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APPENDIX F

MAIN BASIN JUDGMENT/  
RAYMOND BASIN  
JUDGMENT

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

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT

Plaintiff,

vs.

CITY OF ALHAMBRA, et al,

Defendants.

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No. 924128

AMENDED JUDGMENT  
(and Exhibits Thereto),

Honorable Florence T. Pickard  
Assigned Judge Presiding

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

JUDGMENT AS AMENDED AUGUST 24, 1989

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10 UPPER SAN GABRIEL VALLEY )  
MUNICIPAL WATER DISTRICT, )  
11 )  
Plaintiff, )  
12 )  
13 vs. )  
14 CITY OF ALHAMBRA, et al., )  
15 Defendants.. )  
16 \_\_\_\_\_ )

No. 924128  
AMENDED JUDGMENT  
(And Exhibits Thereto)

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25 HONORABLE FLORENCE T. PICKARD

26 Assigned Judge Presiding

27 DEPARTMENT 38

28 August 24, 1989

AMENDED JUDGMENT  
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EXHIBITS

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

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Exhibits Continued

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

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY	)	
MUNICIPAL WATER DISTRICT,	)	No. 924128
	)	
Plaintiff,	)	AMENDED JUDGMENT
	)	
vs.	)	
	)	
CITY OF ALHAMBRA, et al.,	)	
	)	
Defendants.	)	Hearing: August 24, 1989
	)	Department 38, 9:00 A.M.

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

I. INTRODUCTION

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

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10	UPPER SAN GABRIEL VALLEY )	
11	MUNICIPAL WATER DISTRICT, )	No. 924128
	Plaintiff, )	AMENDED JUDGMENT
12	)	
13	vs. )	
14	CITY OF ALHAMBRA, et al., )	
15	Defendants. )	Hearing: August 24, 1989
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17 The Petition of the MAIN SAN GABRIEL BASIN WATERMASTER  
18 for this AMENDED JUDGMENT herein, came on regularly for hearing  
19 in this Court before the HONORABLE FLORENCE T. PICKARD, ASSIGNED  
20 JUDGE PRESIDING, on August 24, 1989; Ralph B. Helm appeared as  
21 attorney for Watermaster - Petitioner; and good cause appearing,  
22 the following ORDER and AMENDED JUDGMENT are, hereby, made:

23 I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 (dd) Responsible Agency -- (Prior Judgment Section 4

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

10 (1) Upper District -- Upper San Gabriel

11 Valley Municipal Water District, a member public agency of  
12 The Metropolitan Water District of Southern California  
13 (MWD).

14 (2) San Gabriel District -- San Gabriel Valley

15 Municipal Water District, which has a direct contract with  
16 the State of California for State Project Water.

17 (3) Three Valleys District -- Three Valleys

18 Municipal Water District, formerly, "Pomona Valley  
19 Municipal Water District", a member public agency of MWD.

20 (ee) Stored Water -- (Prior Judgment Section 4 (dd))

21 Supplemental Water stored in the Basin pursuant to a contract  
22 with Watermaster as authorized by Section 34(m).

23 (ff) Supplemental Water -- (Prior Judgment Section 4

24 (ee)) Nontributary water imported through a Responsible Agency.

25 (gg) Transporting Parties -- (Prior Judgment Section 4

26 (ff)) Any party presently transporting water (i.e., during the  
27 12 months immediately preceding the making of the findings  
28 herein) from the Relevant Watershed or Basin to an area outside

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

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

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

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

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

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

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

1 Rights of Certain Diverters.

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

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

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

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

8 Exhibit "H" -- Watermaster Operating Criteria.

9 Exhibit "J" -- Puente Narrows Agreement.

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

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

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

19 II. DECREE

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

22 A. DECLARATION OF HYDROLOGIC CONDITIONS

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

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

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

9                                   B. DECLARATION OF RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 21. Overlying Rights. (Prior Judgment Section 14.5)

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

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

16 C. INJUNCTION

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

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

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

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

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

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

13 D. CONTINUING JURISDICTION

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

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

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

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

9 E. WATERMASTER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 (3) determination by Watermaster of, and

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

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

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

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

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

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

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

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

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

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

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

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

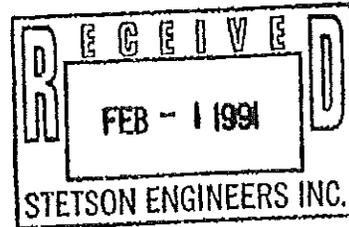
13 (e) Decision. The decision of the Court in such  
14 proceeding shall be an appealable Supplemental Order in  
15 this case. When the same is final, it shall be binding  
16 upon the Watermaster and the parties.

17 **F. PHYSICAL SOLUTION**

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

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

1 Ralph B. Helm - Bar No. 022004  
2 4605 Lankershim Boulevard, #214  
3 North Hollywood, CA 91602  
4 Telephone (818) 769-2002  
5 Attorney for Watermaster - Petitioner



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

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

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

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

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

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

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

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

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

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

17 IT IS, HEREBY, ORDERED:

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

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

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

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

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

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

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

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

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

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

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

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

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

16 Dated: January 29, 1991.

17  
18 /s/Florence T. Pickard  
19 FLORENCE T. PICKARD  
20 Judge of the Superior Court,  
21 Specially Assigned  
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1 order that Watermaster may be free to utilize both existing and  
2 new and developing technological, social and economic concepts  
3 for the fullest benefit of all those dependent upon the Basin,  
4 it is essential that the Physical Solution hereunder provide for  
5 maximum flexibility and adaptability. To that end, the Court  
6 has retained continuing jurisdiction to supplement the broad  
7 discretion herein granted to the Watermaster.

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

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

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

9 42. Basin Operating Criteria. (Prior Judgment Section 34)

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

16 43. Determination of Operating Safe Yield. (Prior

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 G. MISCELLANEOUS PROVISIONS

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

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

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

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

18 Until said pipeline is built and capable of delivering a  
19 minimum of twenty-eight thousand eight-hundred (28,800) acre  
20 feet of State Project water per year, defendant cities of  
21 Alhambra, Azusa, and Monterey Park shall pay to Watermaster each  
22 Fiscal Year a Replacement Assessment at a uniform rate  
23 sufficient to purchase Replenishment Water when available,  
24 which rate shall be declared by San Gabriel District.  
25 When water is available through said pipeline, San Gabriel  
26 District shall make the same available to Watermaster, on his  
27 reasonable demand, at said specified rate per acre foot.  
28 Interest accrued on such funds shall be paid to San Gabriel

1 District.

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

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

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

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

1 designation filed by that party.

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

11 (1) a Transporting Party, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

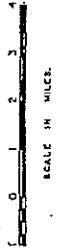
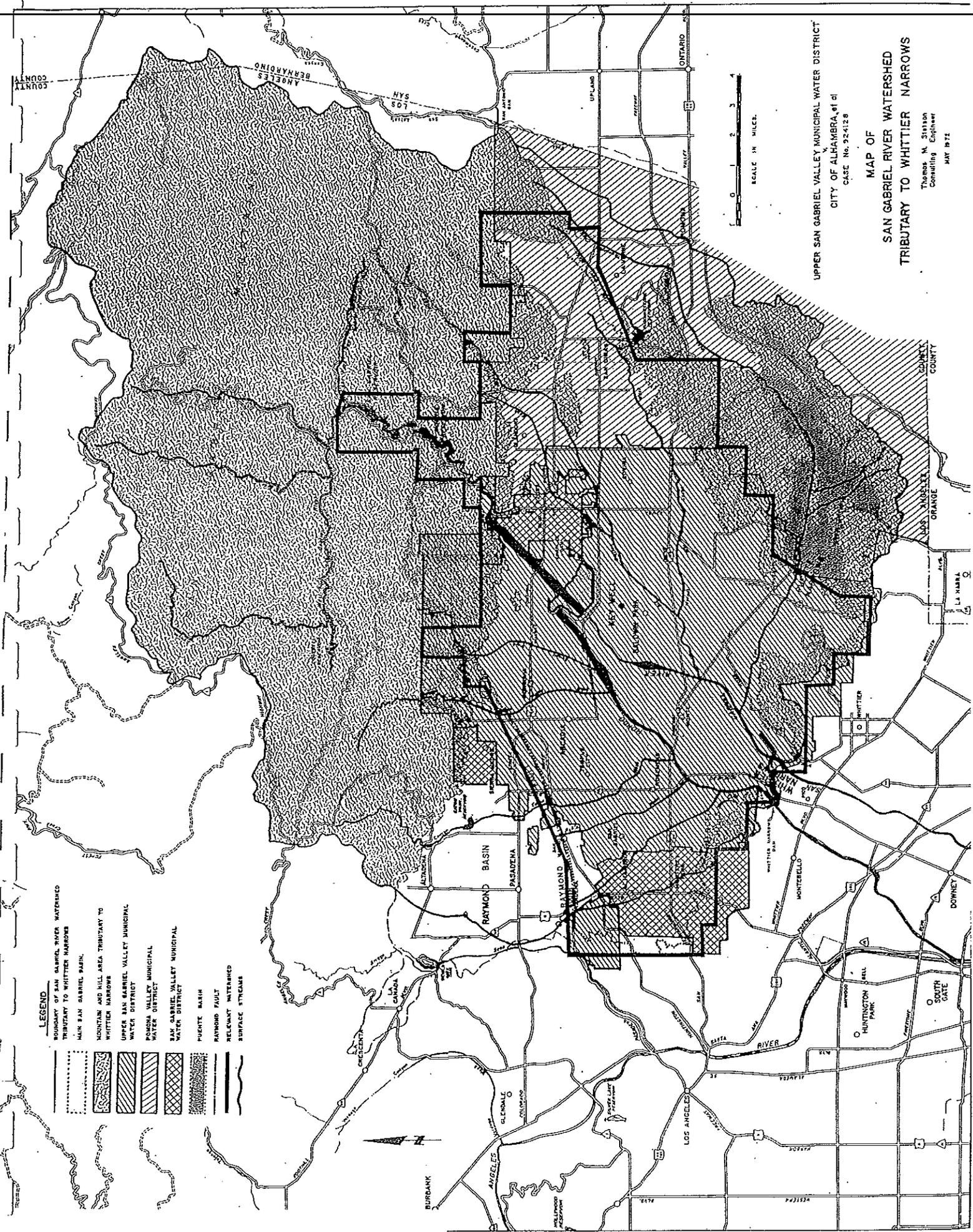
10 60. Costs. (Prior Judgment Section 52) No party shall  
11 recover any costs in this proceeding from any other party.

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

14 DATED: August 24, 1989.

15  
16 s/ Florence T. Pickard  
17 Florence T. Pickard, Judge  
18 Specially Assigned  
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- LEGEND**
- BOUNDARY OF SAN GABRIEL RIVER WATERSHED
  - BOUNDARY OF WHITTIER NARROWS
  - MAIN SAN GABRIEL BASIN
  - SOUTHEAST HILL AREA TRIBUTARY TO WHITTIER NARROWS
  - UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
  - POMONA VALLEY MUNICIPAL WATER DISTRICT
  - SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
  - PIEDMONT BASIN
  - RAYMOND BASIN
  - RELEVANT WATERSHED
  - SURFACE STYCLAS



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

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

Thomas N. Strain  
 Consulting Engineer  
 MAY 1971

Exhibit "B"

BOUNDARIES OF RELEVANT WATERSHED

The following described property is located in Los Angeles County, State of California:

Beginning at the Southwest corner of Section 14, Township 1 North, Range 11 West, San Bernardino Base and Meridian;

Thence Northerly along the West line of said Section 14 to the Northwest corner of the South half of said Section 14;

Thence Easterly along the North line of the South half of Section 14 to the East line of said Section 14;

Thence Northerly along the East line of said Section 14, Township 1 North, Range 11 West and continuing Northerly along the East line of Section 11 to the Northeast corner of said Section 11;

Thence Easterly along the North line of Section 12 to the Northeast corner of said Section 12;

Thence Southerly along the East line of said Section 12 and continuing Southerly along the East line of Section 13 to the Southeast corner of said Section 13, said corner being also the Southwest corner of Section 18, Township 1 North, Range 10 West;

Thence Easterly along the South line of Sections 18, 17, 16 and 15 of said Township 1 North, Range 10 West to the Southwest corner of Section 14;

Thence Northerly along the West line of Section 14 to the Northwest corner of the South half of Section 14;

Thence Easterly along the North line of the South half of Section 14 to the East line of said section;

Thence Northerly along the East line of said Section 14, and continuing Northerly along the West line of Section 12 of said Township 1 North, Range 10 West to the North line of said Section 12;

Thence Easterly along the North line of said Section 12, to the Northeast corner of said Section 12, said corner being also the Southwest corner of Section 6, Township 1 North, Range 9 West;

Thence Northerly along the West line of said Section 6 and continuing Northerly along West line of Sections 31 and 30, Township 2 North, Range 9 West to the Westerly prolongation of the North line of said Section 30;

Thence Easterly along said Westerly prolongation of the North line of said Section 30 and continuing Easterly along the North line of Section 29 to the Northeast corner of said Section 29;

Thence Southerly along the East line of said Section 29 and continuing Southerly along the East line of Section 32, Township 2 North, Range 9 West, and thence continuing Southerly along the East line of Section 5, Township 1 North, Range 9 West to the Southeast corner of said Section 5;

Thence Westerly along the South line of said Section 5 to the Southwest corner of said Section 5, said point being also the Northwest corner of Section 8;

Thence Southerly along the West line of said Section 8 and continuing Southerly along the West line of Section 17, to the Southwest corner of said Section 17, said corner being also the Northwest corner of Section 20;

Thence Easterly along the North line of Sections 20 and 21 to the Northwest corner of Section 22, said corner being also the Southwest corner of Section 15;

Thence Northerly along the West line of said Section 15 to the Northwest corner of the South half of said Section 15;

Thence Easterly along the North line of said South half of Section 15 to the Northeast corner of said South half of Section 15;

Thence Southerly along the East line of Section 15 and continuing Southerly along the East line of Section 22 to the Southeast corner of said Section 22, said point being also the Southwest corner of Section 23;

Thence Easterly along the South line of Sections 23 and 24 to the East line of the West half of said Section 24;

Thence Northerly along said East line of the West half of Section 24 to the North line thereof;

Thence Easterly along said North line of Section 24 to the Northeast corner thereof, said point also being the Northwest corner of Section 19, Township 1 North, Range 8 West;

Thence continuing Easterly along the North line of Section 19 and Section 20 of said Township 1 North, Range 8 West to the Northeast corner of said Section 20;

Thence Southerly along the East line of Sections 20, 29 and 32 of said Township 1 North, Range 8 West to the Southeast corner of said Section 32;

Thence Westerly along the South line of Section 32 to the Northwest corner of the East half of Section 5, Township 1 South, Range 8 West;

Thence Southerly along the West line of the East half of said Section 5 to the South line of said Section 5;

Thence West to the East line of the Northerly prolongation of Range 9 West;

Thence South  $67^{\circ} 30'$  West to an intersection with the Northerly prolongation of the West line of Section 27, Township 1 South, Range 9 West;

Thence Southerly along the Northerly prolongation of said West line of Section 27 and continuing Southerly along the West line of Section 27 to the Southwest corner of said Section 27, said point being also the Southeast corner of Section 28;

Thence Westerly along the South line and Westerly projection of the South line of said Section 28 to the Northerly prolongation of the West line of Range 9 West;

Thence Southerly along said prolongation of the West line of Range 9 West to the Westerly prolongation of the North line of Township 2 South;

Thence Westerly along said Westerly prolongation of the North line of Township 2 South, a distance of 8,500 feet;

Thence South a distance of 4,500 feet;

Thence West a distance of 10,700 feet;

Thence South 29° West to an intersection with the Northerly prolongation of the West line of Section 20, Township 2 South, Range 10 West;

Thence Southerly along said Northerly prolongation of the West line of said Section 20 and continuing Southerly along the West line of Section 20 to the Southwest corner of said Section 20;

Thence South a distance of 2,000 feet;

Thence West a distance of two miles, more or less, to an intersection with the East line of Section 26, Township 2 South, Range 11 West;

Thence Northerly along said East line of Section 26 and continuing Northerly along the East line of Section 23, Township 2 South, Range 11 West to the Northeast corner of said Section 23;

Thence Westerly along the North line of said Section 23 to the Northwest corner thereof, said point being also the Southeast corner of Section 15, Township 2 South, Range 11 West;

Thence Northerly and Westerly along the East and North lines, respectively, of said Section 15, Township 2 South, Range 11 West, to the Northwest corner thereof;

Thence continuing Westerly along the Westerly prolongation of said North line of Section 15, Township 2 South, Range 11 West to an intersection with a line parallel to and one mile East of the West line of Range 11 West;

Thence Northerly along said parallel line to an intersection with the Northerly boundary of the City of Pico Rivera as said City of Pico Rivera existed on July 17, 1970;

Thence Westerly along said City boundary to an intersection with the East line of Range 12 West;

Thence Northerly along said East line of Range 12 West to the North line of Township 2 South;

Thence Westerly along the North line of Township 2 South to an intersection with the Southerly prolongation of the East line of the West half of Section 26, Township 1 South, Range 12 West;

Thence Northerly along said Southerly prolongation of said East line of the West half of said Section 26 to the Southeast corner of said West half;

Thence Westerly along the South line of Sections 26, 27 and 28, Township 1 South, Range 12 West, to the Southeast corner of Section 29, Township 1 South, Range 12 West;

Thence Northerly along the East line of said Section 29 to the Northeast corner of the South half of said Section 29;

Thence Westerly along the North line of the South half of said Section 29 to the Northwest corner thereof;

Thence Northerly along the West line of Sections 29, 20, 17 and 8, Township 1 South, Range 12 West;

Thence continuing Northerly along the Northerly prolongation of the West line of Section 8, Township 1 South, Range 12 West to an intersection with the North line of Township 1 South;

Thence Easterly along said North line of Township 1 South to the Northeast corner of Section 3, Township 1 South, Range 12 West;

Thence North  $64^{\circ} 30'$  East to an intersection with the West line of Section 23, Township 1 North, Range 11 West;

Thence Northerly along the West line of said Section 23 to the Northwest corner thereof, said point being the Southwest corner of Section 14, Township 1 North, Range 11 West and said point being also the point of beginning.

Exhibit "C"

TABLE  
SHOWING BASE  
ANNUAL DIVERSION  
RIGHTS OF CERTAIN  
DIVERTERS

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

Exhibit "D"

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

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

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

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

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Covell, et al. (Successor to Rittenhouse, Catherine and Rittenhouse, James) (Held in common with Jobe, Darr; Goedert, Lillian E.; Goedert, Marion W.; Lakin, Kendall R.; Lakin, Kelly R.; Snyder, Harry)	111.05	0.05619
Covina, City of (Transferred to Covina Irrigating Company)	2,507.89	1.26895
(Transferred to Covina Irrigating Company)	1,734.00	0.87737
	<u>300.00</u>	<u>0.15179</u>
	473.89	0.23979
Covina-Valley Unified School District (Transferred to Anderson, Ray)	0	0
Crevolin, A. J.	2.25	0.00114
Crocker National Bank, Executor of the Estate of A. V. Handorf (Transferred to Modern Accent Corp.)	0	0
Cross Water Company (Transferred to City of Industry)	0	0
Crown City Plating Company (Successor to Anchor Plating Co., Inc.)	190.00	0.09614
	<u>10.00</u>	<u>0.00506</u>
	200.00	0.10120
Davidson Optronics, Inc.	22.00	0.01113
Dawes, Mary Kay (Successor to Bahnsen, Betty M.)	441.90	0.22359
Del Rio Mutual Water Company	199.00	0.10069
Denton, Kathryn W., Trustee for San Jose Ranch Company (Transferred to White, June G., Trustee of the June G. White Share of the Garnier Trust)	0	0
Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs. (Successor to Sawpit Farms, Ltd.) (Transferred to Banks, Gale C.)	0	0
Driftwood Dairy	163.80	0.08288
Duhalde, L. (Transferred to El Monte Union High School District)	0	0

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

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

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

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

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

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

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

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Southwestern Portland Cement Company (Successor to Azusa Western, Inc.)	742.00	0.37544
Speedway 605, Inc.	0	0
Standard Oil Company of California	2.00	0.00101
Sterling Mutual Water Company	120.00	0.06072
Stoody, Virginia A., Co-Trustee for the Estate of Winston F. Stoody (See Security Pacific National Bank, Co-Trustee)	-	-
Suburban Water Systems (Formerly Southwest Suburban Water) (Successor to:	20,462.47	10.35370
Hollenbeck Street Water Company	646.39	0.32706
La Grande Source Water Company	1,078.00	0.54545
La Puente Cooperative Water Co.	1,210.90	0.61270
Valencia Valley Water Company	651.50	0.32965
Victoria Mutual Water Company	469.60	0.23761
Cal Fin	118.10	0.05976
Murphy Ranch Mutual Water Co.	<u>223.23</u>	<u>0.11295</u>
	24,860.19	12.57888
Sully-Miller Contracting Company (Successor to Blue Diamond Concrete Materials Division, The Flintkote Co.)	1,399.33	0.70804
Sunny Slope Water Company	2,228.72	1.12770
Taylor Herb Garden (Transferred to Covina Irrigating Company)	0	0
Texaco, Inc.	50.00	0.02530
Thompson, Earl W. (Held in common with Thompson, Mary) (Transferred to Rosemead Development, Ltd.)	0	0
Thompson, Mary (See Thompson, Earl W.)	-	-
Tyler Nursery	3.21	0.00162
United Concrete Pipe Corporation (See U. S. Pipe & Foundry Company)	-	-

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

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

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

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

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

Exhibit "F"

TABLE SHOWING  
SPECIAL CATAGORY RIGHTS

<u>PARTY</u>	<u>Nature of Right</u>
The Metropolitan Water District of Southern California	<u>Morris Reservoir Storage and Withdrawal</u> (a) A right to divert, store and use San Gabriel River Water, pursuant to Permit No. 7174.  (b) Prior and paramount right to divert 72 acre-feet annually to offset Morris Reservoir evaporation and seepage losses and to provide the water supply necessary for presently existing incidental Morris Dam facilities.
Los Angeles County Flood Control District (Now Los Angeles County Department of Public Works)	<u>Puddingstone Reservoir</u> Prior Prescriptive right to divert water from San Dimas Wash for storage in Puddingstone Reservoir in quantities sufficient to offset annual evaporation and seepage losses of the reservoir at approximate elevation 942.

