. Hubbell, Trustees of the Henry E. Huntington
8 Library and Art Gallery answering for defendant Henry E.
9 Huntington Library and Art Gallery, a corporation; defendants
10 Bradbury Estate Company, a corporation, and Eugene E. Bean
11 having disclaimed any right, title, interest or estate in and
12 to the properties involved in this action, Charles Hueston
13 Hastings, having answered by his true name Charles Heuston
14 Hastings, and since the commencement of this action said defen-
15 dant Charles Heuston Hastings having died and Ernest Crawford
16 May as Executor of the Last Will and Testament of Charles
17 Heuston Hastings, deceased, having been substituted for said
18 decedent, and A. V. Wagner having answered and having asserted
19 and claimed a right to water on his own behalf and on behalf of
20 others claiming under and through him, and Canyon Mutual Water
21 Company, a corporation, sued herein as Doe Corporation No. 1,
22 having answered under its true name, and defendant Alice H.
23 Graves having died since the commencement of this action, and
24 Alice Graves Stewart and Katharine Graves Armstrong and
25 Francis P. Graves being the heirs at law of said Alice H.
26 Graves, deceased, and being the residuary legatees under the
27 Last Will and Testament of Alice H. Graves, deceased, and having
28 been substituted by stipulation as parties defendant for said

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1 Alice H. Graves, and plaintiff since the commencement of this
2 action having acquired the water rights owned and claimed by
3 Jacob Bean Securities Company, a corporation, Alice Graves
4 Stewart, Katharine Graves Armstrong and Francis P. Graves,
5 exclusive of the rights of the last named individuals which
6 are hereinafter set forth and defined, and plaintiff having
7 duly filed its supplemental complaint with respect thereto,
8 and the defendant City of Arcadia, since the commencement of
9 this action, having acquired all water rights involved herein
10 of the Rancho Santa Anita, Inc., a corporation, and said
11 defendants having duly filed their supplemental answer with
12 respect thereto, and First Trust and Savings Bank of Pasadena,
13 a corporation, answering as successor in interest to defendant
14 Altadena Golf Club, defendant Sunnyslope Water Company, a
15 corporation, having stipulated that its true name is Sunny
16 Slope Water Company, Chesley E. Osborn and Kathleen M. Osborn
17 having been substituted as parties defendant in the place and
18 stead of defendant Fred M. Wilcox, and Dell A. Schweitzer,
19 executor of the estate of Fred M. Wilcox, deceased; motion of
20 defendant City of South Pasadena for permission to file its
21 amended answer disclaiming any interest or estate in the
22 water and/or water rights in the Raymond Basin as described
23 in plaintiff's complaint, having been granted, and said
24 defendant, City of South Pasadena, having been dismissed from
25 this action, subject to the obligation of said defendant to
26 pay certain costs, plaintiff and certain defendants having
27 jointly filed herein their motion that reference should be
28 made to the Division of Water Resources, Department of Public

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1 Works, State of California, as referee; after hearing thereon,
2 following notice duly served on all defendants not parties to
3 said motion, said Division of Water Resources having been
4 appointed referee herein to investigate all of the physical
5 facts involved herein, and seasonably to report to the Court
6 thereon, and the said referee having filed its report herein
7 and the objections thereto filed with it, a stipulation in
8 writing having been entered into on the 29th day of September,
9 1943 by and between the attorneys for certain parties, to
10 wit: City of Alhambra, City of Arcadia, California Water and
11 Telephone Company, Canyon Mutual Water Company, Crown City
12 Ice Company, El Campo Mutual Water Company, First Trust and
13 Savings Bank of Pasadena, Flintridge Mutual Water Company,
14 Francis P. Graves, Alice Graves Stewart and Katharine Graves
15 Armstrong, being the heirs of Alice H. Graves, deceased, and
16 being the residuary legatees under the Last Will and Testament
17 of Alice H. Graves, deceased, Las Flores Water Company,
18 Lincoln Avenue Water Company, Ross M. Lockhart, Ernest Crawford
19 May, as Executor of the Last Will and Testament of Charles
20 Heuston Hastings, deceased, Robert A. Millikan, Archer Milton
21 Huntington, Herbert Hoover, William B. Munro and Edwin P.
22 Hubbell, Trustees of the Henry E. Huntington Library and Art
23 Gallery, Mira Loma Mutual Water Company, City of Monrovia,
24 Chesley E. Osborn and Kathleen M. Osborn, Pasadena Cemetery
25 Association, City of Pasadena, Royal Laundry and Dry Cleaning
26 Company, Rubio Canon Land and Water Association, San Gabriel
27 County Water District, City of Sierra Madre, Sunny Slope
28 Water Company, Valley Water Company, A. V. Wagner and those

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1 claiming under and through him, and said stipulation having
2 been filed herein on the 24th day of November, 1943, requesting
3 that a certain judgment be entered herein as between said
4 parties, and stipulating that the amount of water pumped or
5 otherwise taken by non-parties to this action in the Western
6 Unit of the Raymond Basin Area as described in Paragraph I of
7 the proposed judgment attached to said stipulation was 340
8 acre feet per year and that the amount of water pumped or
9 otherwise taken by non-parties to this action in the Eastern
10 Unit of said Raymond Basin Area was 109 acre feet per year,
11 and the Court on November 24, 1943 having made its order
12 making each and all of the terms and provisions of said
13 proposed judgment immediately effective as to said stipulating
14 parties, and on April 5, 1944 the Court having made its order
15 appointing and authorizing the Division of Water Resources of
16 the Department of Public Works of the State of California to
17 act and serve herein as Watermaster in accordance with the
18 provisions of the proposed judgment attached thereto and made
19 a part thereof, and a stipulation between said stipulating
20 parties and the defendant La Canada Irrigation District
21 making the defendant La Canada Irrigation District a party to
22 said stipulation for said judgment and order having been
23 filed in this Court on April 28, 1944, and this Court on
24 April 28, 1944 having ordered that during the pendency of
25 this litigation or until further order of this Court the said
26 defendant La Canada Irrigation District be made a party to
27 the stipulation for judgment and order entered into on the
28 29th day of September, 1943 and filed on the 24th day of

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1 November, 1943, and all objections and exceptions to the
2 Report of Referee, except those of defendant California-
3 Michigan Land and Water Company, having been withdrawn, and
4 defendant Flintridge Mutual Water Company having assigned all
5 its water rights involved herein to defendant Valley Water
6 Company,

7 This cause came on regularly for hearing of the
8 objections and exceptions of defendant California-Michigan
9 Land and Water Company filed to the Report of Referee and the
10 further trial of the cause between said defendant and the
11 other parties on the 18th day of May, 1944 before the Honorable
12 Frank C. Collier, judge presiding in Department Pasadena A of
13 the above-entitled Court, the Court sitting without a jury;
14 said hearing and trial were held on the following dates in
15 the year 1944, to wit: May 18, May 19, May 23, May 24,
16 May 25, May 31, June 1, June 2, June 6, June 7, June 8,
17 July 20, August 7 and August 8. A. E. Chandler, Esq., Special
18 Counsel, and Harold P. Huls, Esq., City Attorney, appearing
19 as attorneys for plaintiff; Messrs. Goodspeed, McGuire,
20 Harris & Pfaff by Richard C. Goodspeed, Esq., J. Donald
21 McGuire, Esq., and Paul Vallee, Esq., appearing as attorneys
22 for defendant California-Michigan Land and Water Company;
23 Emmett A. Tompkins, Esq., City Attorney, and Kenneth K.
24 Wright, Esq., appearing as attorneys for defendant City of
25 Alhambra; Paul F. Garber, Esq., City Attorney, and Kenneth K.
26 Wright, Esq., appearing as attorneys for defendant City of
27 Monrovia; Kenneth K. Wright, Esq., appearing as attorney for
28 defendant Ross M. Lockhart; Kenneth K. Wright, Esq., appearing

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1 as attorney for defendant Flintridge Mutual Water Company;
2 Kenneth K. Wright, Esq., appearing as attorney for defendant
3 Valley Water Company; John C. Packard, Esq. and Kenneth K.
4 Wright, Esq., appearing as attorneys for defendant El Campo
5 Mutual Water Company; Messrs. Derthick, Cusack and Ganahl by
6 W. J. Cusack, Esq., and Kenneth K. Wright, Esq., appearing as
7 attorneys for defendant Crown City Ice Company; Messrs.
8 Dunn & Sturgeon by Walter F. Dunn, Esq., Messrs. Chandler &
9 Wright by Howard W. Wright, Esq., and Kenneth K. Wright,
10 Esq., appearing as attorneys for defendants Francis Graves,
11 Alice Graves Stewart and Katharine Graves Armstrong; Messrs.
12 Bailie, Turner & Lake by Norman A. Bailie, Messrs. Cruickshank,
13 Brooke & Dunlap by Robert H. Dunlap, Esq., and Kenneth K.
14 Wright, Esq., appearing as attorneys for defendant Ernest
15 Crawford May, as Executor of the Last Will and Testament of
16 Charles Heuston Hastings, deceased; Messrs. Gibson, Dunn &
17 Crutcher by Ira C. Powers, Esq., and Kenneth K. Wright, Esq.,
18 appearing as attorneys for defendants Robert A. Millikan,
19 Archer Milton Huntington, Herbert Hoover, William B. Munro
20 and Edwin P. Hubbell, trustees of the Henry E. Huntington
21 Library and Art Gallery; Messrs. Anderson and Anderson by
22 Trent G. Anderson, Esq., and Kenneth K. Wright, Esq., appearing
23 as attorneys for defendant Rubio Canon Land and Water Associa-
24 tion; Frank P. Doherty, Esq., and Kenneth K. Wright, Esq.,
25 appearing as attorneys for defendant La Canada Irrigation
26 District; Messrs. Boyle, Holmes & Garrett by John W. Holmes,
27 Esq., and Kenneth K. Wright, Esq., appearing as attorneys for
28 defendant First Trust and Savings Bank of Pasadena; Walter F.

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1 Dunn, Esq., City Attorney, and Kenneth K. Wright, Esq.,
2 appearing as attorneys for defendant City of Sierra Madre;
3 Wilton W. Webster, Esq., and Kenneth K. Wright, Esq., appearing
4 as attorneys for defendant Royal Laundry and Dry Cleaning
5 Company; Messrs. Bacigalupi, Elkus & Salinger by Claude
6 Rosenberg, Esq., and Kenneth K. Wright, Esq., appearing as
7 attorneys for defendant California Water and Telephone Company;
8 Kenneth K. Wright, Esq., appearing as attorney for defendant
9 San Gabriel Valley Water Company; Messrs. Merriam, Rinehart &
10 Merriam by Ralph T. Merriam, Esq., appearing as attorneys for
11 defendant Pasadena Cemetery Association; Frederick G. Stoehr,
12 Esq., appearing as attorney for defendant A. V. Wagner;
13 Messrs. Potter and Potter, by Bernard Potter, Esq., appearing
14 as attorneys for defendant Mira Loma Mutual Water Company;
15 Gerald E. Kerrin, Esq. and James C. Bone, Esq., City Attorney,
16 appearing as attorneys for defendant City of Arcadia; Laurence B.
17 Martin, Esq., appearing as attorney for defendant Sunny Slope
18 Water Company; Robert E. Moore, Esq., appearing as attorney
19 for defendant Lincoln Avenue Water Company; Messrs. Hahn and
20 Hahn by Edwin F. Hahn, Esq., appearing as attorneys for
21 defendant The Las Flores Water Company; Messrs. Hahn and Hahn
22 by Edwin F. Hahn, Esq., appearing as attorneys for defendants
23 Chesley E. Osborn and Kathleen M. Osborn; and Messrs. Hahn
24 and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for
25 defendant Canyon Mutual Water Company, and