Exhibit "G"

TABLE SHOWING  
NON-CONSUMPTIVE USERS

<u>Party</u>	<u>Nature of Right</u>
Covina Irrigating Company Azusa Valley Water Company Azusa Agricultural Water Co. Azusa Foot-Hill Citrus Co. Monrovia Nursery Company	<u>"Committee-of-Nine" Spreading Right</u> To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to spread in spreading grounds within the Basin all water thus diverted without the right to recapture water in excess of said parties' rights as adjudicated in Exhibit "E".
California-American Water Company (Duarte System)	<u>Spreading Right</u> To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to continue to divert water from Fish Canyon and to spread said waters in its spreading grounds in the Basin without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
City of Glendora	<u>Spreading Right</u> To continue to spread the water of Big and Little Dalton Washes, pursuant to License No. 2592 without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
San Gabriel Valley Protective Association	<u>Spreading Right</u> To continue to spread San Gabriel River water pursuant to License Nos. 9991 and 12,209, without the right to recapture said water.
California Cities Water Company	<u>Spreading Right</u> To continue to spread waters from San Dimas Wash without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
Los Angeles County Flood Control District	<u>Temporary storage</u> of storm flow for regulatory purposes;  <u>Spreading and conservation</u> for general benefit in streambeds, reservoirs and spreading grounds without the right to recapture said water.  <u>Maintenance and operation</u> of dams and other flood control works.

EXHIBIT "H"

WATERMASTER OPERATING CRITERIA

1. Basin Storage Capacity. The highest water level at the end of a water year during the past 40 years was reached at the Key Well on September 30, 1944 (elevation 316). The State of California, Department of Water Resources, estimates that as of that date, the quantity of fresh water in storage in the Basin was approximately 8,600,000 acre-feet. It is also estimated by said Department that by September 30, 1960, the quantity of fresh water in storage had decreased to approximately 7,900,000 acre-feet (elevation 237) at the Key Well).

The lowest water level at the end of a water year during the past 40 years was reached at the Key Well on September 30, 1965 (elevation 209). It is estimated that the quantity of fresh water in storage in the Basin on that date was approximately 7,700,000 acre-feet.

Thus, the maximum utilization of Basin storage was approximately 900,000 acre-feet, occurring between September 30, 1944, and September 30, 1965 (between elevations 316 and 209 at the Key Well). This is not to say that more than 900,000 acre-feet of storage space below the September 30, 1944 water levels cannot be utilized. However, it demonstrates that pumpers have deepened their wells and lowered their pumps so that such 900,000 acre-feet of storage can be safely and economically utilized.

The storage capacity of the Basin between elevations of 200 and 250 at the Key Well represents a usable volume of approximately 400,000 acre-feet of water.

2. Operating Safe Yield and Spreading. Watermaster in determining Operating Safe Yield and the importation of Replacement Water shall be guided by water level elevations in the Basin. He shall give recognition to, and base his operations on, the following general objectives insofar as practicable:

- (a) The replenishment of ground water from sources of supplemental water should not cause excessively high levels of ground water and such replenishment should not cause undue waste of local water supplies.
- (b) Certain areas within the Basin are not at the present time capable of being recharged with supplemental water. Efforts should be made to provide protection to such areas from excessive ground water lowering either through the "in lieu" provisions of the Judgment or by other means.
- (c) Watermaster shall consider and evaluate the long-term consequences on ground water quality, as well as quantity, in determining and establishing Operating Safe Yield. Recognition shall be given to the enhancement of ground water quality insofar as practicable, especially in the area immediately upstream of Whittier Narrows where degradation of water quality may occur when water levels at the Key Well are maintained at or below elevation 200.
- (d) Watermaster shall take into consideration the comparative costs of supplemental and Make-up Water in determining the savings on a present value basis of temporary or permanent lowering or raising of water levels and other economic data and analyses indicating both the short-term and long-term

propriety of adjusting Operating Safe Yield in order to derive optimum water levels during any period. Watermaster shall utilize the provisions in the Long Beach Judgment which will result in the least cost of delivering Make-up Water.

3. Replacement Water -- Sources and Recharge Criteria. The following criteria shall control purchase of Replacement Water and Recharge of the Basin by Watermaster.

(a) Responsible Agency From Which to Purchase. Watermaster, in determining the Responsible Agency from which to purchase supplemental water for replacement purposes, shall be governed by the following:

- (1) Place of Use of Water which is used primarily within the Basin or by cities within San Gabriel District in areas within or outside the Basin shall control in determining the Responsible Agency. For purposes of this subparagraph, water supplied through a municipal water system which lies chiefly within the Basin shall be deemed entirely used within the Basin; and
- (2) Place of production of water shall control in determining the Responsible Agency as to water exported from the Basin, except as to use within San Gabriel District.

Any Responsible Agency may, at the request of Watermaster, waive its right to act as the source for such supplemental water, in which case Watermaster shall be free to purchase such water from the remaining Responsible Agencies which are the most beneficial and appropriate sources; provided, however, that a Responsible Agency shall not

authorize any sale of water in violation of the California Constitution.

(b) Water Quality. Watermaster shall purchase the best quality of supplemental water available for replenishment of the Basin, pursuant to subsection (a) hereof.

(c) Reclaimed Water. It is recognized that the technology and economic and physical necessity for utilization of reclaimed water is increasing. The purchase of reclaimed water in accordance with the Long Beach Judgment to satisfy the Make-up Obligation is expressly authorized. At the same time, water quality problems involved in the reuse of water within the Basin pose serious questions of increased costs and other problems to the pumpers, their customers and all water users. Accordingly, Watermaster is authorized to gather information, make and review studies, and make recommendations on the feasibility of the use of reclaimed water for replacement purposes; provided that no reclaimed water shall be recharged in the Basin by Watermaster without the prior approval of the court, after notice to all parties and hearing thereon.

4. Replacement Assessment Rates. The Replacement Assessment rates shall be in an amount calculated to allow Watermaster to purchase one acre-foot of supplemental water for each acre-foot of excess Production to which such Assessment applies.

EXHIBIT "J"

PUENTE NARROWS AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of May, 1972, by and between PUENTE BASIN WATER AGENCY, herein called "Puente Agency", and UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, herein called "Upper District".

A. RECITALS

1. Puente Agency. Puente Agency is a joint powers agency composed of Walnut Valley Water District, herein called "Walnut District", and Rowland Area County Water District, herein called "Rowland District". Puente Agency is formed for the purpose of developing and implementing a ground water basin management program for Puente Basin. Pursuant to said purpose, said Agency is acting as a representative of its member districts and of the water users and water right claimants therein in the defense and maintenance of their water rights within Puente Basin.

2. Upper District. Upper District is a municipal water district overlying a major portion of the Main San Gabriel Basin. Upper District is plaintiff in the San Gabriel Basin Case, wherein it seeks to adjudicate rights and implement a basin management plan for the Main San Gabriel Basin.

3. Puente Basin is a ground water basin tributary to the Main San Gabriel Basin. Said area was included within the scope of the San Gabriel Basin Case and substantially

all water rights claimants within Puente Basin were joined as defendants therein. The surface contribution to the Main San Gabriel Basin from Puente Basin is by way of the paved flood control channel of San Jose Creek, which passes through Puente Basin from the Pomona Valley area. Subsurface outflow is relatively limited and moves from the Puente Basin to the Main San Gabriel Basin through Puente Narrows..

4. Intent of Agreement. Puente Agency is prepared to assure Upper District that no activity within Puente Basin will hereafter be undertaken which will (1) interfere with surface flows in San Jose Creek, or (2) impair the subsurface flow from Puente Basin to the Main San Gabriel Basin. Walnut District and Rowland District, by operation of law and by express assumption endorsed hereon, assume the covenants of this agreement as a joint and several obligation. Based upon such assurances and the covenants hereinafter contained in support thereof, Upper District consents to the dismissal of all Puente Basin parties from the San Gabriel Basin Case. By reason of said dismissals, Puente Agency will be free to formulate a separate water management program for Puente Basin.

#### B. DEFINITIONS AND EXHIBITS

5. Definitions. As used in this Agreement, the following terms shall have the meanings herein set forth:

(a) Annual or Year refers to the fiscal year July 1 through June 30.

(b) Base Underflow. The underflow through

Exhibit "J"

Puente Narrows which Puente Agency agrees to maintain, and on which accrued debits and credits shall be calculated.

(c) Make-up Payment. Make-up payments shall be an amount of money payable to the Watermaster appointed in the San Gabriel Basin Case, sufficient to allow said Watermaster to purchase replacement water on account of any accumulated deficit as provided in Paragraph 9 hereof.

(d) Puente Narrows. The subsurface geologic constriction at the downstream boundary of Puente Basin, located as shown on Appendix "B".

(e) Main San Gabriel Basin, the ground water basin shown and defined as such in Exhibit "A" to the Judgment in the San Gabriel Basin Case.

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

6. Appendices. Attached hereto and by this reference made a part hereof are the following appendices:

"A" --- Location Map of Puente Basin, showing major geographic, geologic, and hydrologic features.

"B" --- Map of Cross-Section Through Puente Narrows, showing major physical features and location of key wells.

Exhibit "J"

"C" -- Engineering Criteria, being a description of a method of measurement of subsurface outflow to be utilized for Watermaster purposes.

C. COVENANTS

7. Watermaster. There is hereby created a two member Watermaster service to which each of the parties to this agreement shall select one consulting engineer. The respective representatives on said Watermaster shall serve at the pleasure of the governing body of each appointing party and each party shall bear its own Watermaster expense.

a. Organization. Watermaster shall perform the duties specified herein on an informal basis, by unanimous agreement. In the event the two representatives are unable to agree upon any finding or decision, they shall select a third member to act, pursuant to the applicable laws of the State of California. Thereafter, until said issue is resolved, said three shall sit formally as a board of arbitration. Upon resolution of the issue in dispute, the third member shall cease to function further.

b. Availability of Information. Each party hereto shall, for itself and its residents and water users, use its best efforts to furnish all appropriate information to the Watermaster in order that the required determination can be made.

Exhibit "J"

c. Cooperation With Other Watermasters. Watermaster hereunder shall cooperate and coordinate activities with the Watermasters appointed in the San Gabriel Basin Case and in Long Beach v. San Gabriel Valley Water Company, et al.

d. Determination of Underflow. Watermaster shall annually determine the amount of underflow from Puente Basin to the San Gabriel Basin, pursuant to Engineering Criteria.

e. Perpetual Accounting. Watermaster shall maintain a perpetual account of accumulated base underflow, accumulated subsurface flow, any deficiencies by reason of interference with surface flows, and the offsetting credit for any make-up payments. Said account shall annually show the accumulated credit or debit in the obligation of Puente Agency to Upper District.

f. Report. Watermaster findings shall be incorporated in a brief written report to be filed with the parties and with the Watermaster in the San Gabriel Basin Case. Said report shall contain a statement of the perpetual account heretofore specified.

8. Base Underflow. On the basis of a study and review of historic underflow from Puente Basin to the Main San Gabriel Basin, adjusted for the effect of the paved flood control channel and other relevant considerations, it is

Exhibit "J"

mutually agreed by the parties that the base underflow is and shall be 580 acre feet per year, calculated pursuant to Engineering Criteria.

9. Puente Agency's Obligation. Puente Agency covenants, agrees and assumes the following obligation hereunder:

a. Noninterference with Surface Flow. Neither Puente Agency nor any persons or entities within the corporate boundaries of Walnut District or Rowland District will divert or otherwise interfere with or utilize natural surface runoff now or hereafter flowing in the storm channel of San Jose Creek; provided, however, that this covenant shall not prevent the use, under Watermaster supervision, of said storm channel by the Puente Agency or Walnut District or Rowland District for transmission within Puente Agency of supplemental or reclaimed water owned by said entities and introduced into said channel solely for transmission purposes. In the event any unauthorized use of surface flow in said channel is made contrary to the covenant herein provided, Puente Agency shall compensate Upper District by utilizing any accumulated credit or by make-up payment in the same manner as is provided for deficiencies in subsurface outflow from Puente Basin.

b. Subsurface Outflow. To the extent that

Exhibit "J"

the accumulated subsurface outflow falls below the accumulated base underflow and the result thereof is an accumulated deficit in the Watermaster's annual accounting, Puente Agency agrees to provide make-up payments during the next year in an amount not less than one-third of the accumulated deficit.

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

10. Puente Basin Parties Dismissal. In consideration of the assumption of the obligation hereinabove provided by Puente Agency, Upper District consents to entry of dismissals as to all Puente Basin parties in San Gabriel Basin Case. This agreement shall be submitted for specific approval by the Court and a finding that it shall operate as full satisfaction of any and all claims by the parties within Main San Gabriel Basin against Puente Basin parties by reason of historic surface and subsurface flow.

Exhibit "J"

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

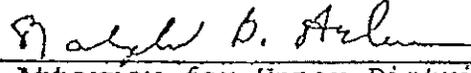
Approved as to form:  
CLAYSON, STARK, ROTHROCK & MANN

By   
Attorneys for Puente Agency

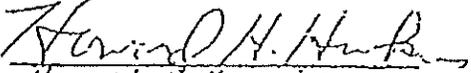
PUENTE BASIN AGENCY

By   
EDMOND M. BIEDERMAN  
President

Approved as to form:

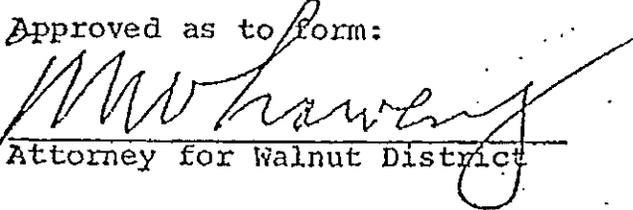
By   
Attorney for Upper District

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT

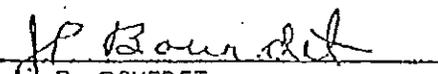
By   
Howard H. Hawkins  
President

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

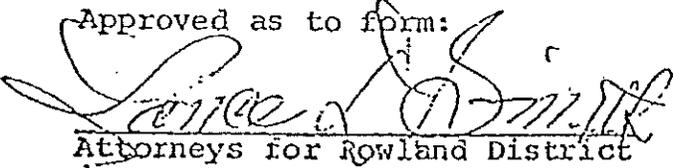
Approved as to form:

  
Attorney for Walnut District

WALNUT VALLEY WATER DISTRICT

By   
J. P. BOURDET  
Vice President

Approved as to form:

  
Attorneys for Rowland District

ROWLAND AREA COUNTY WATER  
DISTRICT

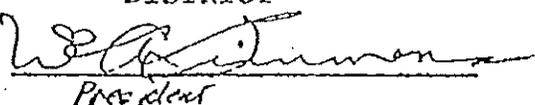
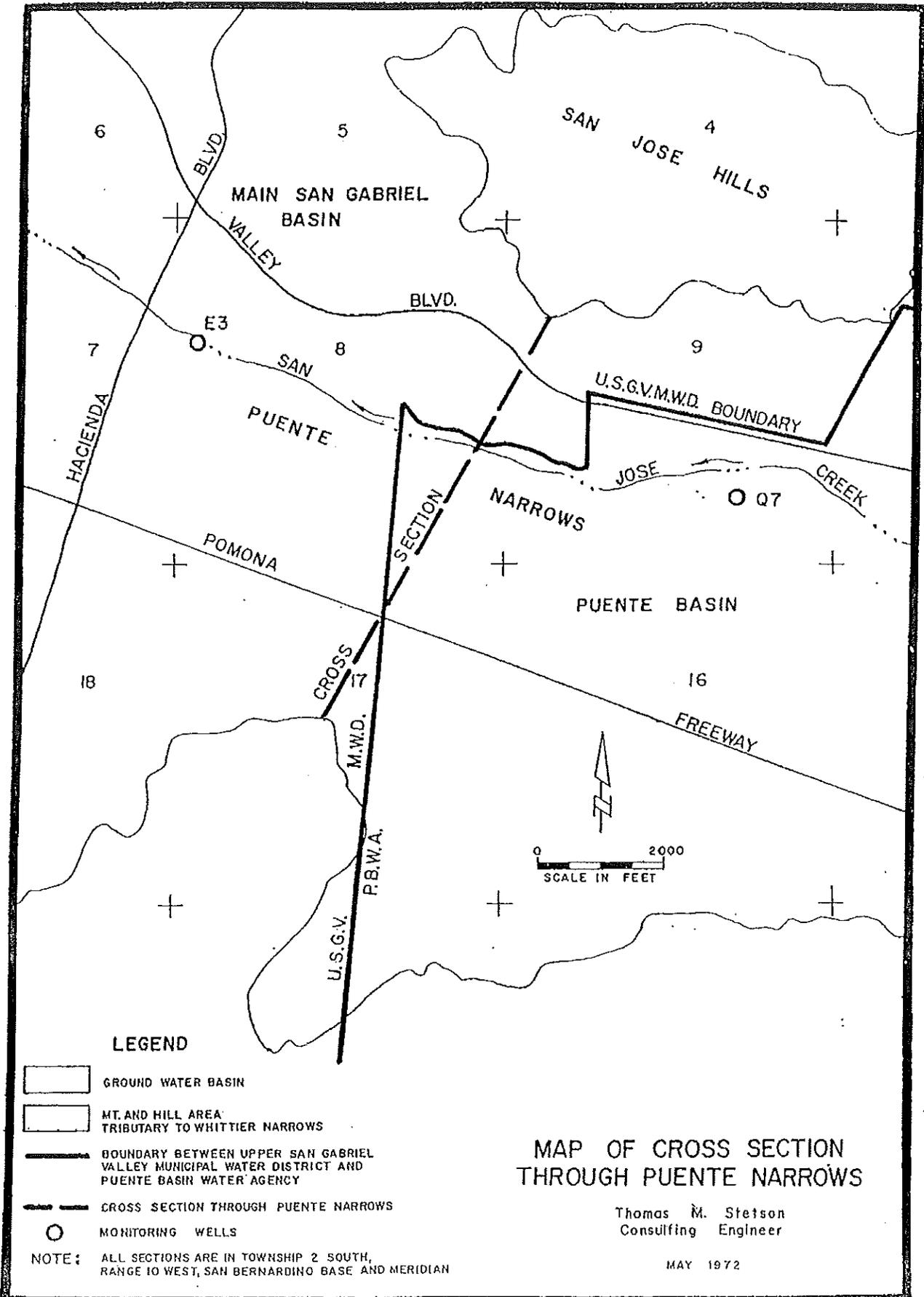
By   
President  
Wm. A. Simons

Exhibit "J"





**LEGEND**

-  GROUND WATER BASIN
-  MT. AND HILL AREA TRIBUTARY TO WHITTIER NARROWS
-  BOUNDARY BETWEEN UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT AND PUENTE BASIN WATER AGENCY
-  CROSS SECTION THROUGH PUENTE NARROWS
-  MONITORING WELLS

NOTE: ALL SECTIONS ARE IN TOWNSHIP 2 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN

**MAP OF CROSS SECTION THROUGH PUENTE NARROWS**

Thomas M. Stetson  
Consulting Engineer

MAY 1972

ENGINEERING CRITERIA

APPENDIX "C"

1. Monitoring Wells. The wells designated as State Wells No. 2S/10W-9Q7 and 2S/10W-8E3 and Los Angeles County Flood Control District Nos. 3079M and 3048B, respectively, shall be used to measure applicable ground water elevations. In the event either monitoring well should fail or become unrepresentative, a substitute well shall be selected or drilled by Watermaster. The cost of drilling a replacement well shall be the obligation of the Puente Agency.

2. Measurement. Each monitoring well shall be measured and the ground water elevation determined semi-annually on or about April 1 and October 1 of each year. Prior to each measurement, the pump shall be turned off for a sufficient period to insure that the water table has recovered to a static or near equilibrium condition.

3. Hydraulic Gradient. The hydraulic gradient, or slope of the water surface through Puente Narrows, shall be calculated between the monitoring wells as the difference in water surface elevation divided by the distance, approximately 9,000 feet, between the wells. The hydraulic gradient shall be determined for the spring and fall and the average hydraulic gradient calculated for the year.

4. Ground Water Elevation at Puente Narrows Cross Section. The ground water elevation at the Puente Narrows

APPENDIX "C"

Exhibit "J"

cross section midway between the monitoring wells shall be the average of the ground water elevation at the two wells. This shall be determined for the spring and fall and the average annual ground water elevation calculated for the year.

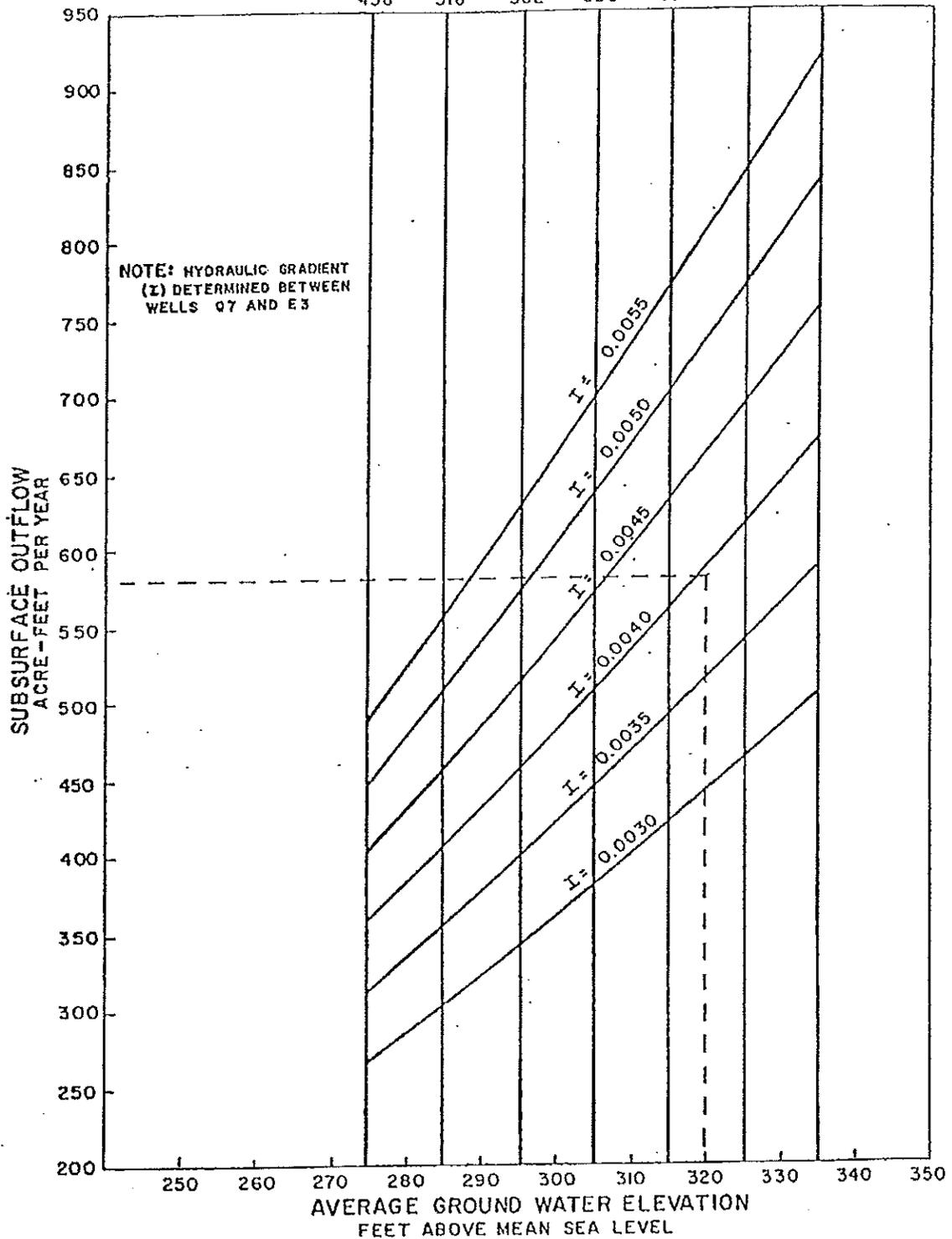
5. Determination of Underflow. The chart attached is a photo-reduction of a full scale chart on file with the Watermaster. By applying the appropriate average annual hydraulic gradient (I) to the average annual ground water elevation at the Puente Narrows cross section (involving the appropriate cross-sectional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

APPENDIX "C"

Exhibit "J"

CROSS-SECTIONAL AREA  
THOUSANDS OF SQUARE FEET

458 518 582 650 717 786 860



RELATIONSHIP OF AVERAGE GROUND WATER ELEVATION AT PUENTE NARROWS AND APPLICABLE CROSS-SECTIONAL AREA WITH SUBSURFACE OUTFLOW THROUGH PUENTE NARROWS FOR VARIOUS HYDRAULIC GRADIENTS

Thomas M. Stelson  
Consulting Engineer

MAY 1972

EXHIBIT "K"

OVERLYING RIGHTS

I. NATURE OF OVERLYING RIGHT

An "Overlying Right" is the right to Produce water from the Main San Gabriel Basin for use on the overlying lands hereinafter described. Such rights are exercisable without quantitative limit only on said overlying land and cannot be separately conveyed or transferred apart therefrom. The exerciser of such right is assessable by Watermaster as provided in Paragraph 21 of the Amended Judgment herein (prior Paragraph 14.5 of the Judgment herein) and is subject to the other provisions of said Paragraph.

II. OVERLYING LANDS (Description)

The overlying lands to which Overlying Rights are appurtenant are described as follows:

"Those portions of Lots 1 and 2 of the lands formerly owned by W.A. Church, in the Rancho San Francisquito, in the City of Irwindale, County of Los Angeles, State of California, as shown on recorder's filed map No. 509, in the office of the County Recorder of said County, lying northeasterly of the northeasterly line and its southeasterly prolongation of Tract 1888, as shown on map recorded in Book 21 page 183 of Maps, in the office of the County Recorder of said County.

"EXCEPT the portions thereof lying northerly and northwesterly of the center line of Arrow Highway described 'Sixth' and the center line of Live Oak Avenue described 'Third' in a final decree of condemnation, a certified copy of which was recorded August 18, 1933 as Instrument No. 354, in Book 12289, Page 277, Official Records.

"ALSO EXCEPT that portion of said land described in the final decree of condemnation entered in Los Angeles County Superior Court Case No. 805008, a certified copy of which was recorded September 21, 1964, as Instrument No. 3730, in Book D-2634, Page 648, Official Records."

III. PRODUCERS ENTITLED TO EXERCISE OVERLYING RIGHTS AND THEIR RESPECTIVE CONSUMPTIVE USE PORTIONS

The persons entitled to exercise Overlying Rights are both the owners of Overlying Rights and persons and entities licensed by such owners to exercise such Overlying Rights. The persons entitled to exercise Overlying Rights and their respective Consumptive Use portions are as follows:

<u>OWNER PRODUCERS</u>	<u>CONSUMPTIVE USE PORTION</u>
BROOKS GIFFORD, SR. BROOKS GIFFORD, JR. PAUL MNOIAN JOHN MGRDICHIAN J. EARL GARRETT	3.5 acre-feet per year

Present User:  
Nu-Way Industries

PRODUCERS UNDER LICENSE

A. WILLIAM C. THOMAS and EVELYN F. THOMAS, husband and wife, and MALCOLM K. GATHERER and JACQUELINE GATHERER, husband and wife, doing business by and through B & B REDI-I-MIX CONCRETE, INC., a corporation	45.6 acre-feet per year
B. PRE-STRESS CRANE RIGGING & TRUCK CO., INC., a corporation	<u>1.0</u> acre-foot per year

Present Users:  
Pre-Stress Crane Rigging &  
Truck Co., Inc., a corporation

Total 50.1 acre-feet per year

IV. ANNUAL GROSS AMOUNT OF PRODUCTION FROM WHICH CONSUMPTIVE USE PORTIONS WERE DERIVED 183.65 acre-feet

Exhibit "L"

LIST OF PRODUCERS AND THEIR DESIGNEES  
June, 1989

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

Exhibit "L"

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

Exhibit "L"

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

Exhibit "L"

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

Exhibit "L"

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

Exhibit "M"

WATERMASTER MEMBERS

FOR CALENDAR YEAR 1973

ROBERT T. BALCH (Producer Member), Chairman  
LINN E. MAGOFFIN (Producer Member), Vice Chairman  
RICHARD L. ROWLAND (Producer Member), Secretary  
BOYD KERN (Public Member), Treasurer  
WALKER HANNON (Producer Member)  
HOWARD H. HAWKINS (Public Member)  
M. E. MOSLEY (Producer Member)  
CONRAD T. REIBOLD (Public Member)  
HARRY C. WILLS (Producer Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1974

ROBERT T. BALCH (Producer Member), Chairman  
LINN E. MAGOFFIN (Producer Member), Vice Chairman  
RICHARD L. ROWLAND (Producer Member), Secretary  
BOYD KERN (Public Member), Treasurer  
WALKER HANNON (Producer Member)  
BURTON E. JONES (Public Member)  
M. E. MOSLEY (Producer Member)  
CONRAD T. REIBOLD (Public Member)  
HARRY C. WILLS (Producer Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1975

ROBERT T. BALCH (Producer Member), Chairman  
LINN E. MAGOFFIN (Producer Member), Vice Chairman  
HARRY C. WILLS (Producer Member), Secretary  
BOYD KERN (Public Member), Treasurer  
WALKER HANNON (Producer Member)  
BURTON E. JONES (Public Member)  
D. J. LAUGHLIN (Producer Member)  
M. E. MOSLEY (Producer Member)  
CONRAD T. REIBOLD (Public Member)

STAFF

Carl Fossette, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1976

ROBERT T. BALCH (Producer Member), Chairman  
LINN E. MAGOFFIN (Producer Member), Vice Chairman  
HARRY C. WILLS (Producer Member), Secretary  
BOYD KERN (Public Member), Treasurer  
WALKER HANNON (Producer Member)  
BURTON E. JONES (Public Member)  
D. J. LAUGHLIN (Producer Member)  
M. E. MOSLEY (Producer Member)  
CONRAD T. REIBOLD (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1977

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

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Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1979

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L. E. MOELLER (Producer Member)

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ALFRED F. WITTIG (Public Member)

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Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1983

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L. E. MOELLER (Producer Member)  
ALFRED R. WITTIG (Public Member)

STAFF

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

FOR CALENDAR YEAR 1984

LINN E. MAGOFFIN (Producer Member), Chairman  
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman  
ROBERT G. BERLIEN (Producer Member), Secretary  
CONRAD T. REIBOLD (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member)  
DONALD F. CLARK (Public Member)  
ANTON C. GARNIER (Producer Member)  
L. E. MOELLER (Producer Member)  
ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1985

LINN E. MAGOFFIN (Producer Member), Chairman  
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman  
ROBERT G. BERLIEN (Producer Member), Secretary  
CONRAD T. REIBOLD (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member)  
DONALD F. CLARK (Public Member)  
ANTON C. GARNIER (Producer Member)  
L. E. MOELLER (Producer Member)  
ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1986

LINN E. MAGOFFIN (Producer Member), Chairman  
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman  
ROBERT G. BERLIEN (Producer Member), Secretary  
CONRAD T. REIBOLD (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member)  
DONALD F. CLARK (Public Member)  
L. E. MOELLER (Producer Member)  
REGINOLD A. STONE (Producer Member)  
ALFRED R. WITTIG (Public Member)

STAFF

Jane M. Bray, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1987

LINN E. MAGOFFIN (Producer Member), Chairman  
REGINALD A. STONE (Producer Member), Vice Chairman  
L. E. MOELLER (Producer Member), Secretary  
ALFRED R. WITTIG (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member)  
GERALD J. BLACK (Producer Member)  
DONALD F. CLARK (Public Member)  
EDWARD R. HECK (Producer Member)  
JOHN E. MAULDING (Public Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1988

LINN E. MAGOFFIN (Producer Member), Chairman  
REGINALD A. STONE (Producer Member), Vice Chairman  
L. E. MOELLER (Producer Member), Secretary  
ALFRED R. WITTIG (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member)  
GERALD J. BLACK (Producer Member)  
DONALD F. CLARK (Public Member)  
EDWARD R. HECK (Producer Member)  
JOHN E. MAULDING (Public Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1989

LINN E. MAGOFFIN (Producer Member), Chairman  
REGINALD A. STONE (Producer Member), Vice Chairman  
GERALD G. BLACK (Producer Member), Secretary  
ALFRED R. WITTIG (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member) \*  
DONALD F. CLARK (Public Member)  
EDWARD R. HECK (Producer Member)  
BURTON E. JONES (Public Member)  
NELS PALM (Producer Member) \*\*  
THOMAS E. SCHOLLENBERGER (Producer Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

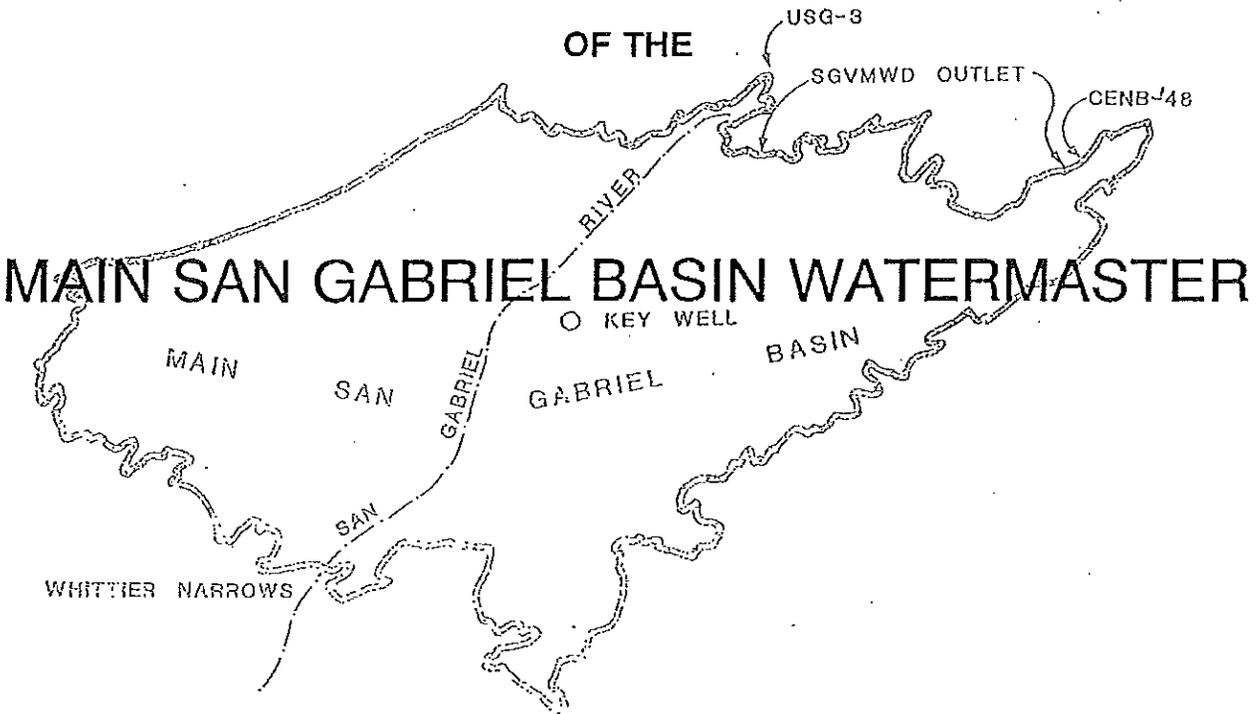
\* DECEASED APRIL 25, 1989

\*\* Appointed August 24, 1989, for the balance of the calendar year term, to replace deceased member, Robert T. Balch.

WATERMASTERS:  
Linn E. Magoffin, Chairman  
Reginald A. Stone, Vice Chairman  
Gerard J. Black, Secretary  
Nels Palm, Treasurer  
Royall K. Brown  
Richard W. Cantwell  
Burton E. Jones  
C. Robert Kelsner  
A. A. Krueger

John E. Maudling, Executive Officer  
Ralph B. Holm, Attorney  
Thomas M. Stetson, Engineer

### RULES AND REGULATIONS



UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT VS. CITY OF ALHAMBRA, ET AL  
CASE NO. 924128 - LOS ANGELES COUNTY

AS AMENDED  
OCTOBER 7, 1992  
RESOLUTION NO. 10-92-99

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RULES AND REGULATIONS OF  
MAIN SAN GABRIEL BASIN WATERMASTER

(As Revised, Amended, and Readopted by Resolution No. -92- , Adopted  
, 1992)

---

The definitions set forth in the Judgment in Los Angeles County Superior Court Civil Action No. 924128, entitled, "Upper San Gabriel Valley Municipal Water District v. City Alhambra, et al," as amended (Judgment herein), as well as additional definitions relating specifically to Section 28 of these Rules and Regulations, are used herein with the same meanings and are listed in Appendix "A" hereof.

1. Offices and Records. Watermaster's offices and records shall be maintained at:

425 East Huntington Drive, Suite 200

Monrovia, California 91016,

Telephone (818) 305-1500

Telefax (818) 305-1506

Said records shall be available for inspection by any Party during regular business hours. Copies of said records may be had upon payment of the costs of the duplication thereof and of any preparation costs pertaining thereto.

2. Watermaster Meetings and Holidays. Regular meetings of Watermaster shall be held at 1:30 P.M. on the first Wednesday of each and every month in the Council Chambers of the City of Monrovia, 415 South Ivy Avenue, Monrovia, California 91016.

(a) Holidays. The following holidays shall be observed by

Watermaster:

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- January 1 (New Year's Day);
- The third Monday in January (Martin Luther King's Birthday);
- The third Monday in February (Presidents' Day);
- The last Monday in May (Memorial Day);
- July 4 (Independence Day);
- The first Monday in September (Labor Day);
- The second Monday in October (Columbus Day);
- November 11 (Veterans' Day);
- The fourth Thursday and the following Friday in November  
Thanksgiving);
- December 25 (Christmas Day);
- Each employee's individual birthday, to be taken as a holiday during the month of such birthday as approved by the Executive Officer; and one floating holiday each year, to be designated by the Executive Officer.

(1) If January 1, July 4, November 11, or December 25, fall on a Sunday, the Monday following shall be that holiday and if any of said dates fall on a Saturday, the preceding Friday shall be that holiday.

(2) When any regular meeting of Watermaster shall fall on a hereinabove designated Watermaster holiday (excepting employees' birthdays and said floating holiday), said regular meeting shall be held on the next succeeding regular business day

1 at the same time and at the same place as the said regularly  
2 scheduled meeting.

3 (b) Meeting Changes. Any changes in the time or place of said regular  
4 meeting shall be in compliance with the Judgment.

5 (c) Special Meetings. Special meetings of Watermaster may be called  
6 at any time by the Chairman or Vice-Chairman or by any three (3) members of  
7 Watermaster, by written notice in compliance with the Judgment. The calling  
8 notice shall specify the time and place of the special meeting and the business to  
9 be transacted. No other business shall be considered at such meetings.  
10

11 (d) Adjournment. Any meeting of Watermaster may be adjourned to  
12 a time and place specified in the Order of Adjournment. Less than a quorum of  
13 Watermaster, or Watermaster's Secretary or Executive Officer, may so adjourn  
14 from time to time. A copy of the Order or Notice of Adjournment shall be  
15 conspicuously posted on or near the door of the place where the meeting was held  
16 or to be held, within twenty-four (24) hours after the adoption of the Order of  
17 Adjournment.  
18

19 3. Quorum of Watermaster, Necessary Votes for Action and Roll Call of  
20 Votes. Five (5) members of Watermaster shall constitute a quorum for the transaction of  
21 its affairs. Action by the affirmative vote of five (5) members shall constitute action by  
22 the Watermaster, except that the affirmative vote of six (6) members shall be required:  
23 (a) to enter into any Cyclic Storage Agreement; or (b) to approve the purchase, spreading  
24 or injection of Supplemental Water for Ground Water recharge.  
25

26 Any member of Watermaster may request a roll call vote on any question  
27 or motion considered and the ayes and noes thereon shall be recorded in the minutes of  
28

1 the meeting.

2 4. Agenda of Watermaster Meetings. Any person requesting that a matter be  
3 considered by Watermaster for action thereon, shall request the same in writing directed  
4 to Watermaster's Executive Officer for inclusion on the Agenda of the next scheduled  
5 meeting to be held at least ten (10) days after receipt of said request.

6 5. Conduct of Meetings -- Roberts' Rules of Order. For the conduct of  
7 Watermaster meetings, Roberts' Rules of Order shall be followed and, without consent  
8 of Watermaster, the priorities of Watermaster business shall be that stated in the Agenda  
9 for a particular meeting.