26 All objections and exceptions to the Report of
27 Referee filed by defendant California-Michigan Land and Water
28 Company having been overruled by the Court with the exception

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1 of objection 18 which was withdrawn by said defendant, and
2
3 Certain stipulations having been entered into by
4 and between the parties and evidence both oral and documentary
5 having been introduced and the cause having been submitted to
6 the Court for its decision upon briefs, and briefs for the
7 respective parties having been filed and considered, the
8 Court, being fully advised in the premises, and having made
9 its findings of fact and conclusions of law, and

10 The Court, by reason of the stipulation aforesaid
11 and the findings of fact and conclusions of law, having
12 rendered its Judgment on December 23, 1944, and such Judgment
13 having been entered in Book 1491, page 84, on December 26,
14 1944, and

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

19 Plaintiff having moved the Court for an order
20 further modifying and restating the Judgment as modified,
21 such motion having come on regularly for hearing on the 16th
22 day of March, 1984, in Department A of the Northeast District
23 of this Court, the Honorable Robert M. Olson, Judge, presiding;
24 and notice of such motion having been duly served on all
25 defendants and interested parties; and no objections to the
26 granting of the motion having been filed or made at the hearing;
27 and good cause having been shown, and the Court having therefore
28 granted the motion, pursuant to the continuing jurisdiction of
the Court,

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Judgment in this case be modified and restated (including all transfers of rights and prior modifications which remain valid) as follows:

I

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

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

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

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

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II

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

La Canada Irrigation District (Snover Canyon)	1.20
Las Flores Water Company	0.50
Lincoln Avenue Water Company	6.59
Lockhart, Ross M.	1.20
May, Ernest Crawford, as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased	0.26
Mira Loma Mutual Water company	0.81
Pasadena Cemetery Association	0.02
Pasadena, City of	
Arroyo Seco Including Millard Canyon	25.00
Eaton Canyon	8.90
Rubio Canon Land and Water Association	2.20
Sierra Madre, City of	6.00

Each of said parties, and each of their agents, employees, attorneys, and any and all persons acting by, through, or under them, or any of them, are and each of them is hereby forever enjoined and restrained from increasing its taking or diversion from such source beyond the amount of

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1 such taking or diversion as measured by said maximum capacity
2 of its diversion works and other facilities.

3 Each of the said parties, and their successors in
4 interest, having diversion rights as set forth above in the
5 Western Unit of the Raymond Basin Area shall have the right
6 in its discretion to spread the surface water diverted pursuant
7 to its respective right, and to recapture eighty percent
8 (80%) thereof by pumping, subject to and upon the following
9 terms and conditions.

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

19 (2) A metering device, or devices, shall be installed
20 and maintained by each diverting party at such party's expense
21 to measure all amounts of water diverted by such party for
22 spreading purposes. Such metering facilities, and the continued
23 accuracy thereof, shall be subject to the approval of the Water-
24 master and the Los Angeles County Flood Control District, and
25 all such measurements shall be available to them. The Water-
26 master, with such assistance as the Los Angeles County Flood
27 Control District may provide, shall determine and account for
28 all water diverted for spreading, the amount of water spread

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1 and available for recapture, and the amount so recaptured, and
2 shall include such determinations and accounting in its reports.

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

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

1 for appropriate action.

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

8 (6) For accounting purposes, the first water taken
9 from the Western Unit of the Raymond Basin Area during any
10 accounting year, by any party having made diversions for spread-
11 ing purposes during the previous accounting year, shall be con-
12 sidered by the Watermaster as water pumped pursuant to subpara-
13 graph (4) above, unless such water was pumped during the same
14 accounting year in which it was diverted and spread.

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

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

24 (9) These provisions concerning the right to spread
25 and recapture by pumping remain subject to the continuing
26 jurisdiction of the Court. Any additional costs incurred by
27 the Watermaster in making determinations, accountings, reports,
28 and monitoring of pumping as required in connection with such

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1 spreading and recapture of water shall be paid by the parties
2 diverting water for spreading in proportion to the amount of
3 water which each party diverts for such purpose. Such costs
4 shall be included as part "C" of the Watermaster's Annual
5 Budget.

6
7 III

8
9 Each and all of the rights of the parties hereto to
10 pump water from wells or otherwise take water from the ground
11 in said Raymond Basin Area are of equal priority and of the
12 same legal force and effect.