10 6. Organization of Watermaster. At its first meeting each year, Watermaster  
11 shall elect a Chairman and Vice Chairman from its membership. It shall also select a  
12 Secretary and a Treasurer and may select such assistants as may be appropriate, any of  
13 whom may, but need not be, members of Watermaster.

14 7. Minutes. Minutes of all Watermaster meetings shall be kept, which shall  
15 reflect all actions taken. Draft copies thereof shall be furnished to any Party who files  
16 a request therefor in writing with Watermaster. Said draft copies of minutes shall  
17 constitute notice of any Watermaster action therein reported and failure of a Party herein  
18 to request copies thereof shall constitute his waiver of notice.

19 8. Designee to Receive Future Notices. Each Party who has not heretofore  
20 made a designation of the name and address of the person who shall receive service upon  
21 and delivery to Parties of various papers shall file with the Court, with proof of service  
22 of a copy thereof upon Watermaster, a written designation of the person to whom and the  
23 address at which all future notices, determinations, requests, demands, objections, reports  
24 and other papers and processes to be served upon that Party or delivered to the Party are  
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1 to be so served or delivered.

2 (a) Substitute Designee. A later substitute designation filed and served in  
3 the same manner by any Party shall be effective from the date of filing as to any  
4 future notices, determinations, requests, demands, objections, reports and other  
5 papers and processes to be served upon or delivered to that Party.

6 (b) Service upon Designee. Delivery to or service upon any Party by  
7 Watermaster, by any other Party, or by the Court, of any item required to be  
8 served upon or delivered to a Party under or pursuant to the Judgment herein may  
9 be by deposit in the mail, first class, postage prepaid, addressed to the latest  
10 Designee of the Party to be served and at the address of said latest designation  
11 filed by that Party.

12 (c) List of Designees. Watermaster shall maintain a current list of Party  
13 Designees to receive notices under the Judgment.

14 9. Election of Producer Representatives.

15 (a) Notice of Nomination Election. Watermaster shall annually give thirty  
16 (30) days notice to all Parties that an election shall be held at Watermaster's  
17 regularly scheduled meeting in November of each year, for the purpose of  
18 nominating Producer representatives to Watermaster.

19 (b) Voting. Nominations of six (6) Producer representatives shall be by  
20 cumulative voting in person or by proxy, with each Producer entitled to one (1)  
21 vote for each one hundred (100) acre-feet, or portion thereof, owned by him, of  
22 Base Annual Diversion Right, Prescriptive Pumping Right or Integrated Production  
23 Right, as defined in the Judgment. When the names placed in nomination exceed  
24 the number of representatives to be elected, votes shall be cast by ballot using  
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1 official ballot forms provided by Watermaster.. Each ballot form must list the  
2 Producer and Designee or proxy holder casting the vote, the Producer's voting  
3 entitlement, the names of the nominees for whom the votes have been cast, and  
4 the number of votes cast for each nominee.

5 (c) Conduct of Elections. Prior to the nomination of Producer  
6 representatives, the Chairman shall appoint tellers to conduct the election. Such  
7 tellers may include any member of Watermaster staff to monitor the canvassing  
8 and counting of votes. The tellers shall distribute the ballots, and, at the  
9 conclusion of the balloting, collect the ballots, retire to tabulate the votes, and  
10 promptly report the results of the election to the Parties present at the election.  
11

12 (1) In the event there is a challenge to the declared election  
13 results, the Chairman shall appoint three (3) Producer Parties as  
14 election inspectors who shall recount the election ballots and  
15 immediately certify the results of such election to Watermaster and  
16 others present at the election.  
17

18 (2) All ballots shall be considered confidential, and no ballot or  
19 information thereon shall be disclosed except to the appointed  
20 tellers and election inspectors, without the express permission of  
21 the Producer casting the ballot.  
22

23 10. Vacancy on Watermaster and Replacement. In the event of a vacancy on  
24 Watermaster, a successor shall be nominated at a special meeting of Watermaster and  
25 Producers to be called by Watermaster within ninety (90) days in the case of a Producer  
26 representative or by the action of the appropriate District Board of Directors in the case  
27 of a Public Representative. Subject to approval and appointment by the Court, such  
28

1 successor Watermaster shall fill the unexpired term of the Watermaster member replaced.

2 11. Watermaster Action Subject to Court Review. Any action, decision, rule  
3 or procedure of Watermaster shall be subject to review by the Court on its own motion  
4 or on timely petition or motion for an Order to Show Cause by any Party, as follows:

5 (a) Effective Date of Watermaster Action. Any order, decision or  
6 action of Watermaster shall be deemed to have occurred on the date that written  
7 notice thereof is mailed. Mailing of draft copies of Watermaster minutes which  
8 contain such order, decision, action, or contemplated action, to the Parties  
9 requesting the same shall constitute such notice to all Parties, as of the date of  
10 such mailing.  
11

12 (b) Notice of Motion. Any Party may, by a regularly noticed motion,  
13 petition the Court for a review of any Watermaster action or decision. Notice of  
14 such motion shall be mailed to Watermaster and to the Designees of all Parties.  
15 Unless ordered by the Court, such petition shall not operate to stay the effect of  
16 such Watermaster action.  
17

18 (c) Time for Motion. Within thirty (30) days of mailing of Notice of  
19 Watermaster Determination of Operating Safe Yield together with a statement of  
20 each Producer's entitlement thereunder, any affected Party may, by a regularly  
21 noticed motion, Petition the Court for an Order to Show Cause for review of said  
22 Watermaster findings, determination or entitlement and thereupon the Court shall  
23 hear Objections thereto and settle such dispute.  
24

25 Notice of motion to review any other Watermaster action or decision shall  
26 be served and filed within ninety (90) days after such Watermaster action or  
27 decision.  
28

1 (d) De Novo Nature of Proceedings. Upon filing of such motion for  
2 hearing, the Court shall notify the Parties of the date for taking evidence and  
3 argument, and shall review *de novo* the question at issue on the date designated.  
4 The Watermaster decision or action shall have no evidentiary weight in such  
5 proceedings.

6 (e) Decision. The decision of the Court in such proceedings shall be  
7 an appealable Supplemental Order in this case. When the same is final, it shall  
8 be binding upon the Watermaster and the Parties.

9  
10 12. Water Measuring Devices and Meter Test Program. Parties producing in  
11 excess of five (5) acre-feet per year shall, pursuant to these uniform rules, install and  
12 maintain in good operating condition, at the cost of each such Party, such necessary water  
13 measuring devices or meters as may be appropriate. Any such measuring device is  
14 subject to such inspection and testing as Watermaster may, from time to time, deem  
15 necessary. Upon testing, the meters shall be sealed by Watermaster and remain so sealed.

16  
17 Watermaster will conduct a formal meter-testing program to help the  
18 Parties accurately report their Production. Watermaster intends to test every meter under  
19 its jurisdiction at least once every two (2) years.

20 (a) Tests of Meters Which Supply Watermaster. At least once every  
21 two (2) years, Watermaster shall request certified meter tests of all meters of  
22 Responsible Agencies through which Supplemental Water is furnished to  
23 Watermaster and of the meters which measure all Cyclic Storage deliveries  
24 authorized by Watermaster.

25 (b) Wells. Water wells shall be equipped with a positive displacement,  
26 velocity impeller, venturi or orifice-type meter with a totalizer. The totalizer shall  
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1 be correctable only by changing mechanical gear equipment. The meter shall be  
2 accessible and installed according to good design practices. Watermaster  
3 personnel shall assist any Party having any question as to installation requirements.

4 (c) Calibrated Test Equipment. Watermaster or its approved meter  
5 tester will maintain a complete line of carefully calibrated test equipment. This  
6 equipment is the standard with which all water meters must be compared. The  
7 tolerance for each meter is plus (+) or minus (-) five percent (5%) of the standard.  
8 Watermaster may require an aggregate accuracy of plus (+) or minus (-) two  
9 percent (2%).  
10

11 (d) Repair or Replacement of Inaccurate Meters. Defective or  
12 inaccurate meters must be repaired within thirty (30) days of receipt of notice  
13 thereof from Watermaster.  
14

15 (e) Surface Diversions. Surface Water Diversions shall be measured  
16 with a weir and recorder or meter capable of accurately measuring and recording  
17 such Diversions.

18 (f) Interim Meter Tests. Should a Producer discover that the meter  
19 which measures the water Production from his well is measuring inaccurately, he  
20 shall first notify Watermaster thereof, have the meter retested and, if measuring  
21 inaccurately, then have the same repaired at the earliest practical and reasonable  
22 time. Upon the completion of such repair, such Producer shall immediately have  
23 such meter tested and sealed by Watermaster and it shall remain so sealed. Such  
24 testing and sealing will be accomplished by Watermaster upon request therefor by  
25 said Producer or said repaired meter may be tested and sealed by any meter tester  
26 authorized by Watermaster, as provided in Subsection (g) of this Section 12.  
27  
28

1 Results of such meter tests shall be furnished to Watermaster within ten (10) days  
2 of testing, on forms provided by Watermaster.

3 (g) Watermaster Approved Meter Testers. Persons, firms or  
4 corporations in the business of repairing and/or testing water measuring devices  
5 may be approved by Watermaster to test and seal meters on behalf of Watermaster  
6 by submitting their qualifications therefor to Watermaster and obtaining  
7 Watermaster's approval to perform meter tests and seal such meters as agents of  
8 Watermaster. The name, address and telephone number of all such Watermaster  
9 approved meter testers shall be maintained at and be available from the office of  
10 Watermaster.  
11

12 (h) Meter Seal by Watermaster and Notification of Meter Maintenance.  
13 At the completion of all meter tests Watermaster's seal shall be placed on the  
14 meter, if the meter test demonstrates that the meter is within the accuracy standard  
15 of five percent (5%).  
16

17 Such sealing then requires that Watermaster be notified in writing  
18 within seven (7) days if Watermaster's seal has been broken or if any of the  
19 following events occur: (a) the meter is to be repaired or recalibrated; (b) there  
20 is any other interference affecting the meter or Watermaster's seal; (c) the meter  
21 is to be relocated even if Watermaster's seal is still intact; or (d) a new meter is  
22 to be installed.  
23

24 (i) Estimation of Production Due to Meter Maintenance. When a  
25 Producer must estimate Production due to meter maintenance, he shall consult with  
26 Watermaster or its engineer for approval of the method of estimation. A copy of  
27 the estimate calculations shall be supplied to Watermaster with the corresponding  
28

1 Quarterly Production Report.

2 13. Reports of Producers to Watermaster. Each Producer with an adjudicated  
3 right in excess of five (5) acre-feet per year and each Producer with an Overlying Right  
4 in any amount shall file with Watermaster a quarterly report of water Produced from the  
5 Basin or Relevant Watershed, on forms provided by Watermaster. Quarterly Production  
6 Reports shall be so filed no later than the last day of the month next succeeding the end  
7 of the relevant quarter, i.e. April 30, July 31, October 31 and January 31.  
8

9 (a) Adjudicated Right in Excess of Five (5) Acre-Feet Not to be  
10 Reduced to Minimal Producer by Transfer. Any portion of: (1) the Base Annual  
11 Diversion Right of a Diverter; (2) the Prescriptive Pumping Right of a Pumper;  
12 or (3) the Diversion Component and Prescriptive Pumping Component of an  
13 Integrated Producer, adjudicated in any amount in excess of five (5) acre-feet per  
14 year [at the time that Judgment herein was entered, January 4, 1973], that is or  
15 may be reduced to five (5) acre-feet or less by assignment or transfer of rights, as  
16 permitted by Section 55 of the Judgment, shall not enjoy the status of a Minimal  
17 Producer as defined in Section 10 (o) of the Judgment.  
18

19 (b) Notice to Watermaster of Transfers of Water Rights. Within fifteen  
20 (15) days thereof all Parties shall notify Watermaster of any transfer, assignment,  
21 license or lease of any water right, or portion thereof, not shown in the Judgment  
22 or previously filed with Watermaster and such transferee must be or become a  
23 Party to the action (as provided in Section 57 of the Judgment). All Parties are  
24 required to notify Watermaster of any subsequent assignment, transfer, license or  
25 lease of water rights granted or acquired by them and they shall file a duly  
26 acknowledged copy of the document(s) therefor with Watermaster, within fifteen  
27  
28

1 (15) days after execution and acknowledgement of such document(s).

2 For such assignment, transfer, license or lease of water rights to be  
3 effective for, or be deemed by Watermaster to apply to, Production in a particular  
4 Fiscal Year (July 1 - June 30), the document(s) therefor shall be executed and  
5 acknowledged prior to the end of said Fiscal Year (June 30) and copies thereof  
6 showing such acknowledgement must be received by Watermaster prior to July 15,  
7 following the end of said particular Fiscal Year. The transferee must be, or  
8 petition to become, a Party to the action within ninety (90) days following such  
9 assignment, transfer, license or lease of water rights.  
10

11 When the term of a temporary assignment, transfer, license or lease of  
12 water rights extends beyond the end of the current Fiscal Year, it shall be the  
13 obligation of the transferee thereof to annually, during the month of July of each  
14 Fiscal Year during said term, notify Watermaster of said transferee's intention to  
15 exercise said water right during the then current applicable Fiscal Year.  
16

17 (c) Conveyance of Water Right with Conveyance of Property. Parties  
18 are advised that when a water right owner conveys the property where a water  
19 right was developed, the said water right shall not be conveyed with such property  
20 unless and until the appropriate notice procedures established by Watermaster have  
21 been complied with. When it is intended to transfer or acquire adjudicated water  
22 rights in the Basin or Relevant Watershed, the Parties thereto are advised to use  
23 the appropriate forms contained in exhibits to these Rules and Regulations and to  
24 notify Watermaster of such transfers by furnishing a copy of such transfer  
25 documents(s) within fifteen (15) days of execution and acknowledgement thereof.  
26

27 (d) Conveyance of Water Right without Conveyance of Property.  
28

1 Parties are also advised that the owner of an adjudicated water right herein (except  
2 an Overlying Right) may transfer the same (temporarily or permanently) without  
3 conveyance of the property where the water right was developed.

4 (e) Transfer of Overlying Right. The transfer and use of Overlying  
5 Rights shall be limited (as provided in Section 21 of the Judgment) as exercisable  
6 only on specifically defined Overlying Lands and they cannot be separately  
7 conveyed or transferred apart therefrom.  
8

9 (f) Intervention Stipulation Required. No conveyance of water rights  
10 to a person who is not a Party to the subject action shall be recognized by  
11 Watermaster unless the transferee thereof files with Watermaster a Stipulation in  
12 Intervention to the subject action (Exhibit "E") agreeing to be bound by the  
13 Judgment herein, and until the Court approves said Stipulation and Intervention.  
14

15 (g) Notice Required. Any transfer of water rights shall be effective  
16 only when the requirements of this Section 13 are met and when the Parties file  
17 with Watermaster, within fifteen (15) days of such transfer, a copy of the transfer  
18 document(s) which:

- 19 (1) Identifies both the transferee(s) and the transferor(s);
- 20 (2) Accurately recites the total quantity (in acre-feet) of water  
21 rights transferred;
- 22 (3) Is executed by both the transferee(s) and the transferor(s);
- 23 (4) Is acknowledged by both transferee(s) and transferor(s) in  
24 a form sufficient for recordation;
- 25 (5) Lists the Designee(s) of both the transferor(s) and  
26 transferee(s) to receive future service and notice of papers and process; and  
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1 (6) Is accompanied by a map of the service area  
2 where the water was used by transferor(s) (assignors) and a map of the  
3 service area where the water is intended to be used by the transferee(s)  
4 (assignees). Maps need not be furnished for temporary transfers of water  
5 rights unless specifically requested by Watermaster.  
6

7 (h) Approved Forms of Transfer Documents and Other Forms.

8 Approved forms of such transfer documents and other approved Watermaster  
9 forms are attached hereto, marked and identified as follows:

10 Exhibit "A" - Permanent Transfer of Water Rights--Prescriptive  
11 Pumping Right

12 Exhibit "B" - Permanent Transfer of Water Rights--Base Annual  
13 Diversion Right

14 Exhibit "C" - Permanent Transfer of Water Rights--Integrated  
15 Production Right

16 Exhibit "D" - Temporary Assignment or Lease of Water Right

17 Exhibit "E" - Stipulation Re Intervention After Judgment

18 Exhibit "F" - Designee to Receive Future Notices for and on Behalf of  
19 Defendant(s)

20 Exhibit "G" - Notice of Transfer of Overlying Rights With Property to  
21 Which They are Appurtenant.

22 Exhibit "H" - Application To Drill Water Well

23 Exhibit "I" - Application To Modify Existing Water Well

24 Exhibit "J" - Application To Destroy Water Well

25 Exhibit "K" - Application For Water Treatment Facility

26 (i) Presumption as to Unexercised Rights. Unless otherwise noted on  
27 the above mentioned transfer documents(s), it will be presumed by Watermaster  
28 that the permanent transfer of water rights will include all unexercised rights

1 thereunder, including authorized carry-over of unused rights.

2 14. Operating Safe Yield. Watermaster shall annually determine the Operating  
3 Safe Yield applicable to the succeeding Fiscal Year and estimate the same for the next  
4 succeeding four (4) Fiscal Years. Said determination shall be made at the close of the  
5 hearing thereon, which shall be commenced at Watermaster's regular meeting in May of  
6 each year. Watermaster shall notify each Pumper and Integrated Producer of his share  
7 thereof, stated in acre-feet per Fiscal Year. Thereafter, no Party may produce in any  
8 Fiscal Year any Consumptive Use Portion of any Overlying Right, or an amount in excess  
9 of the sum of his Diversion Right, if any, plus his Pumper's Share of such Operating Safe  
10 Yield, or his Integrated Production Right, or the terms of any Cyclic Storage Agreement,  
11 without being subject to Assessment for the purpose of purchasing Replacement Water.  
12 The rate of such Assessment shall be established at the same meeting at which the  
13 Operating Safe Yield is established, and it may be estimated for the years for which  
14 Operating Safe Yield is estimated. In establishing the Operating Safe Yield, the  
15 Watermaster shall follow all physical, economic, and other relevant parameters provided  
16 in the Judgment herein. Said determination shall be made in accordance with the  
17 following:  
18  
19

20  
21 (a) Preliminary Determination. At Watermaster's regular meeting in  
22 April of each year, Watermaster shall make a Preliminary Determination of the  
23 Operating Safe Yield of the Basin for each of the succeeding five (5) Fiscal Years.  
24 Said determination shall be made in the form of a report containing a summary  
25 statement of the considerations, calculations and factors utilized by Watermaster  
26 in arriving at the said Operating Safe Yield.  
27

28 (b) Notice of Hearing. A copy of said Preliminary Determination

1 Report shall be mailed to all Parties at least ten (10) days prior to a hearing  
2 thereon to be commenced at Watermaster's regular meeting in May of each year,  
3 at which time objections or suggested corrections or modifications of said  
4 determination shall be considered.

5 (c) Watermaster Final Determination and Review Thereof. Within  
6 thirty (30) days after completion of said hearing, Watermaster shall mail to each  
7 Pumper, Diverter, Overlying User and Integrated Producer a Final Report and  
8 Determination of said Operating Safe Yield for each such Fiscal Year, together  
9 with a statement of the Producer's entitlement in each such Fiscal Year stated in  
10 acre-feet. Any affected Party, within thirty (30) days of mailing of notice of said  
11 Watermaster determination, may petition the Court for an Order to Show Cause  
12 for Review of said determination, may petition the Court for an Order to Show Cause  
13 for Review of said determination in accordance with Section 11 hereof.

14 15. Carry-over Rights.

16 (a) Pumping. Any Pumper's Share of Operating Safe Yield, and the  
17 Production right of any Integrated Producer which is not Produced in a given year  
18 may be carried over and accumulated for one (1) year.

19 (b) Diversions. Diverters shall be entitled to Divert for direct use up  
20 to two hundred percent (200%) of their Base Annual Diversion Right in any Fiscal  
21 Year, provided, that the aggregate quantities of water Diverted in any consecutive  
22 ten (10) Fiscal Year period shall not exceed ten (10) times such Diverter's Base  
23 Annual Diversion Right.

24 (c) Overlying Rights. By definition, there is no carry-over of Overlying  
25 Rights.

26 (d) Presumption as to Carry-over Rights. The first water Produced in  
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1 the succeeding Fiscal Year shall be deemed Produced pursuant to such Producer's  
2 Carry-over Rights.

3 16. Special Hearings. Watermaster shall conduct such special hearings as  
4 deemed appropriate upon thirty (30) days notice to the Parties hereto.

5 17. Policy Decisions. No policy decision shall be made by Watermaster until  
6 its next regular meeting after the question involved has been raised for discussion at a  
7 Watermaster meeting and noted in the draft of minutes thereof.