13
14 IV

15
16 Subject to the provisions of Paragraphs V, VI and
17 XXI hereof, each party hereto is the owner of the right to
18 pump water from wells or otherwise take water from the ground
19 in each of said units in the amount set forth opposite the
20 name of each party in the following table, which said right,
21 for convenience, is designated the "present unadjusted right":

22
23 PRESENT UNADJUSTED RIGHTS TO TAKE
24 WATER IN RAYMOND BASIN AREA

25 <u>Eastern Unit</u>	26 <u>Acre Feet Per Year</u>
27 Arcadia, City of	2,527
28 Sierra Madre, City of	1,264

29 / / /

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1	<u>Western Unit</u>	
2	Alhambra, City of	1,042
3	Arcadia, City of (including, as	2,141
4	successor, the rights of the	
	City of Monrovia)	
5	California American Water Company	2,324
6	(as successor to the California	
7	Water and Telephone Company, and	
	including, as successor, the rights	
	of the El Campo Mutual Water Company)	
8	Crown City Ice Company	0
9	East Pasadena Water Company (as	521
10	successor to the California-	
	Michigan Land and Water Company)	
11	Henry E. Huntington Library and Art	265
12	Gallery (as successor to Robert A.	
13	Millikan, et al., Trustees of the	
	Henry E. Huntington Library and Art	
	Gallery)	
14	Kinneloa Irrigation District (as	522
15	successor to the rights of Francis P.	
16	Graves, et al.; Ross M. Lockhart;	
17	A. V. Wagner; Mira Loma Mutual Water	
	Company; Canyon Mutual Water Company;	
	and Chesley E. and Kathleen M. Osborn)	
18	La Canada Irrigation District	101
19	Las Flores Water Company	252
20	Lincoln Avenue Water Company	573
21	May, Ernest Crawford, as Executor	0
22	of the Last Will and Testament of	
	Charles Heuston Hastings, deceased	
23	Milum Textile Services Company (as	111
24	successor to Royal Laundry and Dry	
	Cleaning Company)	
25	Pasadena Cemetery Association	92
26	Pasadena, City of (including, as	12,946
27	successor, the rights of the First	
	Trust and Savings Bank of Pasadena)	
28	/ / /	

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1 each of their agents, employees, attorneys, and any and all
2 persons acting by, through, or under them, are and each of
3 them is, subject to the terms of Paragraph XXI hereof,
4 hereby forever enjoined and restrained on and after July 1,
5 1944, as to all parties other than California-Michigan Land
6 and Water Company, and on and after July 1, 1945 as to said
7 California-Michigan Land and Water Company, from pumping or
8 otherwise taking from the ground in said Western Unit more
9 water than its decreed right in this Paragraph determined;
10 provided that a party may exceed its decreed right to the
11 extent that it has acquired and exercises the decreed right
12 of any other party, or as may become necessary in the case of
13 an emergency or temporarily for other reasonable cause as
14 determined by the Watermaster, taking into account the basin
15 supply, quality conditions, the impact on other parties, and
16 subject to such conditions as the Watermaster may impose,
17 including whether or not such excess extractions must be made
18 up in future years; and provided, however, that any of the
19 parties to this action may take in any twelve-month period
20 beginning July 1 for its own beneficial use, and for the
21 release of water for use by other parties or persons pursuant
22 to and in accordance with the Raymond Basin Area Water Exchange
23 Agreement for 1943 and amendment thereto, hereinafter referred
24 to, attached hereto and hereby made a part hereof, an amount
25 not exceeding one hundred ten percent (110%) of its decreed
26 right as fixed herein, plus any amount of allowable underpumping
27 as hereinafter provided. Any such extractions in excess of a
28 party's decreed right (not including any emergency or temporary

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1 extractions authorized by the Watermaster) shall be made up
2 in the following year, and the amount of water which a party
3 may take under its decreed right in that year shall be reduced
4 by an equivalent amount. If a party in any twelve-month
5 period, beginning July 1, takes less than its decreed right,
6 or less than the amount allowed after reduction for any
7 excess extractions, the amount of such underpumping, but not
8 exceeding ten percent (10%) of its decreed right or such
9 additional amount as the Watermaster may allow for an emergency
10 or other reasonable cause, may be carried over and taken
11 during the next succeeding year. The yearly period from
12 July 1 to June 30 hereby is adopted and shall be used in the
13 administration and enforcement of this Judgment.
14

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

	<u>Acra Feet Per Year</u>
17	
18 Alhambra, City of	1,031
19 Arcadia, City of (including, as 20 successor, the rights of the City of Monrovia)	2,118
21 California American Water Company (as successor to the California 22 Water and Telephone Company, and 23 including, as successor, the rights of the El Campo Mutual Water Company)	2,299
24 East Pasadena Water Company (as 25 successor to the California- Michigan Land and Water Company)	515
26 Henry E. Huntington Library and Art 27 Gallery (as successor to Robert A. 28 Millikan, et al., Trustees of the Henry E. Huntington Library and Art Gallery)	262

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1	Kinneloa Irrigation District (as	516
2	successor to the rights of Francis P.	
3	Graves, et al.; Ross M. Lockhart;	
4	A. V. Wagner; Mira Loma Mutual Water	
	Company; Canyon Mutual Water Company;	
	and Chesley E. and Kathleen M. Osborn)	
5	La.Canada Irrigation District	100
6	Las Flores Water Company	249
7	Lincoln Avenue Water Company	567
8	Milum Textile Services Company (as	110
9	successor to Royal Laundry and Dry	
	Cleaning Company)	
10	Pasadena Cemetery Association	91
11	Pasadena, City of (including, as	12,807
12	successor, the rights of the First	
	Trust and Savings Bank of Pasadena)	
13	Rubio Canon Land and Water Association	1,221
14	San Gabriel County Water District	1,091
15	Sunny Slope Water Company	1,558
16	Valley Water Company (including, as	797
17	successor, the rights of the	
	Flintridge Mutual Water Company)	
18	Total Western Unit	25,332

VI

21

22 The decreed right of each party hereto in said

23 Eastern Unit is as follows:

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

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

26 Each of said parties, and each of their agents,

27 employees, attorneys and any and all persons acting by,

28 through, or under them, are and each of them is subject to

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1 the terms of Paragraph XXI hereof, hereby forever enjoined
2 and restrained on and after July 1, 1944, as follows:

3 (1) From pumping or otherwise taking from the
4 ground in said Eastern Unit more water than its decreed right
5 in this Paragraph determined; provided that a party may
6 exceed its decreed right to the extent that it has acquired
7 and exercises the decreed right of any other party, or as may
8 become necessary in the case of an emergency or temporarily
9 for other reasonable cause as determined by the Watermaster,
10 taking into account the basin supply, quality condition, the
11 impact on other parties, and subject to such conditions as
12 the Watermaster may impose, including whether or not such
13 excess extractions must be made up in future years; and
14 provided, however, that any of the parties to this action may
15 take in any twelve-month period beginning July 1 for its own
16 beneficial use, and for the release of water for use by other
17 parties or persons pursuant to and in accordance with the
18 Raymond Basin Area Water Exchange Agreement for 1943 and
19 amendment thereto, hereinafter referred to, attached hereto
20 and hereby made a part hereof, an amount not exceeding one
21 hundred ten percent (110%) of its decreed right as fixed
22 herein, plus any amount of allowable underpumping as herein-
23 after provided. Any such extractions in excess of a party's
24 decreed right (not including any emergency or temporary
25 extractions authorized by the Watermaster) shall be made up
26 in the following year, and the amount of water which a party
27 may take under its decreed right in that year shall be reduced
28 by an equivalent amount. If a party in any twelve-month

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1 period, beginning July 1, takes less than its decreed right,
2 or less than the amount allowed after reduction for any
3 excess extractions, the amount of such underpumping, but not
4 exceeding ten percent (10%) of its decreed right or such
5 additional amount as the Watermaster may allow for an
6 emergency or other reasonable cause, may be carried over
7 and taken during the next succeeding year.

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

17 (3) From pumping or otherwise taking water from
18 the ground in said Eastern Unit in any year in excess of the
19 average amount pumped or taken therein during the period
20 1927-28 to 1937-38, to wit: 3,261 acre feet per annum,
21 during any year in which static groundwater level measurements,
22 made at the time of maximum high water table in the spring
23 season of each year, show that the average water table eleva-
24 tion in the area between Foothill Boulevard and Raymond Fault
25 and between a line 300 feet west of Rosemead Boulevard and a
26 line 100 feet east of Michillinde Avenue, less any increase
27 in such elevation that is attributable to any groundwater
28 storage program, is higher than that at the Arcadia group of

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1 wells designated as such on said map attached hereto and
2 located west of the intersection of Orange Grove and Santa
3 Anita Avenues in the City of Arcadia, this limitation to
4 apply only when the water table elevation at said group is
5 less than 500 feet above sea level, United States Geological
6 Survey datum.

7
8 VII

9
10 There is now and, so long as the requirements in sub-
11 paragraphs 2 and 3 of Paragraph VI hereof are fulfilled and
12 maintained, there will be no material movement of water across
13 the boundary between the Western Unit and the Eastern Unit.

14
15 VIII

16
17 Nothing in this Judgment contained shall be deemed
18 to modify the rights as between the defendants City of Sierra
19 Madre and City of Arcadia as set forth in that certain Judgment
20 entitled "The City of Sierra Madre, a municipal corporation, et
21 al., vs. The City of Arcadia, a municipal corporation," No.
22 209747 in the Superior Court of the State of California, in
23 and for the County of Los Angeles, entered on the 22nd day of
24 April, 1930, but in the exercise of such rights each of said
25 parties shall be subject to the express provisions of Para-
26 graph VI hereof.

27
28 / / /

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IX

1
2
3 A Watermaster shall be appointed by this Court to
4 serve at the pleasure of the Court to administer and enforce
5 the provisions of this Judgment, the Raymond Basin Area Water
6 Exchange Agreement of 1943 and amendment thereto, attached hereto
7 and made a part hereof, and the instructions and orders of this
8 Court, and if any such provisions, instructions or orders of
9 the Court, or any order, rule or direction of such Watermaster,
10 made in accordance with and for the enforcement of this Judg-
11 ment and said Agreement and amendment thereto, shall have
12 been disobeyed or disregarded, said Watermaster hereby is
13 empowered and authorized to report promptly to the Court such
14 fact and the circumstances connected therewith and leading
15 thereto.

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

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

X

23
24
25
26 There is hereby established a Raymond Basin Manage-
27 ment Board (sometimes hereafter called "Board") which shall
28 be the Watermaster. The Board shall have all of the rights,

1 and shall carry out all of the responsibilities, of the
2 Watermaster as provided in this Judgment. In addition, in
3 order to implement sound water management practices within
4 the framework of the rights of the parties as determined
5 herein, the Board shall have the powers set forth in Para-
6 graph XII.

7
8 XI

9
10 The Board shall be organized and constituted as
11 follows:

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

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

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

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

26 (5) Each member shall be appointed for a term of
27 one year, or until replaced. Members shall serve at the
28 pleasure of the appointing party, parties or body. No member

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1 shall be appointed by or represent more than one party or
2 group of parties. The Board shall select its own officers.
3 A quorum of the Board shall consist of six members, and the
4 Board may act by a majority of those members present at a
5 meeting. The Board shall meet at least quarterly, and all
6 parties to the action may attend. Minutes of the Board
7 meetings shall be kept and sent to all parties in the action.
8 The Board shall have the power to adopt such by-laws, rules
9 and regulations, not inconsistent with the terms of this
10 Judgment, as may be necessary for its own organization and
11 operation.