8 18. Assessments. Watermaster may levy and collect Assessments from the  
9 Producer Parties based upon Production during the preceding Fiscal Year. Said  
10 Assessments may be for one or more of the following purposes:

11 (a) Administration Costs. At its regular May meeting Watermaster  
12 shall adopt a proposed budget for the succeeding Fiscal Year and within fifteen  
13 (15) days shall mail a copy thereof to each Party, together with a statement of the  
14 level of Administration Assessment levied by Watermaster and which will be  
15 collected for purposes of raising funds for said budget. Said Assessments shall be  
16 uniformly applicable to each acre-foot of Production.

17 (b) Replacement Water Costs. Replacement Water Assessments shall  
18 be collected from each Producer on account of such Party's Production in excess  
19 of its Diversion Rights, Pumper's Share or Integrated Production Right, and on  
20 account of the consumptive use portion of Overlying Rights, computed at the  
21 applicable rates established by Watermaster, consistent with Watermaster's  
22 Operating Criteria (Exhibit "H" to the Judgment).

23 (c) Make-up Obligation. An Assessment shall be levied and collected  
24 equally on account of each acre-foot of Production, which does not bear a  
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1 Replacement Water Assessment hereunder, to pay all necessary costs of  
2 administration and satisfaction of the Make-up Obligation. Such Assessment shall  
3 not be applicable to water Production of an Overlying Right.

4 (d) In-Lieu Water Cost. An Assessment may be levied against all  
5 Pumping to pay reimbursement for In-Lieu Water Cost except that such  
6 Assessments shall not be applicable to the non-consumptive use portion of  
7 Overlying Rights.  
8

9 (e) Waivers Possible for Water Quality Improvement or Protection. In  
10 accordance with Section 45 (e) of the Judgment, a Producer of water from the  
11 Basin for the purpose of testing, protecting, or improving water quality, may apply  
12 in writing by verified petition or application (hereinafter "Application") to  
13 Watermaster, for approval of such water Production free of all or any part of  
14 Watermaster Assessments thereon, and for waiver of one or more of the provisions  
15 of Sections 25, 26, and 57 of said Judgment, where appropriate, upon terms and  
16 conditions to be established by Watermaster after a noticed hearing on such  
17 Application.  
18

19 A waiver of Assessment shall not be granted for the purpose of  
20 removal of contamination or improvement of the quality of Basin water which has,  
21 or could have, resulted from the activity of the Applicant for such waiver.  
22

23 In the event cleanup or Treatment Facilities are installed in the  
24 Basin by or for the benefit of a Producer, and the Basin water receiving treatment  
25 from said Treatment Facilities is subsequently delivered by or used for beneficial  
26 purposes of such Producer, the Production of such water shall not be entitled to  
27 waiver or modification of Watermaster Assessments thereon.  
28

1                   Notwithstanding the above, if Basin water is treated and  
2 immediately percolated or reintroduced to the Basin by way of spreading,  
3 injection, or otherwise, for purposes of this Section 18 (e), its Production may,  
4 upon Watermaster's approval of an Application to waive or modify its  
5 Assessments on the same, be entitled thereto. In any event, such water shall only  
6 be percolated or reintroduced to the Basin with the consent of Watermaster and  
7 said water shall be of a quality acceptable to Watermaster.  
8

9                   Although all Production from the Basin must be reported to  
10 Watermaster on a timely basis in accordance with these Rules and Regulations,  
11 Production which is granted a waiver of Assessment hereunder may, by reason of  
12 certain circumstances as specifically determined by Watermaster, be deemed an  
13 unused right and entitled to carry-over, in accordance with Section 49 of the  
14 Judgment.  
15

16                   (f)     Application for Waiver of Assessment. An Application for Waiver  
17 of Assessment, as above set forth, shall contain all relevant information relied  
18 upon by Applicant which he believes justifies the granting of said Application.  
19 All such Applications shall explain the special needs and circumstances for such  
20 Production and specify the approximate amounts to be Produced, the time frame  
21 of such Production, the specific location(s) of the points(s) of extraction(s), and  
22 the place of intended disposal of such water, as well as any supplemental or  
23 additional information requested by Watermaster. All such extractions shall be  
24 metered and reported quarterly to Watermaster, along with all other Basin  
25 Production, in accordance with these Rules and Regulations.  
26  
27

28                   Should an Application contain incomplete information or should

1 Watermaster desire additional, other, or further information in relation thereto, the  
2 same shall also be furnished and verified by Applicant.

3 (g) Public Hearing and Effective Date. Within thirty (30) days of the  
4 filing of any such Watermaster accepted Application, Watermaster shall give at  
5 least thirty (30) days notice to the Designees of all Parties that it will hold a  
6 public hearing on said Application. Watermaster may, after the conclusion of said  
7 hearing, under then existing conditions, waive all or any part of its Assessments  
8 on such Production, such waiver shall not be effective prior to the date of the  
9 filing of said accepted Application, and may also waive the provisions of Sections  
10 25, 26, and 57 of the Judgment herein.

11  
12 The effective date for the granting of an Application to waive or  
13 modify Watermaster Assessments shall be no later than ten (10) days after  
14 approval thereof by Watermaster and it shall continue for the period of time  
15 specified therein, unless sooner terminated or extended by Watermaster.

16  
17 Nothing herein is intended to allow an increase in any Producer's  
18 annual entitlement under the Judgment.

19 19. Levy, Notice and Adjustment of Assessments. At its regular May meeting  
20 Watermaster shall also fix the rate(s) of or levy applicable Administration Assessments,  
21 Replacement Water Assessments, Make-up Obligation Assessments, and In-Lieu Water  
22 Cost Assessments, if any. Watermaster shall give written notice of all applicable  
23 Assessments to each Party on or before August 15 of each year.

24  
25 (a) Payment. All Watermaster Assessments shall be due and payable  
26 on or before September 20, following such Assessment levy or Assessment rate  
27 fixing, subject to the rights reserved in Section 37 of the Judgment, and such  
28

1 Assessment shall be paid or become delinquent after September 20.

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

14  
15  
16 (c) Adjustments. By reason of Watermaster's inability to control the  
17 direct costs and other charges incurred for Supplemental Water obtained from  
18 Responsible Agencies, it may be necessary from time to time for Watermaster to  
19 adjust the foregoing Assessments. Such Assessments may only be adjusted after  
20 giving at least 15 days Notice to all Parties of the meeting at which such  
21 adjustments will be considered by Watermaster.

22  
23 20. Responsibility for Watermaster Assessments. Parties Producing water from  
24 the Relevant Watershed and Party lessors or assignors of water rights shall be responsible  
25 for Watermaster Assessments levied upon all Production. The temporary lessor or  
26 assignor of water rights shall be ultimately responsible for all Watermaster Assessments  
27 of non-party lessees or assignees; such non-party lessees or assignees act as the  
28

1 Production agent of the lessor or assignor to the extent of the amount of such temporary  
2 lease or assignment.

3 21. Over and/or Under Reporting.

4 (a) Over Reporting. Watermaster shall make refunds, in whole or in  
5 part, of Assessments theretofore paid, to any Producer who has erroneously  
6 overstated his Production in any sworn statement for a quarterly period required  
7 hereunder and who has overpaid any Assessment for that quarter, but only upon  
8 compliance by the Producer with the procedure hereinafter set forth and within the  
9 time hereinafter provided.

10 Any such Producer, within one (1) year of the last day for filing of  
11 the said sworn statement for the quarterly period in question, may file a verified  
12 application with Watermaster requesting a refund of that portion of any  
13 Assessment claimed to have been paid by reason of that Producer's erroneous  
14 overstatement of Production. If incomplete information is contained in said  
15 application, or if Watermaster desires other, further, or additional information than  
16 that set forth in said application, the same shall also be furnished by a verified  
17 statement mailed to Watermaster on behalf of Applicant within thirty (30) days of  
18 the mailing of the written notice or request therefor from Watermaster to the  
19 Producer's Designee, at his address as shown by Watermaster records, or the  
20 application shall be deemed abandoned. Such request by Watermaster shall not  
21 cause any application otherwise timely filed to be considered as not filed within  
22 said one (1) year period. The Watermaster may pay any refund claimed without  
23 a hearing thereon, but no application shall be denied, in whole or in part, without  
24 a hearing being accorded to the Applicant, in which said hearing the Applicant

1 shall have the burden of proof. Any determination by Watermaster on any matter  
2 in connection with said application shall be final and conclusive upon the said  
3 Producer.

4 Any refund authorized to be paid under the provisions of this  
5 Section may be paid only out of moneys realized from the appropriate  
6 Watermaster Assessment levied or thereafter raised. Under election of the  
7 Producer, any refund determined by Watermaster to be owing may be credited to  
8 the Producer against any subsequent Assessments which might become due and  
9 owing from him to Watermaster. No refunds shall be made except as authorized  
10 by this section and this section may not apply to over reporting unless there has  
11 been compliance with the provisions of Section 12 hereof.  
12

13  
14 (b) Under Reporting. If Watermaster shall have probable cause to  
15 believe that the Production of water from any water Producing facility is in excess  
16 of that disclosed by the sworn statements covering such water Producing facility,  
17 Watermaster may cause an investigation and report to be made concerning the  
18 same. Watermaster may fix the amount of water Production from such facility at  
19 an amount not to exceed the maximum Production capacity thereof, provided,  
20 however, where a Watermaster tested water measuring device is permanently  
21 attached to such facility, the record of Production as so disclosed by such  
22 measuring device shall be presumed to be accurate and the burden of proof shall  
23 be upon Watermaster to establish the contrary.  
24

25 A determination by Watermaster that a Producer has under reported  
26 Production shall require Watermaster to give written notice thereof to such  
27 Producer by mailing such notice to his Designee, at the address shown by  
28

1 Watermaster records. A determination of under reporting made by Watermaster  
2 shall be conclusive on any Producer who has Produced water from the facility in  
3 question and the Watermaster Assessments based thereon, together with interest  
4 as set forth in Section 19 (b) hereof, shall be payable forthwith, unless such  
5 Producer shall file with Watermaster within ten (10) days after the mailing of such  
6 notice, a written protest setting forth the ground or grounds for protesting the  
7 amount of Production so fixed or the Assessments and interest thereon.  
8

9 Upon the filing of such protest, Watermaster shall hold a hearing  
10 at which time the total amount of water Production and the Assessments and  
11 interest thereon shall be determined, which action shall be conclusive if based  
12 upon substantial evidence. A notice of such hearing shall be mailed to protestant  
13 at least ten (10) days before the date fixed for the hearing. Notice of the  
14 determination by the Watermaster at the close of such hearing shall be mailed to  
15 the protestant. The Producer shall have twenty (20) days from the date of mailing  
16 of such notice to pay the Assessments fixed by Watermaster and interest thereon,  
17 as fixed herein, before the same becomes delinquent.  
18

19 (c) Delinquent Assessments; Interest; Costs; and Attorney's Fees.

20 Watermaster may bring suit in the Court having jurisdiction against any Producer  
21 of water from the Basin or Relevant Watershed for the collection of any  
22 delinquent Assessment and interest thereon. The Court having jurisdiction of the  
23 suit may, in addition to any delinquent Assessment, award interest and reasonable  
24 costs, including attorney's fees.  
25

26 22. Information Concerning Offers to Purchase, Sell or Lease Water Rights.

27 Watermaster shall maintain a record of any offer to purchase, sell or lease water rights  
28

1 reported to Watermaster, for the purpose of encouraging the orderly transfer of such rights  
2 by acting as a clearing house for such information. Any person desiring to purchase, sell,  
3 or lease such rights may examine such Watermaster records.

4 23. Watermaster Control of Spreading and Ground Water Storage. Except for  
5 the exercise of non-consumptive uses and performance of Cyclic Storage Agreements with  
6 Watermaster, no Party shall spread water within the Basin or Relevant Watershed for  
7 subsequent recovery or Watermaster credit without prior Watermaster written permission  
8 to do so because Watermaster has sole custody and control of all Ground Water storage  
9 rights in the Basin.  
10

11 24. Watermaster Annual Report. Watermaster shall annually file with the  
12 Court and mail to the Parties a report of all Watermaster activities during the preceding  
13 Fiscal Year, including an audited statement of all accounts and financial activities of  
14 Watermaster, summaries of Diversions and Pumping, and all other pertinent information.  
15 To the extent practical, said report shall be mailed to all Parties and filed with the Court  
16 on or before November 1 of each Year.  
17

18 25. Watermaster Stipulation Re Intervention After Judgment. Attached hereto  
19 and marked "Exhibit E" is a form of Stipulation for Intervention After Judgment which  
20 Watermaster will execute, file with the Court if accompanied by the necessary filing fee,  
21 obtain a Court hearing date thereon, give Notice thereof and attempt to obtain an  
22 approving Court Order thereon.  
23

24 26. Uniform Rules and Conditions of Cyclic Storage Agreements.

25 (a) Application for Cyclic Storage Agreements. Any person or entity,  
26 private or public, desiring to spread and store Supplemental Water within the  
27 Basin for subsequent recovery and use or for Watermaster credit shall make  
28

1 application to Watermaster for a Cyclic Storage Agreement pursuant to these  
2 Uniform Rules and Conditions. Watermaster shall have first call on Supplemental  
3 Water for Replacement Water, Make-up Water and for the "Alhambra Exchange"  
4 before such water is made available for Cyclic Storage Agreements.

5 (b) Purpose of Cyclic Storage Agreements. All Cyclic Storage  
6 Agreements shall be for the utilization of Ground Water storage capacity of the  
7 Basin and for cyclic or regulatory storage of Supplemental Water.  
8

9 (c) Available Storage Capacity. In considering the available Ground  
10 Water storage capacity of the Basin for such Agreements, Watermaster shall take  
11 into account the operation of the Basin under the Physical Solution provisions of  
12 the Judgment.  
13

14 (d) Provisions of Cyclic Storage Agreements. Any such Agreement  
15 shall include provisions for:

16 (1) Watermaster control of all spreading (or injection) and  
17 extraction scheduling and procedures for such stored waters:

18 a) The time, place, and amount of said spreading shall  
19 be approved in advance by Watermaster provided, however, that  
20 when the water level of the Baldwin Park Key Well is at or above  
21 elevation two-hundred fifty (250) feet, spreading activities shall be  
22 restricted to the easterly portion of the Basin at water spreading  
23 facilities designated in advance by Watermaster, unless otherwise  
24 approved by the Court;  
25

26 (2) Calculations by Watermaster of any special costs, damages  
27 or burdens resulting from such operation;  
28

1 (3) Priorities for Cyclic Storage Agreements in the following  
2 order:

3 a) Responsible Agencies on the basis of their relative  
4 requirements for Replacement Water within their respective  
5 corporate boundaries,

6 b) Other Parties on the basis of priority of application  
7 to Watermaster for such Agreements, and  
8

9 c) Non-parties;

10 (4) Determinations by Watermaster of, and accounting for, all  
11 losses in stored water, assuming that such stored water floats on top of the  
12 Ground Water supplies, and accounting for all losses of water which  
13 otherwise would have replenished the Basin. Such losses of stored water  
14 shall be assigned by Watermaster as follows:  
15

16 a) First losses by non-parties in the reverse priority of  
17 the earliest original dates of their respective Cyclic Storage  
18 Agreements, to the whole of such non-parties' stored water,

19 b) The next losses by Parties who are not Responsible  
20 Agencies in reverse priority of the earliest original dates of their  
21 respective Cyclic Storage Agreements, to the whole of their stored  
22 water, and  
23

24 c) The last losses by Responsible Agencies to be shared  
25 on the basis of water actually in storage in the Basin at the time of  
26 the loss of such stored water;  
27

28 (5) The priorities for spreading of Supplemental Water are

1 hereby established as follows, in the order of their priority:

2 First: Supplemental Water ordered by Watermaster from  
3 Responsible Agencies for direct delivery to the Basin as  
4 Replacement Water,

5 Second: Supplemental Water for delivery to the Basin for storage  
6 under Cyclic Storage Agreements between Watermaster and  
7 Responsible Agencies. In the event that more than one Responsible  
8 Agency wishes to deliver water to Cyclic Storage simultaneously  
9 and there is inadequate spreading capacity available, deliveries by  
10 each Responsible Agency so desiring to deliver Supplemental  
11 Water shall be scheduled so that the total quantity of water in  
12 Cyclic Storage of those Agencies can be increased proportionately  
13 in percent of their maximum allowed Cyclic Storage,

14 Third: Supplemental Water for delivery to Individual Cyclic  
15 Storage accounts of Parties to the Judgment. In the event that more  
16 than one Party wishes to deliver water to such Cyclic Storage  
17 accounts simultaneously and there is inadequate spreading capacity  
18 available, deliveries for each such Party shall be scheduled so that  
19 the total quantity of water in such Parties' Individual Cyclic  
20 Storage accounts can be increased proportionately in percent of  
21 their maximum allowed Cyclic Storage, and

22 Fourth: Non-Parties as established by Watermaster at the time; and

23 (6) Payment to Watermaster for the benefit of Parties in said  
24 action of all special costs, damages or burdens incurred (without any  
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1 charge, rent, assessment or expense as to Parties to said action by reason  
2 of the adjudicated proprietary character of said storage rights, nor credit for  
3 offset for benefits resulting from such storage); provided, no Party shall  
4 have any direct interest in or control over such contracts or the operation  
5 thereof by reason of the adjudicated right of such Party. Watermaster has  
6 sole custody and control of all Ground Water storage rights in the Basin  
7 pursuant to the Physical Solution in the Judgment and all said Agreements  
8 are subject to review and approval of the Court.  
9

10 (e) Terms of Cyclic Storage Agreements and Extensions. The term of  
11 such Agreements shall not exceed five (5) years but may be extended for  
12 additional terms, not to exceed five (5) years each, provided Watermaster shall  
13 report its intention to consider an extension of any such Agreement in minutes of  
14 its meeting held prior to its meeting when any such extension request shall be  
15 acted upon.  
16

17 (f) Maximum Storage. Such Agreements shall fix the maximum  
18 amount of Supplemental Water to be stored in the Basin at any point in time by  
19 a particular storing entity.  
20

21 (g) Watermaster to be Held Harmless. The storing entity of such  
22 Agreement shall save and hold harmless Watermaster, its officers, agents and  
23 employees from any and all costs, damages or liability resulting from said  
24 Agreement and shall provide Watermaster with the defense or costs of the defense  
25 of any action brought against Watermaster, its officers, agents or employees  
26 arising or alleged to arise by reason of such Agreement for storage of  
27 Supplemental Water in the Basin.  
28

1 (h) Reports to Watermaster. The storing entity shall quarterly report  
2 to Watermaster the amount of Supplemental Water which it spreads and withdraws  
3 each quarter under such Agreement. Such reports shall be due on the last day of  
4 the month next succeeding the end of the relevant quarter, i.e. April 30, July 31,  
5 October 31, and January 31. Such reports shall be cumulative and shall indicate  
6 the credit balance of the relevant quarter.  
7

8 (i) Court Approval of Cyclic Storage Agreements. Upon its approval  
9 of a Cyclic Storage Agreement, Watermaster shall Petition the Court for approval  
10 thereof and said Agreement shall become effective only upon such Court approval.

11 27. Responsible Agency from Whom Watermaster Shall Purchase Replacement  
12 Water.

13  
14 (a) Responsible Agencies. There are three Responsible Agencies within  
15 or partially within the Basin. Two of such Agencies, Upper San Gabriel Valley  
16 Municipal Water District (Upper District) and Three Valleys Municipal Water  
17 District (Three Valleys District) are member agencies of The Metropolitan Water  
18 District of Southern California (Metropolitan) and supply Watermaster with  
19 Replacement Water purchased from Metropolitan. The third Responsible Agency  
20 is San Gabriel Valley Municipal Water District (San Gabriel District) which has  
21 contracted with the State of California and has constructed facilities to deliver  
22 water from the State Water Project and, thus, can directly supply Watermaster  
23 with Replacement Water.  
24

25 (b) Water Used Within the Basin. For water used within the Basin, the  
26 Responsible Agency within whose boundaries is located the place of use of water  
27 Produced from the Basin will determine the Responsible Agency from whom  
28

1 Watermaster shall purchase Replacement Water.

2 (c) Water Exported from the Basin. Except for water Produced from  
3 the Basin and used within the City of Sierra Madre (for which San Gabriel District  
4 shall be the Responsible Agency), the place of such Production of water exported  
5 from the Basin shall determine the Responsible Agency from whom Watermaster  
6 shall purchase Replacement Water.  
7

8 (d) Computations of the Amount of Replacement Water to be Purchased  
9 from Responsible Agencies. In computing the amount of Replacement Water to  
10 be provided by a Responsible Agency, Watermaster shall:

11 (1) Determine the Replacement Water requirement of each Party  
12 to the Judgment and apportion such Replacement Water requirement as  
13 required in (b) and (c) above;

14 (2) Calculate the total Replacement Water requirement for each  
15 Responsible Agency as determined in (1) above;

16 (3) Tabulate Interagency Transfers of water rights as described  
17 in (e) (1) below;

18 (4) Calculate the Net Interagency Transfer adjustment as  
19 described in (e) (2) below;

20 (5) Determine the adjusted Replacement Water requirements,  
21 calculated for each Responsible Agency as required in (e) below; and

22 (6) Determine the effect of deferred Replacement Water  
23 requirements as calculated in (h) below.