12
13 XII

14
15 The powers and responsibilities of the Raymond
16 Basin Management Board, as Watermaster and otherwise, shall
17 be exercised with a view toward protecting the long-term
18 quantity and quality of the groundwater supply; utilizing the
19 groundwater storage capacity of the basin for the maximum
20 advantage of the parties, without however causing significant
21 adverse impact upon any party; integrating to the extent
22 feasible the use of surface and groundwater supplies so as to
23 reduce costs, improve reliability of supply, and to protect
24 against drought; and to encourage the parties to cooperate in
25 the utilization of their respective water rights and water
26 systems for the mutual good. The Board shall have power:

27 (1) To contract with the California Department of
28 Water Resources, or with any other competent person or firm,

1 to perform all or part of the Watermaster functions.

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

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

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

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

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1 which it provides.

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

15
16 XIII

17
18 Each party hereto at its own expense shall:

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

24 (2) Measure and keep records of its production and
25 distribution in such manner as to show its use in, transfers
26 within, and exports of water from the Raymond Basin Area, or
27 any subdivision thereof, as required by the Watermaster;

28 / / /

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1 (3) Measure and record the depth to the water
2 table in all wells owned or operated by it within the Raymond
3 Basin Area once a month, or as required by the Watermaster.

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

18
19 XIV

20
21 In addition to other duties herein provided, the
22 Watermaster shall:

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

27 (2) Require all parties hereto to operate their
28 respective wells in a manner which will accomplish the stated

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1 purposes of said Agreement and amendment thereto, and will
2 effectuate this Judgment without placing undue burden on any
3 party; study separately pumping patterns in the Monk Hill
4 Basin, Pasadena Subarea, and the Eastern Unit, and report
5 recommendations thereon not less than twice each year; such
6 report shall recognize the right of each party to pump its
7 decreed right, but shall include recommendations as to whether
8 more or less water should be pumped from individual wells;
9 such recommendations shall be calculated to minimize inter-
10 ference among parties, to conserve energy, expense and local
11 water supplies, and to provide for the most efficient and
12 equitable use of groundwater in the Raymond Basin Area; such
13 recommendations shall be advisory only, and shall not be
14 binding upon the parties unless confirmed by order of this
15 Court.

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

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

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

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

15 (5) Make an annual report on or before September 1
16 of each year to the parties hereto of the scope of the Water-
17 master's work during the preceding fiscal year and a statement
18 of receipts and expenditures in appropriate detail, segregated
19 as to the items attributable to the administration of the
20 provisions of said Agreement and amendment thereto respecting
21 the release and receipt of water, and as to the items attri-
22 butable to the administration of the other provisions of said
23 Agreement and amendment thereto and to the enforcement of
24 this Judgment.

25
26 / / /

27 / / /

28 / / /

1
2
3 The cost of enforcing this Judgment or any order or
4 direction of this Court or of the Watermaster (other than
5 those with respect to the release and receipt of water in
6 accordance with the provisions of said Agreement and amendment
7 thereto) shall be borne by the parties in proportion to their
8 respective decreed rights as determined in Paragraphs V
9 and VI of this Judgment, and the Watermaster shall assess
10 such cost to each party accordingly.

11 Payment thereof shall be made by each party within
12 thirty (30) days after the annual budget shall have become
13 final and the service on such party by the Watermaster of a
14 statement of the amount due. If payment be not made within
15 said thirty (30) days, such payment shall be delinquent and
16 the Watermaster shall add a penalty of ten percent (10%)
17 thereof to said statement, and the amount of said statement
18 plus said penalty thereupon shall be due and payable. Payment
19 required of any party hereunder or under the terms of said
20 Agreement and amendment thereto may be enforced by execution
21 issued out of this Court or as may be provided by any order
22 hereinafter made by this Court. All payments and penalties
23 received by the Watermaster, except payments received on
24 account of the release and receipt of water, shall be deposited
25 by the Watermaster in a fund which shall be designated "The
26 Watermaster Service Fund" and shall be expended for the
27 administration of the Agreement and amendment thereto and the
28 enforcement of this Judgment in accordance with the annual

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1 budgets herein provided for. Any money remaining at the end
2 of any year shall be available for use the following year for
3 such Watermaster service. Money collected or received by the
4 Watermaster in connection with the release and receipt of
5 water under the provisions of said Agreement and amendment
6 thereto shall be deposited by him in a special deposit fund
7 and paid out by him in accordance with the provisions of said
8 Agreement and amendment thereto.

9
10 XVI

11
12 Any Watermaster ceasing to perform Watermaster
13 service hereunder immediately upon such cessation shall
14 deposit with the clerk of this Court all funds in his posses-
15 sion collected from the parties in accordance with this
16 Judgment or said Agreement and amendment thereto, and forth-
17 with shall serve upon the parties hereto and file with this
18 Court his final account and report, and shall deliver to his
19 successor, or as the Court may direct, all property and all
20 records or certified copies thereof.

21
22 XVII

23
24 Any party having objection to any determination or
25 finding made by the Watermaster, other than as provided in
26 subparagraph (4) of Paragraph XIV hereof, may make the same
27 in writing to the Watermaster within thirty (30) days after
28 the making of such determination or finding after first

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1 having served a copy of such objection upon each party, and
2 within thirty (30) days thereafter the Watermaster shall
3 consider said objection and shall amend or affirm his finding
4 or determination; any party objecting thereto within thirty
5 (30) days thereafter may file its objections with this Court,
6 bringing the same on for hearing before said Court within
7 sixty (60) days thereafter, or at such time as the Court may
8 direct, after first having served said objection upon each
9 party. The Court may affirm, modify, amend or overrule any
10 such finding or determination of the Watermaster.
11

12 XVIII

13
14 Within thirty (30) days after the appointment of
15 the Watermaster, each of the parties shall file with the
16 Watermaster and serve on each party the name and address of
17 the person to whom any notice, demand, request, objection or
18 the submission of any budget and the annual report is to be
19 made or given, and each of said parties may change the name
20 and address of said person from time to time by filing said
21 changed name and address with the Watermaster and by serving
22 a copy thereof upon each of the parties hereto.