24 (e) Net Interagency Transfer Adjustment and Replacement Water  
25 Requirement. Replacement Water requirements as heretofore calculated shall be  
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1 modified by a "Net Interagency Transfer Adjustment." "Interagency Transfer"  
2 shall mean the aggregate amount of Production Right resulting from the transfer  
3 (by sale or lease) of all or a portion of a Pumper's Share of Operating Safe Yield,  
4 or a Base Annual Diversion Right, or the Diversion Component or Pumping  
5 Component of an Integrated Production Right for use within the boundaries of a  
6 Responsible Agency other than the Responsible Agency within which such water  
7 rights were developed and adjudicated.  
8

9 The annual Replacement Water requirement resulting from Net  
10 Interagency Transfers for each Responsible Agency shall be calculated as follows:

11 (1) Net Interagency Transfers shall be calculated for each  
12 Responsible Agency as the difference between such rights transferred for  
13 use outside or partially outside that Responsible Agency and such rights  
14 transferred for use within or partially within that Responsible Agency.  
15

16 (2) Tabulate the total Interagency Transfers of water rights,  
17 calculated for each of the Responsible Agencies in (1) above. The sum of  
18 said total Interagency Transfers for each of the three Responsible Agencies  
19 is that Responsible Agency's Net Interagency Transfer Adjustment. The  
20 total of such adjustments for all Responsible Agencies shall equal zero.  
21 The Responsible Agency(s) having a positive amount shall have this Net  
22 Interagency Transfer Adjustment added to the Replacement Water  
23 requirement computed for it in (d) (2) above. The Responsible Agency(s)  
24 having a negative amount shall have this Net Interagency Transfer  
25 Adjustment subtracted from the Replacement Water requirement calculated  
26 for it in (d) (2) above. ...  
27  
28

1 (f) Special Provisions.

2 (1) The Replacement Water requirement calculated for each of  
3 the Responsible Agencies in (e) (2) above cannot exceed the total quantity  
4 of Replacement Water obligation calculated for all Responsible Agencies,  
5 and/or;

6 (2) If the Replacement Water requirement calculated in (e) (2)  
7 above results in a negative value, that negative value shall be adjusted to  
8 zero, as described in (h) below.

9 (g) Special Provisions Re Alhambra Exchange. An adjustment shall be  
10 made to San Gabriel District's calculated Replacement Water requirement, if  
11 necessary, to allow Upper District to deliver an amount of Replacement Water to  
12 the City of Alhambra equal to the quantity delivered through connection USG-5  
13 for the previous year, the year in which the Replacement Water requirement was  
14 incurred.

15 (h) Adjustments to Calculated Replacement Water Requirements.  
16 Adjustments to Replacement Water requirements resulting from the calculations  
17 in (f) (2) or (g) above shall be apportioned as follows:

18 (1) As between Upper District and Three Valleys District, the  
19 district with a negative value shall have added to it an amount sufficient  
20 to equal zero, that amount shall be subtracted from the Replacement Water  
21 requirement of the other Responsible Agency, but it shall not be reduced  
22 to less than zero. If a negative balance still exists, then it shall be  
23 subtracted from San Gabriel District.

24 (2) If San Gabriel District's Replacement Water requirement is  
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less than zero, it shall be adjusted to zero by deducting equal amounts of San Gabriel District's adjustment from both Upper District and Three Valleys District.

(3) All adjustments shall be accumulated in a Deferred Replacement Water Requirement Account for each of the Responsible Agencies. In future years when deliveries of Replacement Water may be made by a Responsible Agency, up to the amount, or any portion of the amount, in the Deferred Replacement Water Requirement Account, such deliveries will be equally subtracted from the Replacement Water requirement of the Responsible Agency(s) from which it was derived in (1) and/or (2) above for that year so long as such deliveries shall not cause total deliveries of all Responsible Agencies to exceed the amounts provided for in paragraph (f) (1) and/or paragraph (f) (2) above. At the time that deliveries are made by a Responsible Agency from its Deferred Replacement Water Requirement Account, Watermaster shall pay to that Responsible Agency its price prevailing at that time for Replacement Water.

(i) Advanced Delivery Account. Whenever the total quantity calculated in (e) (1) above, is less than that delivered to the City of Alhambra through USG-5 for the previous year, an accounting of the difference shall be maintained in an "Advanced Delivery Account" and such difference, or as much as possible thereof, shall be subtracted from the Replacement Water Requirement of Upper District in the next year when an obligation to deliver Replacement Water exists for Upper District.

1           28.    Ground Water Quality Management. The Watermaster, Upper District,  
2 San Gabriel District, and San Gabriel Valley Water Association, through a Joint  
3 Resolution dated February-March 1989, affirmed their commitment to participate in a  
4 coordinated federal, state and local response to contamination of Ground Water supplies  
5 of the Basin for both the purpose of preventing additional contamination and the purpose  
6 of cleaning up and limiting the spread of existing contamination. The entities adopting  
7 that Joint Resolution designated and accepted Watermaster as the entity to coordinate  
8 local involvement in the efforts to preserve and restore the quality of Ground Water  
9 within the Basin. Watermaster sought and received additional powers from the Court to  
10 regulate extractions of water from the Basin for water quality control purposes, and this  
11 Section 28 is to implement the same. These efforts shall be that any New or Increased  
12 Extraction to meet water needs from the Basin shall include planned treatment in existing  
13 areas of High Level Degradation or Contamination. An important part of exercising these  
14 additional powers and coordinating federal, state and local responses to contamination of  
15 the Basin's water supplies, is the collection and compilation of essential data from  
16 Producers and the expeditious distribution of such data to the proper state and federal  
17 regulatory agencies involved in water quality matters in the Basin.  
18  
19

20  
21           (a)    Watermaster Approvals. Each Producer shall, after the effective  
22 date of this amendment to these Rules and Regulations (June 28, 1991), apply to  
23 Watermaster, on forms provided by Watermaster, for a permit to do any of the  
24 following:

- 25                   - Construct any well;  
26                   - Deepen any existing well;  
27                   - Modify the perforations of the casing of any existing well;  
28                   - Notwithstanding natural fluctuations in Basin water levels,  
                    physically increase or decrease the Effective Extraction  
                    Capacity of any existing well, including that which may occur

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due to installation or modification of pipelines, booster pumps or other distribution system components, as of said effective date of these Rules and Regulations;

- Abandon any existing well; or
- Construct, relocate or abandon Ground Water Treatment Facilities.

Such application will be acted upon by Watermaster no later than at its first regular meeting following sixty (60) days after receipt of the complete application. If an emergency exists, Watermaster shall expedite its actions to the maximum extent practicable.

(b) Watermaster Directed Change in Water Production.

(1) Based on available data, Watermaster's Five-Year Plan, and/or Ground Water modeling, Watermaster will, for water quality protection purposes, direct any Producer to increase, decrease or cease Production from existing wells, initiate new well Production or deliver water to or accept water from another water system or direct a Producer to obtain water from another source in-lieu of Pumping from its own wells, or take other appropriate actions in compliance with an approved Watermaster plan by giving such Producer advanced written notice thereof, specifying a time certain for compliance.

(2) The increase in cost to a Producer resulting from a Watermaster directed change in water Production shall not be borne by the Producer, but will be reimbursed to the Producer by Watermaster through In-Lieu Water Assessments levied by Watermaster, unless such funding is made available from other sources such as federal, state or local governmental entities or by those found to be responsible for the contamination in the Basin which caused Watermaster to direct the change

1 in Production by the Producer.

2 (c) Producer Data, Initial Submittal. After June 28, 1991, Producers  
3 shall submit, within sixty (60) days of Watermaster's request, initial data in a form  
4 acceptable to Watermaster, to update and ensure the accuracy of the existing Basin  
5 database. The data shall include:

6 (1) Identification and location of all Active, Inactive or  
7 Abandoned Wells;

8 (2) Water quality data concerning organic compounds, nitrates and  
9 any other water quality parameters as specified by Watermaster, including  
10 all data from other sampling Producers may conduct in addition to  
11 governmental requirements;

12 (3) Available construction details of each well owned or operated  
13 by Producer, as well as all logs (driller's, electric, etc.);

14 (4) Depths or zones from which water is extracted from each  
15 well, if available; and

16 (5) A current map of the main water transmission system of  
17 Producer's distribution system showing the location and sizes of  
18 transmission mains and storage reservoirs, all interconnections with other  
19 systems and their sizes and capacities, and any other data pertinent to the  
20 transmission (but not distribution to customers) of water through the  
21 Producer's system.

22 (d) Quarterly Reports. After the initial submittal of data per  
23 subparagraph (c) above, the following data shall be submitted by all Producers to  
24 Watermaster quarterly, on or before the last day of January, April, July and  
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1                   October:

2                   (1) Chemical water quality data collected during the quarter and  
3                   provided to any state, federal or local public agency;

4                   (2) Data described under Section 28 (c) (3), (4) and (5) hereof  
5                   which supplement, amend or change the data previously submitted by a  
6                   Producer; and

7                   (3) All data from other sampling which Producers may conduct  
8                   in addition to governmental requirements.

9                   (e) Operating Principles. Any New or Increased Extraction by a  
10                  Producer in the Basin to meet water supply needs shall have prior Watermaster  
11                  approval, shall not contribute to contaminant migration, and shall include planned  
12                  treatment in existing areas of High-level Degradation and Contamination. In  
13                  giving such approval, Watermaster shall consider the cumulative effects of  
14                  multiple actions by all Producers in the area of concern by using available  
15                  information, the Five-Year Plan, and Ground Water modeling.

16                  (f) Emergency Exemptions. Where a Producer's water supply or water  
17                  quality problem is so urgent that the viable option for maintaining an adequate  
18                  short-term supply that meets drinking water standards involves an action in  
19                  conflict with the operating principles outlined in Section 28 (e) hereof,  
20                  Watermaster may approve a short-term action contingent upon the Applicant  
21                  Producer concurrently submitting an acceptable long-term action plan with  
22                  acceptable deadlines for implementation. In general, the long-term action plan  
23                  must be approved prior to or concurrently with the short-term action.

24                  (g) Water Quality and Supply Plans. To assure that Pumping does not  
25                  26  
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1 lead to further degradation of water quality in the Basin, a Five-Year Water  
2 Quality and Supply Plan must be prepared and updated annually by Watermaster,  
3 projecting water supply requirements and water quality conditions for each period  
4 of five (5) calendar years beginning November 1, 1991, and each November 1  
5 thereafter. This Plan will also include a water quality monitoring element to  
6 obtain supplemental information as needed to assist in projecting contamination  
7 levels. Watermaster will supply the Producers with projections of contaminant  
8 migration by June 1 of each year for the preparation of these Water Quality and  
9 Supply Plans.  
10

11 Each purveyor of potable water produced from the Basin shall  
12 submit the following information to Watermaster by July 31 of each year:  
13

14 (1) Projected quarterly water supply requirements for each of the  
15 following five calendar years and the proposed pumping rates, in gallons  
16 per minute, for each well;

17 (2) Identification of each Production well known to contain  
18 contaminants and the contaminant levels;

19 (3) Proposed methods for meeting the water supply requirements  
20 of the system if contaminant levels are, or are projected by Watermaster  
21 to become, greater than drinking water standards; and  
22

23 (4) Any intended treatment facility.

24 Watermaster shall analyze the information submitted by Producers and  
25 develop an overall draft Basin Water Quality and Supply Plan. A draft Plan will  
26 be submitted by Watermaster to the Los Angeles Regional Water Quality Control  
27 Board, and for public review and comment per Section 28 (i) hereof, by November  
28

1 1. Appropriate modifications resulting from comments received will be reflected  
2 in the final draft, and a staff report providing an explanation of decisions will be  
3 made available.

4 (h) Ground Water Treatment Facilities.

5 (1) Producers in the Basin shall notify Watermaster in advance at  
6 the initial stages of planning of their intent to construct any Facility to  
7 remove volatile organic compounds (VOCs) and/or nitrates from water  
8 Produced from the Basin. Such notice shall include the following  
9 information:  
10

- 11 - the intended location and a description of the Treatment
- 12 Facility;
- 13 - the water production capacity;
- 14 - the rate of contaminant removal capacity;
- 15 - the expected concentration of all identified contaminants
- 16 in the water to be treated;
- 17 - the expected concentration of all identified contaminants
- 18 in the water after treatment;
- 19 - the intended disposition of all water to be treated;
- 20 - the expected initiation date and period of time over which
- 21 the Treatment Facility will operate; and
- 22 - the expected capital and operating costs of the Treatment
- 23 Facility.

24 (2) In addition, the Producer shall describe all necessary permits  
25 and/or all permits for which it has applied or has received from all  
26 regulatory agencies with regard to such Treatment Facility and shall supply  
27 to Watermaster copies of all environmental documents required under the  
28 California Environmental Quality Act and/or the National Environmental  
Protection Act. No construction of such Treatment Facilities shall be  
initiated without the prior written approval of Watermaster. Watermaster  
shall promptly examine each submittal for compatibility with available

1 information, the Five-Year Plan and the operating principles, and notify the  
2 Applicant of its findings and decision regarding such proposed Treatment  
3 Facility no later than at its first regular meeting following sixty (60) days  
4 after receipt of a complete submittal by the Producer. Watermaster will  
5 also report its determination to the Los Angeles Regional Water Quality  
6 Control Board.  
7

8 (3) All operators of Treatment Facilities shall report quarterly to  
9 Watermaster at least the following information:

- 10 - name or other designation of the Treatment Facility;
- 11 - quantity of water treated during quarter;
- 12 - quantity of each contaminant removed;
- 13 - quality of water before treatment, at beginning and end of  
each quarter;
- 14 - quality of water after treatment, at beginning and end of  
each quarter; and
- 15 - operation and maintenance costs for each quarter.

16 (i) Decision Making Process, Hearings and Appeals.

17 (1) All Watermaster determinations relating to the control of  
18 Pumping for water quality purposes shall be based upon a staff  
19 recommendation and information and recommendations received from or  
20 furnished by affected Producers. Staff's recommendation shall result from  
21 staff's analysis of information presented by interested Parties, all available  
22 water quality data, Watermaster's Five-Year Plan, Ground Water modeling  
23 and other water quality trend analysis reports, and will be based on the  
24 operating principles set forth in these rules. Staff shall provide supporting  
25 data to document each recommendation that it makes to Watermaster.  
26 After consideration of the staff recommendation and public comment  
27 provided at the Watermaster meeting, Watermaster shall make a final  
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decision.

(2) Public hearings on Watermaster's draft annual Five-Year Water Quality and Supply Plan will be held following a thirty (30) day public review and comment period. A copy of such draft will be sent to all Parties to the Judgment as well as to all other interested Parties by November 1 of each year along with a notice of the date, time and place of the public hearing, to be scheduled not less than thirty (30) days after the mailing date of the draft Plan. A notice of public hearing will also be published in the San Gabriel Valley's key local newspaper(s) at the beginning of the public review period. Consideration of comments received is described in Section 28 (g) hereof.

(3) Appeal of a Watermaster decision may be made to the Watermaster who shall notice and consider the same at a public hearing. Actions by the Watermaster are subject to review by the Court. Any Party may, by a regularly noticed motion, petition the Court for review of Watermaster's action or decision. Notice of such motion shall be served and filed within ninety (90) days after such Watermaster action or decision.

1 APPENDIX "A"

2 DEFINITIONS

3 (a) Base Annual Diversion Right -- The average annual quantity of water  
4 which a Diverter has the right to Divert for Direct Use.

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

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

9 (d) Diverter -- Any Party who Diverts.

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

11 (f) Fiscal Year -- The period July 1 through June 30, following.

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

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

16 (i) Integrated Producer -- Any Party that is both a Pumper and a Diverter, and  
17 has elected to have its rights adjudicated under the optional formula provided in Section  
18 18 of the Amended Judgement.

19 (j) In-Lieu Water Cost -- The differential between a particular Producer's cost  
20 of Watermaster directed Produced, treated, blended, substituted or Supplemental Water  
21 delivered or substituted to, for, or taken by such Producer in-lieu of his cost of otherwise  
22 normally producing a like amount of Ground Water.

23 (k) Judgment -- Judgment entered in Los Angeles Superior Court Civil Action  
24 No. 924128, entitled "Upper San Gabriel Valley Municipal Water District v. City of  
25  
26  
27  
28

1        Alhambra, et al," as amended.

2            (l)    Key Well -- Baldwin Park Key Well, being elsewhere designated as State  
3        Well No. 1S/10W-7R2, or Los Angeles County, Department of Public Works, Well No.  
4        3030-F. Said well has a ground surface elevation of 386.7.

5            (m)    Long Beach Case -- Los Angeles Superior Court Case No. 722647, entitled  
6        "The Board of Water Commissioners of the City of Long Beach, et al, v. San Gabriel  
7        Valley Water Company, et al."

8            (n)    Main San Gabriel Basin or Basin -- The Ground Water Basin underlying  
9        the area shown as such on Exhibit "A" of the Judgment.

10           (o)    Make-up Obligation -- The total cost of meeting the obligation of the Basin  
11        to the area at or below Whittier Narrows, pursuant to the Judgment in the Long Beach  
12        Case.

13           (p)    Minimal Producer -- Any Producer whose Production in any Fiscal Year  
14        does not exceed five (5) acre-feet.

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

21           (r)    Operating Safe Yield -- The quantity of water which Watermaster  
22        determines may be Pumped from the Basin in a particular Fiscal Year, free of the  
23        Replacement Water Assessment under the Physical Solution of the Judgment.

24           (s)    Overdraft -- A condition wherein the total annual Production from the  
25        Basin exceeds the Natural Safe Yield thereof.  
26        Basin exceeds the Natural Safe Yield thereof.

1 (t) Overlying Rights -- The right to Produce water from the Basin for use on  
2 Overlying Lands, which rights are exercisable only on specifically defined Overlying  
3 Lands and which cannot be separately conveyed or transferred apart therefrom.

4 (u) Physical Solution -- The Court-decreed method of managing the waters of  
5 the Basin so as to achieve the maximum utilization of the Basin and its water supply,  
6 consistent with the rights declared in the Judgment.  
7

8 (v) Prescriptive Pumping Right -- The highest continuous extraction of water  
9 by a Pumper from the Basin for beneficial use in any five (5) consecutive years after  
10 commencement of Overdraft and prior to filing of the action, as to which there has been  
11 no cessation of use by that Pumper during any subsequent period of five (5) consecutive  
12 years prior to the filing of said action.  
13

14 (w) Produce or Producing -- To Pump or Divert water from the Basin.

15 (x) Producer -- A Party who Produces water from the Basin.

16 (y) Production -- The annual quantity of water Produced from the Basin, stated  
17 in acre-feet.

18 (z) Pump or Pumping -- To extract ground water from the Basin by Pumping  
19 or by any other method.  
20

21 (aa) Pumper -- A Party who Pumps water.

22 (bb) Pumper's Share -- A Pumper's right to a percentage of the entire Natural  
23 Safe Yield, Operating Safe Yield and appurtenant Ground Water storage of the Basin.

24 (cc) Reclaimed Water -- Water which, as a result of treatment of waste, is  
25 suitable for a direct beneficial use or a controlled use that would not otherwise occur.

26 (dd) Relevant Watershed -- That portion of the San Gabriel River Watershed  
27 tributary to Whittier Narrows which is shown as such on Exhibit "A" to the Judgment and  
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the exterior boundaries of which are described in Exhibit "B" of the Judgment.

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

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

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

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

(3) Three Valleys District -- Three Valleys Municipal Water District, a member public agency of MWD.

(gg) Stored Water -- Supplemental Water stored in the Basin pursuant to a Cyclic Storage Agreement with Watermaster as authorized by Section 34(n) of the Judgment herein.

(hh) Supplemental Water -- Nontributary water imported through a Responsible Agency and Reclaimed Water.

(ii) Transporting Parties -- Any Party who has transported water from the Relevant Watershed or Basin to an area outside thereof within the Year immediately preceding the entry of Judgment, and any Party presently or hereafter having an interest

1 in lands or having a service area outside the Basin or Relevant Watershed contiguous to  
2 lands in which it has an interest or a service area within the Basin or Relevant Watershed.  
3 Division by a road, highway, or easement shall not interrupt contiguity. Said term shall  
4 also include the City of Sierra Madre, or any Party supplying water thereto, so long as  
5 the corporate limits of said City are included within one of the Responsible Agencies.

6  
7 (jj) Water Level -- The measured Elevation of water in the Key Well, corrected  
8 for any temporary effects of mounding caused by replenishment or local depressions  
9 caused by Pumping.

10 (kk) Year -- A calendar year, unless the context clearly indicates a contrary  
11 meaning.

12 The following are supplemental definitions relating to Section 28 of these rules  
13 and regulations.

14  
15 (ll) New Extraction -- Any extraction from the Main San Gabriel Basin using  
16 a well or other Ground Water extraction facility that becomes active for the first time for  
17 water supply purposes on or after June 28, 1991.