23 Any notice, demand, request, objection or the
24 submission of a budget and the annual report required or
25 authorized by this Judgment or said Agreement and amendment
26 thereto to be given or made to or served upon any party or
27 the Watermaster, shall be delivered or mailed by registered
28 mail postage prepaid to the person so designated at the

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1 address last filed with the Watermaster. Such service by
2 mailing shall be complete at the time of the deposit in the
3 United States mail.

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

12
13 XIX
14

15 The agreement entered into by certain parties,
16 entitled "Raymond Basin Area Water Exchange Agreement of 1943"
17 and amendment thereto, a copy of which is attached hereto,
18 and each and all of its terms and provisions be, and the same
19 is and are hereby fully approved, and said Agreement and
20 amendment thereto is hereby expressly made a part of this
21 Judgment to the same purpose and effect as though said Agree-
22 ment and amendment thereto were at this point fully herein
23 written and set forth at length; provided, however, that
24 California-Michigan Land and Water Company, Sunny Slope Water
25 Company, and Ernest Crawford May, as Executor of the Last
26 Will and Testament of Charles Heuston Hastings, deceased, who
27 are not parties to said Agreement or amendment thereto, shall
28 not be bound by nor required to perform any of the provisions

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1 thereof, nor pay any part of the cost of administering or
2 enforcing said Agreement or amendment thereto; that the power
3 of the Court is hereby expressly made to underlie all of the
4 terms and provisions of said Agreement and amendment thereto
5 and the enforcement thereof, and that the parties thereto,
6 and each thereof, are hereby ordered to perform fully said
7 Agreement and amendment thereto and all of its said terms and
8 provisions.

9 No taking of water by any party under the provisions
10 of said Agreement and amendment thereto concerning the release
11 and receipt of water in any amount in excess of its decreed
12 right to pump or otherwise take water from the ground in the
13 Raymond Basin Area shall constitute a taking adverse to any
14 other party; nor shall any party have the right to plead the
15 statute of limitations or an estoppel against any other party
16 by reason of its said taking of water in the Raymond Basin
17 Area pursuant to a request for the release of water; nor
18 shall such release of water by any party constitute a for-
19 feiture or abandonment by such party of any part of its
20 decreed right to water; nor shall such release in any wise
21 constitute a waiver of such right, although such water, when
22 released under the terms of said Agreement and amendment
23 thereto, may be devoted to the public use of others; nor shall
24 such release of water by any such party in any wise obligate
25 any party so releasing to continue to release or furnish water
26 to any other party or its successor in interest, or to the
27 public generally, or to any part thereof, otherwise than as
28 provided in Article IV of said Agreement and amendment thereto.

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XX

In the event any party shall serve upon the parties and file with the Watermaster and with the Court a declaration of forfeiture or abandonment of its decreed right, or any part thereof, said party shall be relieved of the payment of further costs of administering the provisions of said Agreement and amendment thereto and enforcing this Judgment applicable to the right so forfeited or abandoned; provided that said relief from said further costs shall not become effective until the beginning of the next fiscal year for which a budget has not become final; and provided that said party making such forfeiture or abandonment shall pay to the Watermaster its proportion of such costs to the effective date of such relief from costs. The amount of water so abandoned or forfeited shall be available immediately for use by the parties in the proportions set forth in Paragraphs V and VI hereof, pending the time that any review shall have been made as provided for in Paragraph XXI hereof.

XXI

The Court hereby reserves jurisdiction and authority upon application of any party hereto, or upon its own motion, to review (1) its determination of the safe yield of either or both of said units of the Raymond Basin Area, or (2) the rights, in the aggregate, of all of the parties in either or both of said units as affected by the abandonment or forfeiture

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POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

1 of any right, in whole or in part, decreed herein, and by the
2 abandonment or forfeiture of any right by any other person or
3 entity, and, in the event material change be found or any
4 such abandonment or forfeiture be established, to adjudge
5 that the decreed right of each party to pump or otherwise
6 take water from the ground in the Raymond Basin Area shall be
7 changed proportionately in the same manner as originally
8 fixed herein; provided, however, that notice of such review
9 shall be served on all parties at least thirty (30) days
10 prior thereto and that the review of its determination of the
11 safe yield of either or both of said units of the Raymond
12 Basin Area shall be had not more frequently than at five (5)
13 year intervals after the date hereof. Except as provided
14 herein, and except as rights decreed herein may be abandoned
15 or forfeited by nonuser, in whole or in part, each and every
16 right decreed herein hereby is fixed as of the date hereof.
17

18 XXII

19
20 The Court hereby reserves jurisdiction and authority
21 at any time, upon application of any party, the Watermaster,
22 or upon its own motion, to make such modifications of, or
23 such additions to, the provisions of this Judgment, or to
24 make such further order or orders, as may be necessary or
25 desirable for the adequate enforcement, protection or preserva-
26 tion of the rights of the respective parties as declared in
27 this Judgment or as provided in said Agreement and amendment
28 thereto. The Court further reserves jurisdiction to make any

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POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

1 other and/or additional orders of sufficient kind and nature
2 to protect the waters in said Raymond Basin Area or any
3 portion thereof from contamination of the groundwater supply
4 from cesspool effluent or surface waters.
5

6 XXIII
7

8 The defendant California-Michigan Land and Water
9 Company is entitled to become a party to the Raymond Basin
10 Area Water Exchange Agreement of 1934 and thereby become
11 entitled to receive water upon the same terms and conditions
12 provided in said Agreement with respect to the several parties
13 thereto.
14

15 XXIV
16

17 The defendant Bradbury Estate Company, a corporation,
18 and Eugene E. Bean be and they hereby are dismissed without
19 costs.
20

21 XXV
22

23 None of the parties is entitled to recover its
24 costs as against any other party.
25

26 DATED: March 26, 1984

27 /s/ Robert M. Olson
28 JUDGE OF THE SUPERIOR COURT

APPENDIX A

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

CITY OF PASADENA, a municipal)
corporation,)
Plaintiff,)
v.)
CITY OF ALHAMBRA, a municipal)
corporation, et al.,)
Defendants.)

No. Pasadena C-1323
MODIFICATION OF
JUDGMENT

The motion of the Plaintiff City of Pasadena for an order that a review of the determination of the safe yield of both units of the Raymond Basin Area be had pursuant to Paragraph XXI of the Judgment entered herein having been granted and on November 17, 1950, the court having ordered that the matter be referred to the Department of Public Works, State of California, acting through the State Engineer, for an investigation and report, and the Report of Referee in said matter having been duly made and filed

with the Clerk of the above entitled court on October 5, 1954 in accordance with law and the motion of the Plaintiff City of Pasadena for an order approving and confirming the Report of Referee and for an adjudication of each party's pumping rights in said area based upon said Report of Referee having come on regularly for hearing on the 22nd day of April, 1955, at the hour of 1:45 P.M. in the courtroom of Department Pasadena "B" of said court, the Honorable Kurtz Kauffman, Judge Presiding; Notice of said motion having been duly served on all defendants and interested parties; and it appearing that no objections to the draft of Report of Referee were filed with said Referee and that no exceptions to the Report of Referee as filed herein were filed with the Clerk of the Court within the time allowed by law; and the court having heard said matter and having read and approved said Report of Referee and the court being fully advised in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I

That the Report of Referee filed herein October 5, 1954 be and the same hereby is approved, accepted and confirmed.

II

That under the conditions existing during 1951-52, the safe yield of the Eastern Unit of the Raymond Basin Area is 5,290 acre-feet per year which is an increase of 1,390 acre-feet over that obtained under 1937-38 conditions and the safe yield of the Western Unit of said area is 25,480 acre-feet per year which is

Western Unit in acre-feet is modified and changed to read as follows:

Alhambra, City of	1,031
Arcadia, City of	1,167
California-Michigan Land & Water Assn	515
California Water & Telephone Co.	2,248
Canyon Mutual Water Co.	127
Crown City Ice Co.	--
El Campo Mutual Water Co.	51
Graves, Francis P. et al	64
Huntington Library and Art Gallery	262
Kinneloa Canyon Estates, Inc.	87
La Canada Irrigation District	100
Las Flores Water Co.	249
Lincoln Avenue Water Co.	567
Mira Loma Mutual Water Co.	98
Monrovia, City of	951
Osborn, Chesley E. & Kathleen M.	62
Pasadena Cemetery Assn.	91
Pasadena, City of	12,807
Royal Laundry & Dry Cleaning Co.	110
Rubio Canon Land & Water Assn.	1,221
San Gabriel County Water District	1,091
Sunny Slope Water Co.	1,558
Valley Water Co.	797
Wagner, A. V.	78
Total Western Unit	25,332

That the decreed right to take water from the ground in said Eastern Unit in acre-feet per year is modified and changed as follows:

Arcadia, City of	3,526
Sierra Madre, City of	1,764
Total Eastern Unit	5,290

V

That the Judgment entered herein be and the same hereby is modified and changed in so far as the same relates to and incorporates Paragraph VII of the Raymond Basin Area Water Exchange Agreement of 1943 to provide that in the event the aggregate amount

an increase of 7,480 acre-feet over that under 1937-38 conditions, which latter conditions were considered and used in determining and adjudicating the decreed rights of the interested parties; and that under the conditions existing during 1951-52 the safe yield of the Monk Hill Basin, a subdivision of the Western Unit is 7,490 acre-feet which is an increase of 1,430 acre-feet over that under 1937-38 conditions;

That as of 1951-52 the amount of water pumped or otherwise taken by non-parties to this action in said Western Unit is 148 acre-feet per year of which one acre-foot is pumped from the Monk Hill Basin and that the amount of water pumped or otherwise taken by non-parties to this action in said Eastern Unit is none per year.

III

That the water rights of Flintridge Mutual Water Company have been acquired and are owned by the Valley Water Company; that the water rights of Ross M. Lockhart have been acquired and are owned by Kinneloa Canyon Estates, Inc.; and that the water rights of the First Trust and Savings Bank of Pasadena have been acquired and are owned by the City of Pasadena.

IV

That the decreed right of each party or successor to pump or otherwise take water from the ground in the Raymond Basin Area be and hereby is changed proportionately in the same manner as originally fixed in the Final Judgment entered in the within case. That the decreed right to take water from the ground in said

of released water taken in any such period by said six parties minus the sum of the total amount of water released in the Western Unit by the City of Pasadena in the same period and the total amount of water released by one or more of said parties exceeds 1.47 per cent of the safe yield of the Monk Hill Basin, computed to the nearest acre-foot, the City of Pasadena shall be paid as undue cost Ten Dollars (\$10.00) per acre-foot by said six parties for each acre-foot of such excess as provided in Article X thereof.

VI

That this modification of judgment shall take effect and shall become operative on the 1st day of July 1955 on which date the parties may commence to exercise the decreed rights specified in Paragraph IV herein.

The Clerk is ordered to enter this modification of judgment.

DATED: April 29th, 1955.

Kurtz Kauffman
Judge of the Superior Court