18 (mm) Increased Extraction (Decreased) -- Any modification to an existing well  
19 or extraction facility that physically increases (or decreases) the Effective Extraction  
20 Capacity of that well or extraction facility. Such modifications may include: (1)  
21 changing the well depth, (2) modifying the perforation intervals, (3) modifying the pump  
22 and/or motor, (4) installing or modifying distribution pipelines, (5) installing or modifying  
23 booster pumps, and (6) installing or modifying other distribution system components.  
24 Normal maintenance work would be excluded.

25  
26 (nn) Effective Extraction Capacity -- The actual capacity of a well or extraction  
27 facility to extract Ground Water from the Basin using the pumping equipment and system  
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appurtenances in good working order as they existed on June 28, 1991.

(oo) Treatment Facility -- Any facility that provides treatment for contaminated Ground Water in order to meet drinking water standards.

(pp) Planned Treatment -- A specific Treatment Facility with a designated source of Ground Water supply and schedule for development.

(qq) Active Well -- Any well used or that could be used without modifications to extract Ground Water.

(rr) Inactive Well -- Any well that is not in service at the time of filing of an application hereinunder.

(ss) Abandoned Well -- A well that has been abandoned in accordance with the provisions of state, county or local laws and regulations.

(tt) High-level Degradation and Contamination -- Ground Water containing contaminants in excess of the federal or state maximum contaminant level. Some areas of the Basin contain higher contaminant concentrations than others and Treatment Facilities shall be planned to extract Ground Water from the higher level areas of contamination in the Basin.

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APPENDIX "B"

SUMMARY OF CRITICAL DATES AND ACTIONS FOR WATERMASTER

This summary of critical dates and actions for Watermaster is presented for the convenience of Watermaster members, the Parties and others in carrying out the provisions of the Court Judgment. It does not necessarily include all critical dates and actions under the Judgment.

1 SUMMARY OF CRITICAL DATES AND ACTIONS FOR WATERMASTER

2 1. Watermaster members' terms of office.

3 January 1 - December 31.

4 2. Watermaster's first meeting in January.

5 (a) Election of Watermaster Chairman and Vice-Chairman (from Watermaster  
6 membership) and selection of Secretary, Treasurer and assistants (who may, but  
7 need not, be Watermaster members). Watermaster Rules and Regulations, Section  
8 6 (R/R 6)

9 (b) Order Engineering Report for Preliminary Determination of Operating Safe  
10 Yield. (R/R 14(a))

11 3. January 31 - Quarterly Reports, as required by the Rules and Regulations, of  
12 Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28  
13 (d), due to Watermaster.

14 4. March - Receive San Gabriel River Watermaster Report.

15 5. Watermaster's first meeting in April.

16 Watermaster shall make a Preliminary Determination of the Operating Safe Yield  
17 of the Basin for the next five Fiscal Years and mail a copy thereof to all Parties  
18 at least ten (10) days prior to a hearing thereon and which said hearing shall  
19 commence at Watermaster's first meeting in May. (R/R 14(a))

20 6. April 30 - Quarterly Reports, as required by the Rules and Regulations, of  
21 Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28  
22 (d), due to Watermaster.

23 7. Watermaster's first meeting in May.

24 (a) Hearing on Preliminary Determination for Watermaster to make Final  
25  
26  
27  
28

1 Determination of Operating Safe Yield. (R/R 14(b))

2 Within thirty (30) days of the Final Determination of the Operating Safe Yield a  
3 copy of the Final Report and Determination must be mailed to each Pumper and  
4 Integrated Producer, including a statement of their entitlements under such  
5 Determination. (R/R 14(c))

6 (b) Budget.

7 Adopt a proposed Administration Budget for the succeeding Fiscal Year and  
8 within fifteen (15) days mail a copy thereof together with a statement of the level  
9 of the Administration Assessment levied by Watermaster which will be collected  
10 for purposes of raising the necessary funds for said budget. (R/R 18(a))

11 (c) Assessments.

12 In addition to the Administration Assessment, Watermaster shall levy the  
13 Replacement Water Assessment, Make-up Obligation Assessment and the In-lieu  
14 Water Assessments, if any. (R/R 19)

15  
16  
17 8. June 1 - Watermaster to supply Producers with projections of contaminant  
18 migration by June 1. (R/R 28(g))

19  
20 9. July - Authorize preparation of Annual Watermaster Report. Receive tentative  
21 budget from San Gabriel River Watermaster.

22 10. July 31 - Quarterly Reports, as required by the Rules and Regulations, of  
23 Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28  
24 (d), due to Watermaster. Producers of potable water from the Basin must submit  
25 to Watermaster the data required by Section 28(g).

26  
27 11. August 15 - On or before this date Watermaster must give written notice of all  
28 applicable Assessments to all Parties. (R/R 19)

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- 12. September 20 - All Assessments payable to Watermaster. (R/R 19(a))
  - 13. September 30 - Must pay Upper Area share of San Gabriel River Watermaster budget by this date.
  - 14. October 1 - Mail Notice of Nomination Election of Producer representatives to be held at Watermaster's November meeting. (R/R 9(a))
  - 15. October 31 - Quarterly Reports, as required by the Rules and Regulations, of Production (R/R 13), Cyclic Storage (R/R 26(h)) and data required by Section 28 (d), due to Watermaster.
  - 16. November
    - (a) Watermaster Annual Report filed with the Court and copies mailed to each Party by November 1. (R/R 24)
    - (b) Draft Annual Five-Year Water Quality and Supply Plan under Section 28 (g) to be filed with the Los Angeles Regional Quality Control Board and circulated for public review and comment by November 1.
    - (c) Prior to Watermaster's meeting in November, nomination of Public Representatives to Watermaster by Upper District and San Gabriel District.
    - (d) Watermaster's meeting in November--election of six Producer Representatives for nomination to Watermaster. (R/R 9(b)) Petition Court for confirmation of nominees and give notice of hearing on Petition to all Parties.
- Within ninety (90) days of a vacancy on Watermaster, it shall be filled by nomination by Upper District or San Gabriel District if for a Public Representative and by a special election at a Watermaster meeting for a Producer Representative, after notice thereof to all Parties, and Watermaster Petition (and notice thereof to all parties) for Court confirmation of nominee. (R/R 10)

**PERMANENT TRANSFER OF WATER RIGHTS - PRESCRIPTIVE PUMPING RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_, ("Seller") does hereby assign and transfer in perpetuity to \_\_\_\_\_, ("Buyer") all rights to the quantity of \_\_\_\_\_ acre-feet of the "Prescriptive Pumping Right" and the appropriate % of "Pumper's Share" adjudicated to Seller or his predecessor in the Judgment in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al." Los Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges pertaining thereto.

(Check appropriate provision)

This transfer does [ ] does not [ ] include \_\_\_\_\_ acre-feet of "carry-over of unused rights" associated with said transferred rights and in existence on the date hereof.

DATED: \_\_\_\_\_

BUYER

SELLER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

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(Signature)

Name of Designee (of Buyer) to receive service of Processes & Notices:

Name of Designee (of Seller) to receive service of Processes & Notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Address

Address

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part of the transfer)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

EXHIBIT "A"

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) <sup>ss.</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

\_\_\_\_\_ or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(s) ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) <sup>ss.</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**PERMANENT TRANSFER OF WATER RIGHTS - BASE ANNUAL DIVERSION RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_, ("Seller") does hereby assign and transfer in perpetuity to \_\_\_\_\_, ("Buyer") all rights to the quantity of \_\_\_\_\_ acre-feet of the "Base Annual Diversion Right" adjudicated to Seller or his predecessor in the Judgment in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al." Los Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges pertaining thereto.

DATED: \_\_\_\_\_

**BUYER**

**SELLER**

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\_\_\_\_\_

(Signature)

(Signature)

Name of Designee (of Buyer) to receive service of Processes & Notices:

Name of Designee (of Seller) to receive service of Processes & Notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Address

Address

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part of the transfer)

**A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.**

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

EXHIBIT "B"

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES)ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me.  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

\_\_\_\_\_ or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(S) ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES)ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**PERMANENT TRANSFER OF WATER RIGHTS - INTEGRATED PRODUCTION RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_, ("Seller") does hereby assign and transfer in perpetuity to \_\_\_\_\_, ("Buyer") all rights to the quantity of \_\_\_\_\_ acre-feet of the "Prescriptive Pumping Component" and the appropriate % of "Pumper's Share" together with \_\_\_\_\_ acre-feet of "Diversion Component" adjudicated to Seller or his predecessor in the Judgement in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al." Los Angeles Superior Court No. 924128, together with all the attendant rights, powers and privileges pertaining thereto.

(Check appropriate provision)

This transfer does [ ] does not [ ] include \_\_\_\_\_ acre-feet of "carry-over of unused rights" associated with said transferred rights and in existence on the date hereof.

DATED: \_\_\_\_\_

BUYER

SELLER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)

(Signature)

Name of Designee (of Buyer) to receive service of Processes & Notices:

Name of Designee (of Seller) to receive service of Processes & Notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Address

Address

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgments completed by both Buyer and Seller as part of the transfer)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

EXHIBIT "C"

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) <sup>ss.</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

\_\_\_\_\_ or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

INDIVIDUAL(s) ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) <sup>ss.</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHT**

For a valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_,  
("Assignor") does hereby assign and transfer to \_\_\_\_\_, ("Assignee") commencing  
on \_\_\_\_\_ and terminating on \_\_\_\_\_, the following water right(s):

(Check the following appropriate category)

- |  |  |
|--|--|
| <input type="checkbox"/> <u>Production Right</u> _____ AF            | <input type="checkbox"/> <u>Integrated Production Right</u> (consisting of _____ acre-feet of "Prescriptive Pumping Component" and _____ acre-feet of "Diversion Component") |
| <input type="checkbox"/> <u>Prescriptive Pumping Right</u> _____ AF  |  |
| <input type="checkbox"/> <u>Base Annual Diversion Right</u> _____ AF | <input type="checkbox"/> <u>Carry-over Right</u> _____ AF  |

adjudicated to Assignor or his predecessor in the Judgment in the case of "Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al," Los Angeles Superior Court No. 924128.

Said assignment is made upon condition that:

- (1) Assignee shall exercise said right on behalf of Assignor for the period described hereinabove and the first water produced by Assignee from the Relevant Watershed of the Main San Gabriel Basin after the date hereof shall be that produced hereunder;
- (2) Assignee shall put all waters utilized pursuant to said transfer to reasonable beneficial use; and
- (3) Assignee shall pay all Watermaster assessments on account of the water production hereby assigned or leased.

DATED: \_\_\_\_\_

ASSIGNEE

ASSIGNOR

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Signature)  
Name of Designee (of Assignee) to receive  
service of Processes & Notices:

Signature  
Name of Designee (of Assignor) to receive  
service of Processes & Notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Address  
Telephone No. of Designee: \_\_\_\_\_

Address  
Telephone No. of Designee: \_\_\_\_\_

To be executed by both Assignee and Assignor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Assignor and a map of the service area where the water is intended to be used by the Assignee.

(Have the appropriate individual(s) or corporate attached acknowledgments completed as part of the temporary transfer)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION.  
(To be accompanied by completed Exhibit "E" if Assignee is not a party to the Judgment)

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )  
COUNTY OF LOS ANGELES)<sup>ss.</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

\_\_\_\_\_ or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(s) ACKNOWLEDGMENT**

STATE OF CALIFORNIA     )  
COUNTY OF LOS ANGELES)<sup>ss.</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

1  
2  
3  
4 Attorney for Watermaster

5 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
6  
7 FOR THE COUNTY OF LOS ANGELES

8 UPPER SAN GABRIEL VALLEY )  
9 MUNICIPAL WATER DISTRICT, )

10 Plaintiff, )

11 v. )

12 CITY OF ALHAMBRA, ET AL., )

13 Defendants. )

NO. 924128

STIPULATION RE INTERVENTION  
AFTER JUDGMENT

OF \_\_\_\_\_  
as Defendant(s)

14 IT IS HEREBY STIPULATED by and between the Main San Gabriel  
15 Basin Watermaster for and on behalf of all parties to the instant action (pursuant to  
16 Section 57 of the amended Judgment) and \_\_\_\_\_

17 \_\_\_\_\_ the proposed Intervenor(s) herein, that  
18 said proposed Intervenor(s) may intervene in the instant action and become entitled  
19 to all of the benefits and bound by all of the burdens of the Judgment herein.

20 The Court will consider the attached proposed Order confirming said  
21 Intervention at \_\_\_\_\_ o'clock \_\_\_ M on \_\_\_\_\_ 199\_\_, in  
22 Department \_\_\_\_\_ located at \_\_\_\_\_

23 Watermaster shall give at least 30 days notice to the parties herein of  
24 said hearing.  
25  
26  
27

28 Exhibit "E"

E-1

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DATED: \_\_\_\_\_

Watermaster

By \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

DATED: \_\_\_\_\_

Intervenor(s)

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name of Intervenor's Designee:

\_\_\_\_\_

Address of Designee:

\_\_\_\_\_

\_\_\_\_\_

Telephone Number of Designee:

\_\_\_\_\_

Exhibit "E"

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY )  
MUNICIPAL WATER DISTRICT, )  
Plaintiff, )

NO. 924128

DESIGNEE TO RECEIVE FUTURE NOTICES  
FOR AND ON BEHALF OF DEFENDANT(S)

v. )

CITY OF ALHAMBRA, ET AL., )  
Defendants. )

\_\_\_\_\_ )  
Defendant(s) \_\_\_\_\_ hereby  
designate(s): \_\_\_\_\_ whose address is:

\_\_\_\_\_ )  
and whose telephone number is \_\_\_\_\_ as said defendant's  
Designee to receive service of all future notices, determinations, requests, demands,  
objections, reports and other papers and processes to be served upon said  
defendant(s) or delivered to said defendant(s) herein.

A copy hereof has been served upon the Watermaster herein, by mail,  
on \_\_\_\_\_, 199\_\_.

Executed under penalties of perjury at \_\_\_\_\_  
California, this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Exhibit "F"

**NOTICE OF TRANSFER OF OVERLYING RIGHTS  
WITH PROPERTY TO WHICH THEY ARE APPURTENANT**

On \_\_\_\_\_, 19\_\_\_\_, the undersigned (or his predecessor), adjudged Overlying Rights on the property described in Exhibit 1 attached hereto and by this inference incorporated herein, in the case of "UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, v. CITY OF ALHAMBRA, ET AL," Los Angeles Superior Court No. 924128, transferred said property and said Overlying Rights appurtenant thereto to \_\_\_\_\_, whose address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_.

That said transferee hereby names \_\_\_\_\_ whose address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_ as his/her Designee to receive all future notices and processes in said action.

DATED \_\_\_\_\_

BUYER

SELLER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To be executed by both Buyer and Seller and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by Buyer.

(Have the appropriate individual(s) or corporate attached acknowledgements completed as part of the transfer, and include Exhibit 1)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION

(To be accompanied by completed Exhibit "E" if Buyer is not a party to the Judgment)

Exhibit "G"

**CORPORATE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) <sup>ss.</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within Instrument as

\_\_\_\_\_ or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

**INDIVIDUAL(S) ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) <sup>ss.</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said  
County and State

(SEAL)

Mailing Address:  
25 East Huntington Drive  
Vanovis, CA 91016

# MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(State Well Number)
(Recordation Number)
(Owner's Designation) (To Be Completed by Watermaster)

## APPLICATION TO DRILL WATER WELL

**(1) APPLICANT:**  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**(2) LOCATION OF PROPOSED WELL:**  
Well Address: \_\_\_\_\_  
Township, Range, and Section \_\_\_\_\_  
Thomas Brothers Guide (Please indicate year, page number and  
coordinates.) \_\_\_\_\_

Assessors Parcel No. \_\_\_\_\_  
(Please attach copy of a map or sketch showing well location  
relative to streets or other major landmarks.)

**(3) NAME OF WELL DRILLING CONTRACTOR:** \_\_\_\_\_

**(4) PROPOSED USE:**                      **(5) DRILLING EQUIPMENT:**  
Municipal  Irrigation                       Rotary   
Domestic  Industrial                       Cable   
Water Quality Cleanup                       Other   
Other

**(6) PROPOSED WELL CHARACTERISTICS:**  
A. Casing Installed:  
STEEL  PLASTIC                       Gravel Packed:  
OTHER                       Yes  No  Size \_\_\_\_\_  
Diameter \_\_\_\_\_ Packed \_\_\_\_\_  
From To Gage or Diameter of From To  
ft. ft. Diam. Wall Bore ft. ft.


Size of shoe or well ring: \_\_\_\_\_  
Describe joint \_\_\_\_\_

B. Perforations or Screen:  
Type of perforation or size of screen  
From To Perf. Rows Slot  
ft. ft. per per Size  
row ft. ft.


C. Construction:  
Will a surface sanitary seal be provided? Yes  No   
To what depth? \_\_\_\_\_ ft.  
Is any strata anticipated to be sealed against pollution?  
Yes  No   
If yes, note anticipated depth of strata  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Proposed method of sealing \_\_\_\_\_

**(7) WELL TESTS:**  
Will a pump test be made? Yes  No  If yes by whom? \_\_\_\_\_  
Anticipated Well Yield \_\_\_\_\_  
Will a chemical analysis be made? Yes  No   
Will an electric log be made of well? Yes  No   
(If yes, file copy with Watermaster upon well completion)

**(8) PROPOSED PUMPING EQUIPMENT:**  
**(A) Pump**  
Electric                       Natural Gas   
Propane                       Diesel   
Other  \_\_\_\_\_  
**(B) Make** \_\_\_\_\_  
**(C) Pump Size (hp)** \_\_\_\_\_ **(gpm)** \_\_\_\_\_  
**(D) Design Efficiency** \_\_\_\_\_

**(9) PROXIMITY TO POTENTIAL SOURCES OF CONTAMINATION:**

**(A) Distance to nearest sewer line or septic tank** \_\_\_\_\_ **(ft.)**  
**(B) Wells (Please provide distance, direction and name of nearest upgradient well(s) with volatile organic chemical or nitrate levels above a maximum contaminant level, if known.)**  
\_\_\_\_\_  
\_\_\_\_\_

**(10) Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Driller Reports and any other permits for construction of a new well upon completion of proposed well.**

**(11) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other reports which validate the Applicant's need to drill a new well. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(e) of Watermaster's Rules and Regulations.**

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The applicant will furnish the Watermaster a complete well log upon completion of well construction.

Submitted for Applicant by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action:  
Approved  Denied

Date of Action: \_\_\_\_\_

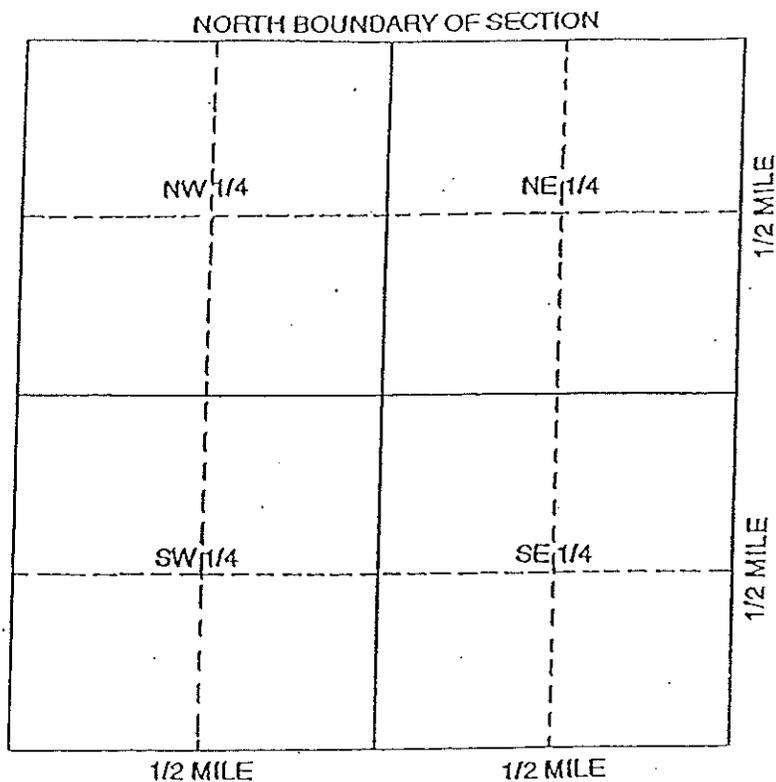
Permit Number: \_\_\_\_\_

By: \_\_\_\_\_

(Name)

(Title)

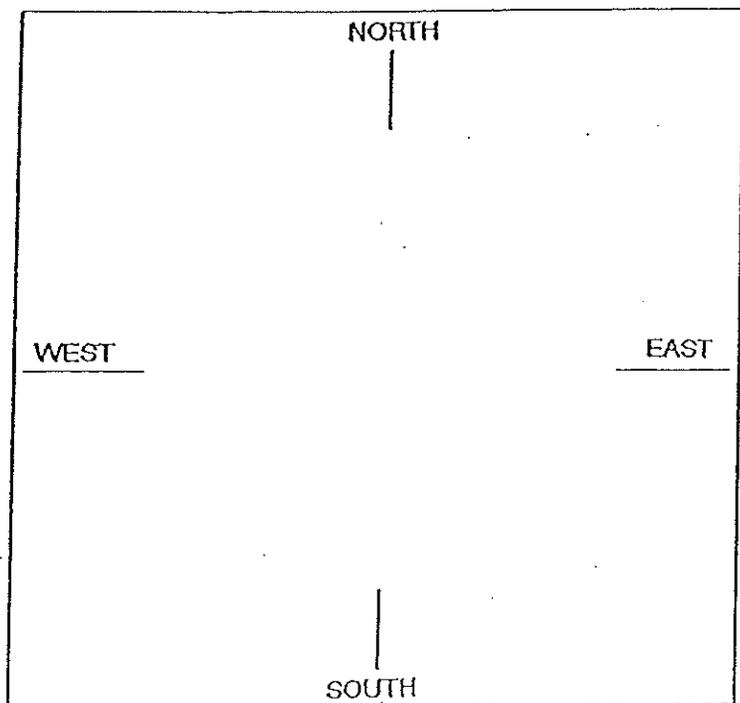
# WELL LOCATION SKETCH



Township \_\_\_\_\_ N/S  
 Range \_\_\_\_\_ E/W  
 Section No. \_\_\_\_\_

A. Location of well in sectionized areas.

Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in areas not sectionized.

Sketch roads, railroads, streams, or other features as necessary.

Indicate distances.

APPLICATION TO MODIFY EXISTING WATER WELL

(1) APPLICANT:

Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) LOCATION OF WELLS:

Well Address: \_\_\_\_\_  
Township, Range, and Section \_\_\_\_\_  
Thomas Brothers Guide (Please indicate year, page number and coordinates.) \_\_\_\_\_  
Assessor's Parcel No. \_\_\_\_\_  
(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.)

(3) NAME OF WELL DRILLING CONTRACTOR: \_\_\_\_\_

(4) TYPE OF WORK (check):

Deepening  Modify Perforations  Increase Yield   
Reconditioning  Other

(5) PROPOSED USE (check):

Municipal  Irrigation   
Domestic  Industrial   
Water Quality Cleanup   
Other

(6) DRILLING EQUIPMENT:

Rotary   
Cable   
Other

(7A) CASING INSTALLED (existing):

STEEL <input type="checkbox"/> PLASTIC <input type="checkbox"/>		Gravel Packed:		Diameter of Bore		Packed	
OTHER <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Size	From ft.	To ft.	From ft.	To ft.
From ft.	To ft.	Diam.	Gage or Wall				

Size of shoe or well ring: \_\_\_\_\_

Describe joint: \_\_\_\_\_

(7B) CASING INSTALLED (proposed):

STEEL <input type="checkbox"/> PLASTIC <input type="checkbox"/>		Gravel Packed:		Diameter of Bore		Packed	
OTHER <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Size	From ft.	To ft.	From ft.	To ft.
From ft.	To ft.	Diam.	Gage or Wall				

Size of shoe or well ring: \_\_\_\_\_

Describe joint: \_\_\_\_\_

(8A) PERFORATIONS OR SCREEN (existing):

Type of perforation or size of screen				
From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

(8B) PERFORATIONS OR SCREEN (proposed):

Type of perforation or size of screen				
From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

(9A) EXISTING CONSTRUCTION:

Was a surface sanitary seal provided? Yes  No   
To what depth? \_\_\_\_\_ ft.  
Were any strata sealed against pollution? Yes  No   
If yes, note depth of strata  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Method of sealing \_\_\_\_\_

(9B) PROPOSED CONSTRUCTION:

Will a surface sanitary seal be provided? Yes  No   
To what depth? \_\_\_\_\_ ft.  
Were any strata sealed against pollution? Yes  No   
If yes, note depth of strata  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Method of sealing \_\_\_\_\_

(10) WELL TESTS:

Was pump test made? Yes  No  (If yes, attach most recent copy)

\_\_\_\_\_ gal. min. by/ft. drawdown after \_\_\_\_\_ hrs.

Temperature of water \_\_\_\_\_

Was a chemical analysis made? Yes  No

Was electro log made of well? Yes  No

(If yes, attach most recent copy)

(11) WELL LOG:

Total depth \_\_\_\_\_ ft. Depth of completed well \_\_\_\_\_ ft.

Formation: Describe by color, character, size of material and structure \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

(Please attach copy of existing well log. If well log is not available, describe well lithology in space provided or on attached page.)

(12) HISTORIC WELL MODIFICATIONS:

(On an attached page, please provide a chronology of all historic well modifications which may have affected well yield or water quality.)

(13A) EXISTING WELL PUMP DATA:

A. Pump Type:

Electro  Natural Gas  Other   
Diesel  Propane

B. Pump Performance

Horsepower \_\_\_\_\_ GPM  
Efficiency \_\_\_\_\_

(13B) PROPOSED WELL PUMP DATA:

A. Pump Type:

Electro  Natural Gas  Other   
Diesel  Propane

B. Pump Performance

Horsepower \_\_\_\_\_ GPM  
Efficiency \_\_\_\_\_

(14) Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Drillers Report and any other permits for modification of an existing well upon completion of modification of well.

(15) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other reports which validate the Applicant's need to modify this well. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(a) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The Applicant will furnish the Watermaster a complete well log upon completion of well modification.

Submitted for Applicant by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action: Approved  Denied

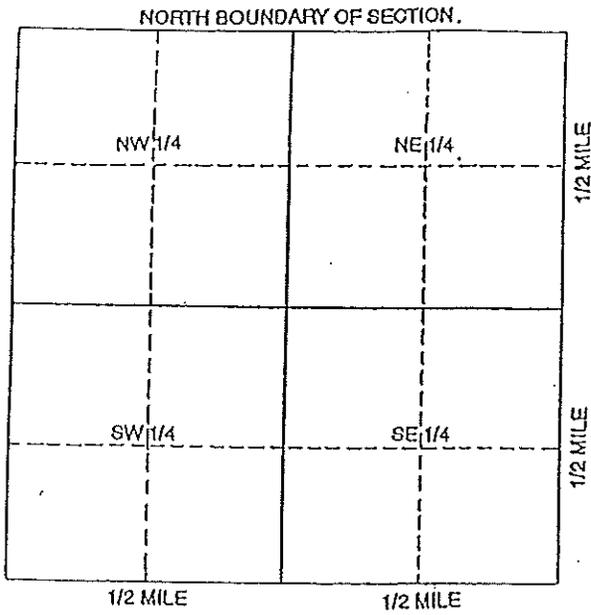
Date of Action: \_\_\_\_\_

Permit Number: \_\_\_\_\_

By: \_\_\_\_\_ (Name)

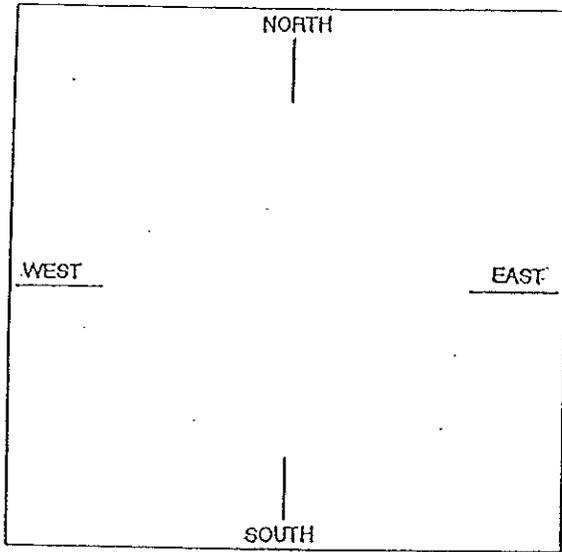
(Title)

# WELL LOCATION SKETCH



Township \_\_\_\_\_ N/S  
 Range \_\_\_\_\_ EW  
 Section No. \_\_\_\_\_

A. Location of well in sectioned area.  
 Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in area not sectioned.  
 Sketch roads, railroads, streams, or other features as necessary.  
 Indicate distances.

Mailing Address:  
425 East Huntington Drive  
Monrovia, CA 91016

# MAIN SAN GABRIEL BASIN WATERMASTER

(State Well Number)

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

(Recordation Number)

(Owner's Designation)

## APPLICATION TO DESTROY WATER WELL

**(1) APPLICANT:**

Name \_\_\_\_\_  
Address \_\_\_\_\_

**(2) LOCATION OF WELL:**

Well Address: \_\_\_\_\_  
Township, Range, and Section \_\_\_\_\_  
Thomas Brothers Guide (Please indicate year, page number and coordinates.) \_\_\_\_\_

Assessor's Parcel No. \_\_\_\_\_

(Please attach copy of a map or sketch showing well location relative to streets or other major landmarks.) \_\_\_\_\_

**(3) NAME OF WELL DRILLING CONTRACTOR:** \_\_\_\_\_

**(4) PURPOSE FOR DESTROYING WELL**

Water Quality  Physical   
Other

**(5) CURRENT USE:**

Municipal  Irrigation   
Domestic  Industrial   
Water Quality Cleanup   
Other

**(6) EXISTING CASING INSTALLED:**

STEEL  PLASTIC  Gravel Packed:  
OTHER  Yes  No  Size \_\_\_\_\_

From ft.	To ft.	Diam. ft.	Gage or Wall	Diameter of Bore	Packed	
					From ft.	To ft.

Size of shoe or well ring: \_\_\_\_\_

Describe joint \_\_\_\_\_

**(7) EXISTING PERFORATIONS OR SCREEN:**

Type of perforation or size of screen

From ft.	To ft.	Perf. per row	Rows per ft.	Slot Size

**(8) CONSTRUCTION:**

Was a surface sanitary seal provided? Yes  No   
To what depth? \_\_\_\_\_ ft.  
Were any strata sealed against pollution? Yes  No   
If yes, note depth of strata  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Method of sealing \_\_\_\_\_

**(9) WELL LOG: (Please provide a copy of well log.)**

Total depth \_\_\_\_\_ ft. Depth of completed well \_\_\_\_\_ ft.  
Formation: Describe by color, character, size of material and structure if well log cannot be provided.  
\_\_\_\_\_ ft. to \_\_\_\_\_ ft.

**(10) METHOD OF DESTROYING:** (Please provide a explanation of how the well is to be destroyed including drawings showing the proposed method of destroying. Please provide copy of County of Los Angeles permits and State Department of Water Resources Water Well Drillers report and any other permits for destruction of well following destruction of the well.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to well construction, operation, repair, modification, destruction and inactivation. The Applicant will notify the Watermaster upon completion of well destruction.

Submitted for Applicant by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action:  
Approved  Denied

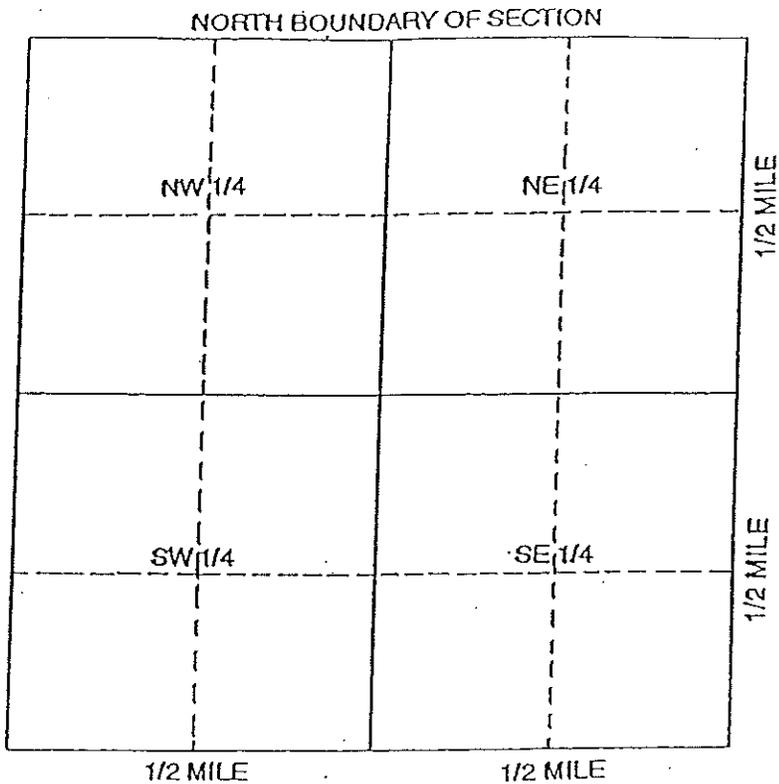
Date of Action: \_\_\_\_\_

Permit Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

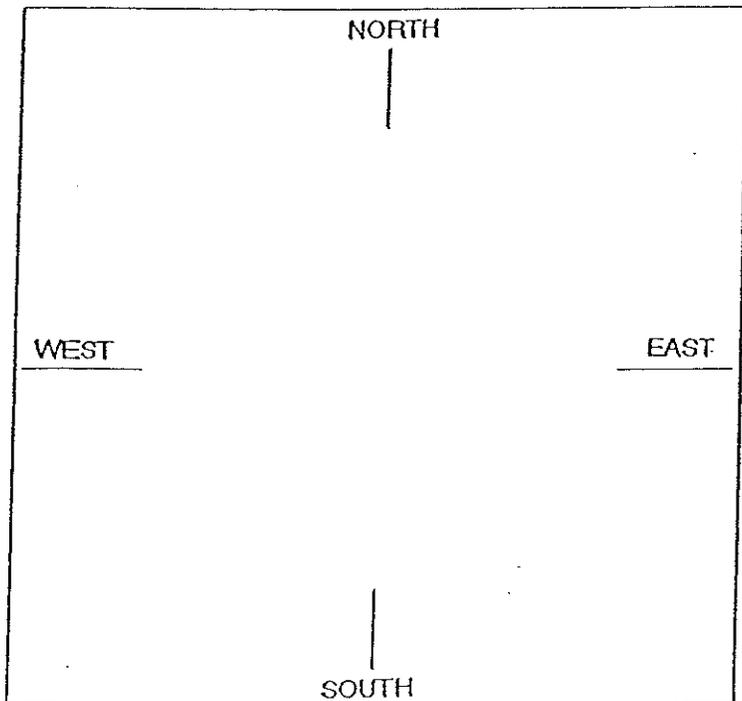
\_\_\_\_\_  
(Title)

# WELL LOCATION SKETCH



Township \_\_\_\_\_ N/S  
 Range \_\_\_\_\_ E/W  
 Section No. \_\_\_\_\_

A. Location of well in sectionized areas.  
 Sketch roads, railroads, streams, or other features as necessary.



B. Location of well in areas not sectionized.  
 Sketch roads, railroads, streams, or other features as necessary.  
 Indicate distances.

# MAIN SAN GABRIEL BASIN WATERMASTER

SUPERIOR COURT CASE NO. 924128-LOS ANGELES COUNTY

## APPLICATION FOR WATER TREATMENT FACILITY

(1) APPLICANT:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(9) INITIAL START-UP DATE: \_\_\_\_\_

(2) LOCATION OF TREATMENT FACILITY:  
Address \_\_\_\_\_

(10) EXPECTED OPERATING SCHEDULE:  
(A) Daily schedule \_\_\_\_\_  
(B) Number of days each month (Please specify if operating schedule varies month to month) \_\_\_\_\_

Thomas Brothers Guide (Please indicate year, page number and coordinates.) \_\_\_\_\_

(Please include a map showing the location of the treatment facility relative to streets, buildings, water system facilities and other points of reference.) \_\_\_\_\_

(11) EXPECTED COSTS:  
(A) Capital cost: \$ \_\_\_\_\_  
(B) Operation and maintenance: \$ \_\_\_\_\_ /AF.

(3) (A) NAME OF WATER TREATMENT FACILITY CONTRACTOR: \_\_\_\_\_  
(B) NAME OF DESIGN ENGINEER AND STATE REGISTRATION NUMBER: \_\_\_\_\_

(12) REGULATORY PERMITS: Please describe all necessary permits and/or all permits for which you have applied or have received from all regulatory agencies with regard to the proposed treatment facility. Please supply to Watermaster copies of all environmental documents required under the California Environmental Quality Act and/or the National Environmental Protection Act.

(4) PROPOSED ACTION AT TREATMENT FACILITY  
Construction  Modification  Removal   
Destruction  Other

(13) Applicant acknowledges it will comply with all portions of Section 28 of Watermaster's Rules and Regulations pertaining to quarterly data submittal, for treatment plant operation, to Watermaster. Specifically, at least the following data shall be provided on a quarterly basis:

(5) DESCRIPTION OF FACILITY:  
(A) Type of treatment:  
Volatile Organic Chemical  Nitrate  Other   
(B) Please describe the treatment process to be used at the proposed treatment plant.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Name or other designation of treatment facility;
- Quantity of water treated during quarter;
- Quantity of each contaminant removed;
- Quality of water before treatment, at beginning and end of each quarter;
- Quality of water after treatment, at beginning and end of each quarter; and
- Operation and maintenance costs for each quarter.

(C) Please list, by Owner Designation, all wells to be treated:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(14) Please provide Watermaster with copies of all feasibility studies, alternative water supply sources, water quality studies or other report which validate the Applicant's need to install a water treatment facility. Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(h) of Watermaster's Rules and Regulations.

(6) ANTICIPATED TREATMENT FACILITY CAPACITY:  
Gallons Per Minute \_\_\_\_\_  
Acro-feet Per Year \_\_\_\_\_

(7) EXPECTED CONCENTRATION OF CONTAMINANTS:

Contaminant	Contaminant		
	Influent Concentration (Parts per Billion)	Effluent Concentration (Parts per Billion)	Removal Rate (Percent)
Trichloroethylene (TCE)	_____	_____	_____
Tetrachloroethylene (PCE)	_____	_____	_____
1,1,1-Trichloroethane (1,1,1-TCA)	_____	_____	_____
Carbon Tetrachloride (CTC)	_____	_____	_____
1,1-Dichloroethylene (1,1-DCE)	_____	_____	_____
1,1-Dichloroethane (1,1-DCA)	_____	_____	_____
1,2-Dichloroethane (1,2-DCA)	_____	_____	_____
Others:	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Applicant must provide supporting data to show compliance with the requirements of Section 28 with particular reference to Section 28(h) of Watermaster's Rules and Regulations.

I hereby agree to comply with all regulations of the Main San Gabriel Basin Watermaster pertaining to treatment plant construction, operation, repair, modification, destruction and inactivation.

Submitted For Applicant By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date Received by Watermaster: \_\_\_\_\_

Watermaster Action:  
Approved  Denied

Date of Action: \_\_\_\_\_

Permit Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

(Title)

(8) DISPOSITION OF ALL TREATED WATER:  
(Please describe disposition of all treated water, and the corresponding annual amount of discharge.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1 Victor Kaleta  
2 City Attorney, Pasadena  
3 City Hall  
4 Pasadena, California 91109  
5  
6 BEST, BEST & KRIEGER  
7 Arthur L. Littleworth  
8 P. O. Box 1028  
9 Riverside, California 92502  
10 Telephone: (714) 686-1450  
11 Special Counsel for Plaintiff

12 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

13 CITY OF PASADENA, a municipal )  
14 corporation, )

15 Plaintiff, )

16 vs. )

17 CITY OF ALHAMBRA, a municipal )  
18 corporation, et al., )

19 Defendants. )

NO. Pasadena C-1323

JUDGMENT

(As Modified and Restated  
March 26, 1984)

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

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~~this action; and~~

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

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

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

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

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

/ / /  
/ / /

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

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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

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

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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;	
	A. V. Wagner; Mira Loma Mutual Water	
17	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

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.

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

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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

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

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

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

Each of said parties, and each of their agents, employees, attorneys and any and all persons acting by, through, or under them, are and each of them is subject to

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

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 Judgment  
11 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.

23  
24 X

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,

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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 / / /

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

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

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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

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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2 XX

3 In the event any party shall serve upon the parties  
4 and file with the Watermaster and with the Court a declaration  
5 of forfeiture or abandonment of its decreed right, or any  
6 part thereof, said party shall be relieved of the payment of  
7 further costs of administering the provisions of said Agreement  
8 and amendment thereto and enforcing this Judgment applicable  
9 to the right so forfeited or abandoned; provided that said  
10 relief from said further costs shall not become effective  
11 until the beginning of the next fiscal year for which a  
12 budget has not become final; and provided that said party  
13 making such forfeiture or abandonment shall pay to the  
14 Watermaster its proportion of such costs to the effective  
15 date of such relief from costs. The amount of water so  
16 abandoned or forfeited shall be available immediately for use  
17 by the parties in the proportions set forth in Paragraphs V  
18 and VI hereof, pending the time that any review shall have  
19 been made as provided for in Paragraph XXI hereof.  
20

21 XXI

22  
23 The Court hereby reserves jurisdiction and authority  
24 upon application of any party hereto, or upon its own motion,  
25 to review (1) its determination of the safe yield of either  
26 or both of said units of the Raymond Basin Area, or (2) the  
27 rights, in the aggregate, of all of the parties in either or  
28 both of said units as affected by the abandonment or forfeiture

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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

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.  
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XXIII

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

XXIV

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

XXV

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

DATED: March 26, 1984

/s/ Robert M. Olson  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT