APPENDIX A

URBAN WATER MANAGEMENT PLANNING ACT

Established: AB 797, Klehs, 1983
Amended: AB 2661, Klehs, 1990
AB 11X, Filante, 1991
AB 1869, Speier, 1991
AB 892, Frazee, 1993
SB 1017, McCorquodale, 1994
AB 2853, Cortese, 1994
AB 1845, Cortese, 1995
SB 1011, Polanco, 1995
AB 2552, Bates, 2000
SB 553, Kelley, 2000
SB 610, Costa, 2001
AB 901, Daucher, 2001
SB 672, Machado, 2001
SB 1348, Brulte, 2002
SB 1384, Costa, 2002
SB 1518, Torlakson, 2002
AB 105, Wiggins, 2004
SB 318, Alpert, 2004
SB 1087, Florez, 2005
SBX7 7, Steinberg, 2009

CALIFORNIA WATER CODE DIVISION 6
PART 2.6. URBAN WATER MANAGEMENT PLANNING

CHAPTER 1. GENERAL DECLARATION AND POLICY

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

10610.2. (a) The Legislature finds and declares all of the following:

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

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

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

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

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

(6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.

(7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.

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

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

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

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

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

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

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

CHAPTER 2. DEFINITIONS

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

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

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

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

10614. "Person" means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.

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

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

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

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

CHAPTER 3. URBAN WATER MANAGEMENT PLANS
Article 1. General Provisions

10620.

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

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

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

(d)

(1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.

(2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

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

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

10621.

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

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

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

Article 2. Contents of Plans

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

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

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

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

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

(2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree.

For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.

(3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the

past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

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

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

(1) An average water year.
(2) A single dry water year.
(3) Multiple dry water years.

For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.

(d) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

(e)

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

(A) Single-family residential.
(B) Multifamily.
(C) Commercial.
(D) Industrial.
(E) Institutional and governmental.
(F) Landscape.
(G) Sales to other agencies.
(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
(I) Agricultural.

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

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

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

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

(B) Residential plumbing retrofit.

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

(D) Metering with commodity rates for all new connections and retrofit of existing connections.

(E) Large landscape conservation programs and incentives.

(F) High-efficiency washing machine rebate programs.

(G) Public information programs.

(H) School education programs.

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

(J) Wholesale agency programs.

(K) Conservation pricing.

(L) Water conservation coordinator.

(M) Water waste prohibition.

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

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

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

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

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

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

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

(3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.

(4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.

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

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

(j) Urban water suppliers that are members of the California Urban Water Conservation Council and submit annual reports to that council in accordance with the "Memorandum of Understanding Regarding Urban Water Conservation in California," dated September 1991, may submit the annual reports identifying water demand management measures currently being implemented, or scheduled for implementation, to satisfy the requirements of subdivisions (f) and (g).

(k) Urban water suppliers that rely upon a wholesale agency for a source of water, shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (c), including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

10631.5. The department shall take into consideration whether the urban water supplier is implementing or scheduled for implementation, the water demand management activities that the urban water supplier identified in its urban water management plan, pursuant to Section 10631, in evaluating applications for grants and loans made available pursuant to Section 79163. The urban water supplier may submit to the department copies of its annual reports and other relevant documents to assist the department in determining whether the urban water supplier is implementing or scheduling the implementation of water demand management activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2.5 Water Service Reliability

10635.

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled

pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

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

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

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

Articl 3. Adoption and Implementation of Plans

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

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

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

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

10643. An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

10644.

(a) An urban water supplier shall file with the department and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be filed with the department and any city or county within which the supplier provides water supplies within 30 days after adoption.

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

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

CHAPTER 4. MISCELLANEOUS PROVISIONS

10650. Any actions or proceedings to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as follows:

(a) An action or proceeding alleging failure to adopt a plan shall be commenced within 18 months after that adoption is required by this part.

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

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

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

supplies for fish and wildlife, or any project for implementation of the plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

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

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

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

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

10657.

(a) The department shall take into consideration whether the urban water supplier has submitted an updated urban water management plan that is consistent with Section 10631, as amended by the act that adds this section, in determining whether the urban water supplier is eligible for funds made available pursuant to any program administered by the department.

(b) This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2006, deletes or extends that date.

APPENDIX B

WATER CONSERVATION BILL OF 2009

Section L: California Water Code, Division 6, Part 2.55: Water Conservation

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

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

Legislative Counsel's Digest

Senate Bill No. 7
Chapter 4

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

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

Legislative Counsel's Digest

SB 7, Steinberg. Water conservation.

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

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

eligibility for certain water management grants or loans to an urban water supplier on the implementation of certain water demand management measures.

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

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

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

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

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

Part 2.55. Sustainable Water Use and Demand Reduction

Chapter 1. General Declarations and Policy

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

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

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

(c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.

(d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.

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

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

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

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

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

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

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

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

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

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

(e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.

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

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

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

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

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

(k) Advance regional water resources management.

10608.8.

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

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

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

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

(c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water

use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.

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

Chapter 2. Definitions

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

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

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

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

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

(3) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.

(c) “Baseline commercial, industrial, and institutional water use” means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.

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

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

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

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

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

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

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

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

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

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

(j) “Interim urban water use target” means the midpoint between the urban retail water supplier's base daily per capita water use and the urban retail water supplier's urban water use target for 2020.

(k) "Locally cost effective" means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater than or equal to the present value of the local cost of implementing that measure.

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

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

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

(A) Metered.

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

(C) Treated to a minimum tertiary level.

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

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

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

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

(2) The use of recycled water.

(3) The desalination of brackish groundwater.

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

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

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

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

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

Chapter 3. Urban Retail Water Suppliers

10608.16.

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

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

10608.20.

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

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

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

(1) Eighty percent of the urban retail water supplier's baseline per capita daily water use.

(2) The per capita daily water use that is estimated using the sum of the following performance standards:

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

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

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

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

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

(A) Consider climatic differences within the state.

(B) Consider population density differences within the state.

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

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

(E) Consider different levels of commercial, industrial, and institutional water use in different regions of the state.

(F) Avoid placing an undue hardship on communities that have implemented conservation measures or taken actions to keep per capita water use low.

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

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

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

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

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

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

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

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

(2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its Internet Web site, and make written copies

available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.

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

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

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

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

10608.24.

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

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

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

(d) (1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:

(A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.

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

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

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

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

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

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

10608.26.

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

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

(2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.

(3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.

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

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

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

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

10608.28.

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

(1) Through an urban wholesale water supplier.

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

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

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

(5) By hydrologic region.

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

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

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

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

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

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

10608.43. The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for

commercial, industrial, and institutional users among various sectors of water use. The report shall include, but not be limited to, the following:

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

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

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

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

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

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

APPENDIX C

NOTIFICATION MEMORANDA

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

February 14, 2011

Raymond Basin Management Board
Tony Zampiello
725 North Azusa Avenue
Azusa, CA 91702

Dear Tony Zampiello:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Road
Arcadia, CA 91006

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide, at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

February 14, 2011

Main San Gabriel Basin Watermaster
Carol Williams
725 North Azusa Avenue
Azusa, CA 91702

Dear Carol Williams:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Road
Arcadia, CA 91006

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

February 14, 2011

County of Los Angeles
Register Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

To Whom It May Concern:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Road
Arcadia, CA 91006

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

February 14, 2011

Upper San Gabriel Valley Municipal Water District
Shane Chapman
11310 Valley Boulevard
El Monte, CA 91731

Dear Shane Chapman:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Road
Arcadia, CA 91006

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

April 15, 2011

Robert Sprowls
President and Chief Executive Officer
Golden State Water Company
630 E. Foothill Blvd.
San Dimas, CA 91773

Dear Mr. Sprowls:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP. The City of Arcadia will hold a public hearing on June 21, 2011 to consider adoption of the plan.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
11800 Goldring Road
Arcadia, CA 91006
Attn: Carmen Trujillo

If you have questions regarding this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

April 15, 2011

Ken Tcheng
Vice President/General Manager
Sunny Slope Water Company
1040 El Campo Drive
Pasadena, CA 91107

Dear Mr. Tcheng:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP. The City of Arcadia will hold a public hearing on June 21, 2011 to consider adoption of the plan.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
11800 Goldring Road
Arcadia, CA 91006
Attn: Carmen Trujillo

If you have questions regarding this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

April 15, 2011

Wayne Goehring
Superintendent
East Pasadena Water Company
3725 Mountain View Avenue
Pasadena, CA 91107

Dear Mr. Goehring:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP. The City of Arcadia will hold a public hearing on June 21, 2011 to consider adoption of the plan.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
11800 Goldring Road
Arcadia, CA 91006
Attn: Carmen Trujillo

If you have questions regarding this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

April 15, 2011

Ron Bow
Director of Public Works
City of Monrovia
415 S. Ivy Avenue
Monrovia, CA 91016

Dear Mr. Bow:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP. The City of Arcadia will hold a public hearing on June 21, 2011 to consider adoption of the plan.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
11800 Goldring Road
Arcadia, CA 91006
Attn: Carmen Trujillo

If you have questions regarding this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

April 15, 2011

Dan Arrighi
Water Resources Manager
San Gabriel Valley Water Company
11142 Garvey Avenue
El Monte, CA 91734

Dear Mr. Arrighi:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP. The City of Arcadia will hold a public hearing on June 21, 2011 to consider adoption of the plan.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
11800 Goldring Road
Arcadia, CA 91006
Attn: Carmen Trujillo

If you have questions regarding this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

April 15, 2011

Shan Kwan
Assistant General Manager
City of Pasadena Water & Power Department
150 S. Los Robles Avenue, Suite 200
Pasadena, CA 91101

Dear Mr. Kwan:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP. The City of Arcadia will hold a public hearing on June 21, 2011 to consider adoption of the plan.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
11800 Goldring Road
Arcadia, CA 91006
Attn: Carmen Trujillo

If you have questions regarding this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

April 15, 2011

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

Dear Mr. Inman:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

As an urban water supplier, the City of Arcadia is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia would like to invite you to submit comments in anticipation of the development of the 2010 UWMP. The City of Arcadia will hold a public hearing on June 21, 2011 to consider adoption of the plan.

Written comments can be provided to the following address within the next 30 days:

City of Arcadia
Public Works Services Department
11800 Goldring Road
Arcadia, CA 91006
Attn: Carmen Trujillo

If you have questions regarding this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

- Administrative Services
- City Clerk
- City Council
- City Manager
- Development Services
- Fire Department
- Library
- Museum
- Police Department
- Public Works Services
  - Capital Improvement and Equipment Plan
  - General Services Section
  - Environmental Services
  - Frequently Asked Questions
  - Maps and Directions
  - Organization Chart
  - Staff Directory
  - Streets Section
  - Service Request Form
  - Utilities Section
    - Payment Options
    - Start / Stop Water Service
    - Water Conservation Tips
    - Water Quality
  - Useful Links
  - Administration
  - Contact Us
- Recreation and Community Services

Printer Friendly

Utilities Section

The City of Arcadia is proud to be the sole provider of water and sewer services to more than 50,000 residents. The City owns and operates its water distribution system and the PWSD maintains and operates the system. The Utilities Section also fixes meter leaks and broken City mains, installs and replaces water services and helps customers shut off the water to complete needed repairs, as well as clean and maintain the main sewer line throughout the City.

Public Notice - City of Arcadia 2010 Urban Water Management Plan (UWMP)

The City is currently in the process of updating its Urban Water Management Plan (UWMP), a planning document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. Click here to view the Public Notice for the City's 2010 UWMP Plan.

Useful Information:

- Water and Sewer Rates (click here)
- Utility companies other than Water and Sewer (click here)

Water

You can request to start or stop your water service by calling the Public Works Services Department at **(626) 256-6650**, or by completing one of the online forms below. After we receive your request, we will contact you by telephone or e-mail within one working day.

Please have all of the following information ready before you contact us:

Residential Service
- Account Holder's Name
- Service Address
- Billing Address
- Your new home phone number
- Daytime phone number
- Social Security Number

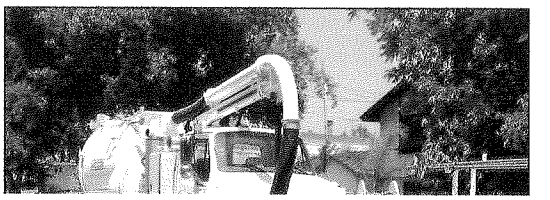
Commercial Service
- Business Name
- Service Address
- Billing Address
- Work phone number
- Federal Taxpayer ID Number
- California Drivers License Number

Please click on one of the following to request water service.

- START WATER SERVICE
- STOP WATER SERVICE

Sewer

Homeowners are responsible for house sewer connection repairs and maintenance from the home to the main City line. The City is responsible for the main line sewer in the street. Sewer crews perform



CITY OF ARCADIA

PUBLIC NOTICE
ON THE CITY OF ARCADIA
2010 URBAN WATER MANAGEMENT PLAN

Public Works Services Department

April 1, 2011

The City of Arcadia is currently in the process of updating the City's Urban Water Management Plan (UWMP). The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an UWMP and periodically update the plan at least once every five years on or before December 31st. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia is currently in the process of updating the City's 2010 UWMP and will make amendments and changes, as appropriate.

If you wish to contact the City of Arcadia about its review process, you may do so by writing to:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

APPENDIX D

NOTICE OF PUBLIC HEARING

BEACON MEDIA, INC.
Arcadia Weekly/Monrovia Weekly
Sierra Madre Weekly/Pasadena Independent
Temple City Tribune
125 E. Chestnut Ave
Monrovia, CA 91016
(626) 301-1010

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES,

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the **Arcadia Weekly**, a newspaper of general circulation which has been adjudged as a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California on the date of October 3, 1997, Case Number GS004333; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-3wit:

June 06, 13, 2011

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

Dated at Monrovia, Los Angeles County, California,

This 13th day of June , 2011

X
Signature

(This space is for the County Clerk's Filing Stamp only)

RECEIVED
JUN 7 2011
CITY OF ARCADIA
CITY CLERK

Proof of Publication of

City of Arcadia City Notices

CITY OF ARCADIA

NOTICE OF PUBLIC HEARING
ON THE CITY OF ARCADIA
2010 URBAN WATER MANAGEMENT PLAN

Public Works Services Department

June 6, 2011

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Publish: June 6, June 13, 2011.

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

Upper San Gabriel Valley Municipal Water District
Attn: Shane Chapman
11310 Valley Boulevard
El Monte, CA 91731

Dear Mr. Chapman:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

Main San Gabriel Basin Watermaster
Attn: Carol Williams
725 North Azusa Avenue
Azusa, CA 91702

Dear Ms. Williams:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

Sunny Slope Water Company
Attn: Ken Tcheng
Vice President/General Manager
1040 El Campo Drive
Pasadena, CA 91107

Dear Mr. Tcheng:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

San Gabriel Valley Water Company
Attn: Dan Arrighi, Water Resources Manager
11142 Garvey Avenue
El Monte, CA 91734

Dear Mr. Arrighi:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

Raymond Basin Management Board
Attn: Tony Zampiello
725 North Azusa Avenue
Azusa, CA 91702

Dear Mr. Zampiello:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

County of Los Angeles
Register Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

To Whom It May Concern:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

City of Monrovia
Attn: Ron Bow, Director of Public Works
415 S. Ivy Avenue
Monrovia, CA 91016

Dear Mr. Bow:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

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

Dear Mr. Inman:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

East Pasadena Water Company
Attn: Wayne Goehring, Superintendent
3725 Mountain View Ave.
Pasadena, CA 91107

Dear Mr. Goehring:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

Pasadena Water and Power
Attn: Shan Kwan, Assistant General Manager
150 S. Los Robles Avenue, Suite 200
Pasadena, CA 91101

Dear Mr. Kwan:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

City of Arcadia

Public Works Services Department

Tom Tait
Public Works Services Director

June 1, 2011

Golden State Water Company
Attn: Robert Sprowls
President & Chief Executive Officer
630 E. Foothill Blvd.
San Dimas, CA 91773

Dear Mr. Sprowls:

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

11800 Goldring Road
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 256-6554
(626) 359-7028 Fax
www.ci.arcadia.ca.us

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

Sincerely,

Ken Herman, P.E.
Deputy Public Works Services Director

KH:tbc

Utilities Section

Utilities Section

The City of Arcadia is proud to be the sole provider of water and sewer services to more than 50,000 residents. The City owns and operates its water distribution system and the PWSD maintains and operates the system. The Utilities Section also fixes meter leaks and broken City mains, installs and replaces water services and helps customers shut off the water to complete needed repairs, as well as clean and maintain the main sewer line throughout the City.

Public Notice - City of Arcadia 2010 Urban Water Management Plan (UWMP)

The City is currently in the process of updating its Urban Water Management Plan (UWMP), a planning document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. Click here to view the Public Hearing Notice for the City's 2010 UWMP Plan. In addition, click here to view the 2010 Draft UWMP. For viewing the draft's appendices, please see below:

- Appendix Part 1A
- Appendix Part 1B
- Appendix Part 1C
- Appendix Part 1D
- Appendix Part 1E
- Appendix Part 2A
- Appendix Part 2B
- Appendix Part 3A
- Appendix Part 3B
- Appendix Part 4

Useful Information:

- Water and Sewer Rates (click here)
- Utility companies other than Water and Sewer (click here)

Water

You can request to start or stop your water service by calling the Public Works Services Department at **(626) 256-6650**, or by completing one of the online forms below. After we receive your request, we will contact you by telephone or e-mail within one working day.

Please have all of the following information ready before you contact us:

Residential Service

- Account Holder's Name
- Service Address
- Billing Address
- Your new home phone number
- Daytime phone number
- Social Security Number

Commercial Service

- Business Name
- Service Address
- Billing Address
- Work phone number
- Federal Taxpayer ID Number
- California Drivers License Number

CITY OF ARCADIA

NOTICE OF PUBLIC HEARING ON THE CITY OF ARCADIA 2010 URBAN WATER MANAGEMENT PLAN

Public Works Services Department

June 6, 2011

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update the plan at least once every five years on or before December 31st, in years ending in zero and five. The due date for completion of the current UWMP has been extended to June 30, 2011. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts.

As an urban water supplier, the City of Arcadia is required to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City of Arcadia has reviewed its 2005 UWMP and incorporated changes to create the 2010 UWMP. A hardcopy of the Final Draft Plan can be located for review in the City of Arcadia City Clerk's Office. A digital copy of the Final Draft Plan can be found on the City's Website located at http://www.ci.arcadia.ca.us/home/index.asp?page=863.

The City of Arcadia City Council will hold a public hearing during the June 21, 2011 City Council meeting to hear public comments and consider adoption of the Final 2010 Draft UWMP. The City invites you to submit comments in anticipation of the City Council review and adoption of the document.

Please provide written comments prior to June 21, 2011 to the address below:

City of Arcadia
Public Works Services Department
Attn: Carmen Trujillo
11800 Goldring Rd.
Arcadia, CA 91006

If you have questions regarding to this request or about the City of Arcadia's UWMP, please contact Carmen Trujillo, Management Aide at (626) 256-6551. Thank you for your assistance in this process.

APPENDIX E

RESOLUTION ADOPTING PLAN

RESOLUTION NO. 6772

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ADOPTING AN UPDATED CITY OF ARCADIA 2010 URBAN WATER MANAGEMENT PLAN

WHERAS, the Urban Water Management Planning Act requires all urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet annually to update their Urban Water Management Plan ("UWMP") at least every five years in years ending in zero and five; and

WHEREAS, the City may make any amendments to its UWMP that are indicated following review and shall thereafter submit the UWMP to the Department of Water Resources; and

WHEREAS, the City has prepared and circulated for public review a draft 2010 UWMP and has properly noticed a public hearing; and

WHEREAS, a public hearing was held by the City of Arcadia City Council on June 21, 2011 to respond to public comments regarding the UWMP update; and

WHEREAS, UWMP is required in order for water suppliers to be eligible for State administered grants, loans and drought resistance program; and

WHEREAS, the City has updated its 2010 UWMP in compliance with the California Water Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby adopts the updated 2010 Urban Water Management Plan, a copy of which is on file in the office of the City Clerk.

SECTION 2. The Public Works Services Director is hereby authorized and directed to file a copy of the updated 2010 Urban Water Management Plan with the State Department of Water Resources.

SECTION 3. The Public Works Services Director is hereby authorized and directed to implement the water programs as set forth in the updated 2010 Urban Water Management Plan, including making recommendations to the City Council regarding necessary procedures, rules and regulations in an effort to carry out effective and equitable water programs.

SECTION 4. This Resolution shall take effect upon its adoption, and the City Clerk shall certify the adoption of this Resolution.

Passed approved and adopted this 21st day of June, 2011.

/s/ GARY A. KOVACIC

Mayor of the City of Arcadia

ATTEST:

/s/ JAMES BARROWS

City Clerk

APPROVED AS TO FORM:

Stephen P. Deitsch

Stephen P. Deitsch
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF ARCADIA)

I, JAMES H. BARROWS, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 6772 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 21st day of June, 2011 and that said Resolution was adopted by the following vote, to wit:

AYES: Council Members Amundson, Chandler, Segal and Kovacic

NOES: None

ABSENT: Council Member Harbicht

/s/ JAMES BARROWS

City Clerk of the City of Arcadia

APPENDIX F

RAYMOND BASIN JUDGMENT

Victor Kaleta
City Attorney, Pasadena
City Hall
Pasadena, California 91109

BEST, BEST & KRIEGER
Arthur L. Littleworth
P. O. Box 1028
Riverside, California 92502
Telephone: (714) 686-1450
Special Counsel for Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE 1028
RIVERSIDE, CALIFORNIA 92502

poration, Mira Loma Mutal Water Company, a corporation, El Campo Mutual Water Company, a corporation, Sunnyslope Water Company, a corporation, California Water and Telephone Company, a corporation, Crown City Ice Company, a corporation, Rancho Santa Anita, Inc., a corporation, Royal Laundry and Dry Cleaning Company, a corporation, Alice H. Graves, A. V. Wagner, Eugene E. Bean, Fred M. Wilcox, and Charles Hueston Hastings, Defendants, for the purpose of quieting the title of said plaintiff as against said defendants to the alleged prior and paramount right of said plaintiff to take, divert and use the waters within the area involved in the issues of the action situate in the County of Los Angeles, State of California, and to enjoin each defendant found to own a right to take or divert water from the Raymond Basin from taking therefrom, in any year, water in such volume as, when added to the amount which the other parties shall be adjudged and decreed to be entitled to take and divert, would result in a total annual diversion from said basin in excess of the average annual supply of water thereto; and on July 13, 1939, the above-entitled Court having issued its order directing said plaintiff to bring in and make parties to said action Ross M. Lockhard, Pasadena Cemetery Association, a corporation, Altadena Golf Club, a corporation, Henry E. Huntington Library and Art Gallery, a corporation, Bradbury Estate Company, a corporation, and East Pasadena Water Company, Ltd., a corporation, and said Court on the 8th day of November, 1939, having made its order declaring void the order to bring in new parties made July 13, 1939, insofar as East Pasadena Water Company, Ltd., is concerned, and said defendant having been dismissed from

BEST, BL & KRIEGER
4200 ORAN STREET
POST OFFIC X 1028
RIVERSIDE, CALIFORNIA 92502

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

BEST, B. & KRIEGER
4200 ORA STREET
POST OFFI. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

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

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

as attorney for defendant Flintridge Mutual Water Company; Kenneth K. Wright, Esq., appearing as attorney for defendant Valley Water Company; John C. Packard, Esq. and Kenneth K. Wright, Esq., appearing as attorneys for defendant El Campo Mutual Water Company; Messrs. Derthick, Cusack and Ganahl by W. J. Cusack, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant Crown City Ice Company; Messrs. Dunn & Sturgeon by Walter F. Dunn, Esq., Messrs. Chandler & Wright by Howard W. Wright, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendants Francis Graves, Alice Graves Stewart and Katharine Graves Armstrong; Messrs. Bailie, Turner & Lake by Norman A. Bailie, Messrs. Cruickshank, Brooke & Dunlap by Robert H. Dunlap, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant Ernest Crawford May, as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased; Messrs. Gibson, Dunn & Crutcher by Ira C. Powers, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendants 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; Messrs. Anderson and Anderson by Trent G. Anderson, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant Rubio Canon Land and Water Association; Frank P. Doherty, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant La Canada Irrigation District; Messrs. Boyle, Holmes & Garrett by John W. Holmes, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant First Trust and Savings Bank of Pasadena; Walter F.

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

Dunn, Esq., City Attorney, and Kenneth K. Wright, Esq., appearing as attorneys for defendant City of Sierra Madre; Wilton W. Webster, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant Royal Laundry and Dry Cleaning Company; Messrs. Bacigalupi, Elkus & Salinger by Claude Rosenberg, Esq., and Kenneth K. Wright, Esq., appearing as attorneys for defendant California Water and Telephone Company; Kenneth K. Wright, Esq., appearing as attorney for defendant San Gabriel Valley Water Company; Messrs. Merriam, Rinehart & Merriam by Ralph T. Merriam, Esq., appearing as attorneys for defendant Pasadena Cemetery Association; Frederick G. Stoehr, Esq., appearing as attorney for defendant A. V. Wagner; Messrs. Potter and Potter, by Bernard Potter, Esq., appearing as attorneys for defendant Mira Loma Mutual Water Company; Gerald E. Kerrin, Esq. and James C. Bone, Esq., City Attorney, appearing as attorneys for defendant City of Arcadia; Laurence B. Martin, Esq., appearing as attorney for defendant Sunny Slope Water Company; Robert E. Moore, Esq., appearing as attorney for defendant Lincoln Avenue Water Company; Messrs. Hahn and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for defendant The Las Flores Water Company; Messrs. Hahn and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for defendants Chesley E. Osborn and Kathleen M. Osborn; and Messrs. Hahn and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for defendant Canyon Mutual Water Company, and

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

of objection 18 which was withdrawn by said defendant, and

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

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

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

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

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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.

/ / /

/ / /

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

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

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

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

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

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

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

BEST, BEST & KRIEGER
4200 OR STREET
POST OFF. BOX 1028
RIVERSIDE, CALIFORNIA 92502

for appropriate action.

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

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

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

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

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

LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

III

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

IV

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

PRESENT UNADJUSTED RIGHTS TO TAKE
WATER IN RAYMOND BASIN AREA

Eastern Unit	Acre Feet Per Year
Arcadia, City of	2,527
Sierra Madre, City of	1,264

/ / /

LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

Western Unit

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

/ / /

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

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

V

In order to maintain and protect the supply of water in the ground in said Raymond Basin Area, it is necessary that the respective parties to this action be limited in the exercise of their respective present unadjusted rights, and the right, so limited, in acre feet per year, of each party to pump water from wells or otherwise take water from the ground, in the Western Unit, is as set forth in the table at the end of this Paragraph V, and in the Eastern Unit as set forth in Paragraph VI hereof. Said right, for convenience, is designated the "decreed right." In said Western Unit the amount of the decreed right of each party hereby is determined by reducing the present unadjusted right of each party as tabulated in Paragraph IV hereof, in the proportion that the safe yield of said unit, less the water taken therein by non-parties hereto, bears to the aggregate of such rights of the parties hereto in said unit. Each of said parties and

LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

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

	Acre Feet Per Year
Alhambra, City of	1,031
Arcadia, City of (including, as successor, the rights of the City of Monrovia)	2,118
California American Water Company (as successor to the California Water and Telephone Company, and including, as successor, the rights of the El Campo Mutual Water Company)	2,299
East Pasadena Water Company (as successor to the California-Michigan Land and Water Company)	515
Henry E. Huntington Library and Art Gallery (as successor to Robert A. Millikan, et al., Trustees of the Henry E. Huntington Library and Art Gallery)	262

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

Kinneloa Irrigation District (as successor to the rights of Francis P. Graves, et al.; Ross M. Lockhart; A. V. Wagner; Mira Loma Mutual Water Company; Canyon Mutual Water Company; and Chesley E. and Kathleen M. Osborn)	516
La Canada Irrigation District	100
Las Flores Water Company	249
Lincoln Avenue Water Company	567
Milum Textile Services Company (as successor to Royal Laundry and Dry Cleaning Company)	110
Pasadena Cemetery Association	91
Pasadena, City of (including, as successor, the rights of the First Trust and Savings Bank of Pasadena)	12,807
Rubio Canon Land and Water Association	1,221
San Gabriel County Water District	1,091
Sunny Slope Water Company	1,558
Valley Water Company (including, as successor, the rights of the Flintridge Mutual Water Company)	797
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

BEST, BEST & KRIEGER
4200 OR STREET
POST OF. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

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

BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

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

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

LAW OFFICES OF
BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

VII

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

VIII

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

/ / /

LAW OFFICES OF
BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

IX

A Watermaster shall be appointed by this Court to serve at the pleasure of the Court to administer and enforce the provisions of this Judgment, the Raymond Basin Area Water Exchange Agreement of 1943 and amendment thereto, attached hereto and made a part hereof, and the instructions and orders of this Court, and if any such provisions, instructions or orders of the Court, or any order, rule or direction of such Watermaster, made in accordance with and for the enforcement of this Judgment and said Agreement and amendment thereto, shall have been disobeyed or disregarded, said Watermaster hereby is empowered and authorized to report promptly to the Court such fact and the circumstances connected therewith and leading thereto.

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

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

X

There is hereby established a Raymond Basin Management Board (sometimes hereafter called "Board") which shall be the Watermaster. The Board shall have all of the rights,

LAW OFFICES OF
BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

and shall carry out all of the responsibilities, of the Watermaster as provided in this Judgment. In addition, in order to implement sound water management practices within the framework of the rights of the parties as determined herein, the Board shall have the powers set forth in Paragraph XII.

XI

The Board shall be organized and constituted as follows:

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

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

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

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

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

LAW OFFICES OF
BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

XII

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

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

LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

to perform all or part of the Watermaster functions.

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

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

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

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

LAW OFFICES OF
BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

which it provides.

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

XIII

Each party hereto at its own expense shall:

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

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

/ / /

LAW OFFICES OF
BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

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

XIV

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

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

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

LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

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

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

LAW OFFICES OF
BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

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

(5) Make an annual report on or before September 1 of each year to the parties hereto of the scope of the Watermaster's work during the preceding fiscal year and a statement of receipts and expenditures in appropriate detail, segregated as to the items attributable to the administration of the provisions of said Agreement and amendment thereto respecting the release and receipt of water, and as to the items attributable to the administration of the other provisions of said Agreement and amendment thereto and to the enforcement of this Judgment.

/ / /

/ / /

/ / /

LAW OFFICES OF
BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

XV

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

LAW OFFICES OF
BEST, BEST & RIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

XVI

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

XVII

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

LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

XVIII

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

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

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

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

XIX

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

LAW OFFICES OF BEST, BEST & RIEGER 4200 ORANGE STREET POST OFFICE BOX 1028 RIVERSIDE, CALIFORNIA 92502

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

No taking of water by any party under the provisions of said Agreement and amendment thereto concerning the release and receipt of water in any amount in excess of its decreed right to pump or otherwise take water from the ground in the Raymond Basin Area shall constitute a taking adverse to any other party; nor shall any party have the right to plead the statute of limitations or an estoppel against any other party by reason of its said taking of water in the Raymond Basin Area pursuant to a request for the release of water; nor shall such release of water by any party constitute a forfeiture or abandonment by such party of any part of its decreed right to water; nor shall such release in any wise constitute a waiver of such right, although such water, when released under the terms of said Agreement and amendment thereto, may be devoted to the public use of others; nor shall such release of water by any such party in any wise obligate any party so releasing to continue to release or furnish water to any other party or its successor in interest, or to the public generally, or to any part thereof, otherwise than as provided in Article IV of said Agreement and amendment thereto.

BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

XX

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

XXI

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

LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

XXII

The Court hereby reserves jurisdiction and authority at any time, upon application of any party, the Watermaster, or upon its own motion, to make such modifications of, or such additions to, the provisions of this Judgment, or to make such further order or orders, as may be necessary or desirable for the adequate enforcement, protection or preservation of the rights of the respective parties as declared in this Judgment or as provided in said Agreement and amendment thereto. The Court further reserves jurisdiction to make any

LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

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

XXIII

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

XXIV

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

XXV

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

DATED: March 26, 1984

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

4200 ORANGE STREET
POST OFFICE 1028
RIVERSIDE, CALIFORNIA 92502

APPENDIX G

LONG BEACH JUDGMENT

Superior Court of the State of California
For the County of Los Angeles

BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH, et al., *Plaintiffs* vs. SAN GABRIEL VALLEY WATER COMPANY, et al., *Defendants*	**No. 722647** **SETTLEMENT DOCUMENTS**

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

Approved by Joint Negotiating Committees July 6, 1964.

EXHIBIT NO. 7

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH, a municipal corporation; CENTRAL BASIN MUNICIPAL WATER DISTRICT, a municipal water district; and CITY OF COMPTON, a municipal corporation, Plaintiffs, vs. SAN GABRIEL VALLEY WATER COMPANY, a corporation; AZUSA AGRICULTURAL WATER COMPANY, a corporation; AZUSA VALLEY WATER COMPANY, a corporation; CALIFORNIA WATER & TELEPHONE COMPANY, a corporation; THE COLUMBIA LAND AND WATER COMPANY, a corporation; COVINA IRRIGATING COMPANY, a corporation; CROSS WATER COMPANY, a corporation; DUARTE WATER COMPANY, a corporation; EAST PASADENA WATER CO. LTD., a corporation; GLENDORA IRRIGATING COMPANY, a corporation; SAN DIMAS WATER COMPANY, a corporation; SOUTHERN CALIFORNIA WATER COMPANY, a corporation; SUBURBAN WATER SYSTEMS, a corporation; SUNNY SLOPE WATER CO., a corporation; VALLECITO WATER CO., a corporation; CITY OF ALHAMBRA, a municipal corporation; CITY OF ARCADIA, a municipal corporation; CITY OF AZUSA, a municipal corporation; CITY OF COVINA, a municipal corporation; CITY OF EL MONTE, a municipal corporation; CITY OF GLENDORA, a municipal corporation; CITY OF MONROVIA, a municipal corporation; CITY OF MONTEREY PARK, a municipal corporation; CITY OF SOUTH PASADENA, a municipal corporation; BALDWIN PARK COUNTY WATER DISTRICT, a county water district; and SAN GABRIEL COUNTY WATER DISTRICT, a county water district, Defendants, UPPER SAN GABRIEL VALLEY MUNICIPAL WATER	NO. 722,647 STIPULATION FOR JUDGMENT

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

Intervenors.

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

intervening defendant Upper San Gabriel Valley Municipal Water District, a municipal water district (herein sometimes referred to as Upper District); and intervening defendant California Domestic Water Company, a corporation; stipulate and agree as follows:

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

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

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

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

(c) The parties recognize and agree that the natural outflow from the San Gabriel Valley

to the Lower Area as defined in the Judgment has varied, and will vary from year to year, depending on the amount of precedent rainfall and other conditions.

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

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

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

(g) Defendant Upper District is now a member unit of The Metropolitan Water District of Southern California, which will be supplied with water from sources in northern California under an existing contract with the State of California. Certain of the defendants not within the area of defendant Upper District are within the area of San Gabriel Valley Municipal Water District, which district also has contracted with the State of California for delivery of water from sources in northern California. It is anticipated that the

importation of this water will augment the natural supply of ground water within Upper Area as defined in the Judgment. Defendant Upper District intends to replenish the San Gabriel Valley with supplemental supplies.

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

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

5. Judgment shall not be rendered pursuant hereto unless and until the execution of this stipulation by Central Basin Municipal Water District and by Upper San Gabriel Valley

Municipal Water District shall have been validated by a decree or decrees rendered in a proceeding or proceedings instituted in a court of competent jurisdiction of the State of California, and either such decree or decrees shall have become final or both of said Districts shall have further stipulated that said Judgment shall be rendered.

6. This stipulation may be executed in counterparts (each counterpart being an exact copy or duplicate of the original) and all counterparts collectively shall be considered as constituting one complete Stipulation for Judgment.

DATED: _____, 1964.

Attorneys (for the respective party listed opposite and to the right of the respective attorneys listed below)	Signature of Stipulating Party and Its Designation of Mailing Address
Leonard Putnam City Attorney Clifford E. Hayes Principal Deputy City Attorney City of Long Beach	Board of Water Commissioners of the City of Long Beach
By _____	By _____ Its _____ President
	By _____ Its _____ Secretary
Burris & Lagerlof Stanley C. Lagerlof H. Jess Senecal Jack T. Swafford	1800 East Wardlow Road Long Beach 7, California
By _____	

Burris & Lagerlof
Stanley C. Lagerlof
H. Jess Senecal
Jack T. Swafford

By _____

Central Basin Municipal Water District

By _____

Its President

By _____

Its Secretary

7439 East Florence Avenue
Downey, California

Lloyd A. Bulloch
City Attorney
City of Compton

_____

City of Compton

By _____

Its Mayor

205 South Willowbrook Avenue
Compton, California

Burris & Lagerlof
Stanley C. Lagerlof
H. Jess Senecal
Jack T. Swafford

By _____

Don D. Bercu
City Attorney
City of Alhambra

_____

City of Alhambra

By _____

Its Mayor

City Hall
111 South First Street
Alhambra, California

Taylor & Smith

By _____

James A. Nicklin
City Attorney
City of Arcadia

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

City of Arcadia

By _____

Its Mayor

City Hall
Arcadia, California

Harry C. Williams
City Attorney
City of Azusa

_____

Taylor & Smith

By _____

City of Azusa

By _____

Its Mayor

City Hall
213 East Foothill Boulevard
Azusa, California

Taylor & Smith

By _____

Azusa Agricultural Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

18352 East Foothill Boulevard
Azusa, California

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Azusa Valley Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

P. O. Box "W"
Azusa, California

Surr & Hellyer

By _____

Clayson, Stark, Rothrock & Mann

By _____

Baldwin Park County Water District

By _____

Its ____ President

By _____

Its _____ Secretary

14521 East Ramona Boulevard
Baldwin Park, California

Bacigalupi, Elkus & Salinger

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock & Mann

By _____

California Water & Telephone Company

By _____

Its ____ President

By _____

Its _____ Secretary

300 Montgomery Street
San Francisco, California

Allard, Shelton & O'Connor

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock & Mann

By _____

Columbia Land & Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

P. O. Box 296
San Dimas, California

Allard, Shelton & O'Connor

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Kerckhoff & Kerckhoff

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

George C. Gillette

_____

Henry W. Shatford
Shatford & Shatford

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

City of Covina

By _____

Its Mayor

City Hall
Covina, California

Covina Irrigating Company

By _____

Its ____ President

By _____

Its _____ Secretary

146 East College Street
Covina, California

Cross Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

15825 East Main Street
La Puente, California

Duarte Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

1101 South Oak Avenue
Duarte, California

Gray & Maddox

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

East Pasadena Water Company, Ltd.

By _____

Its ____ President

By _____

Its _____ Secretary

269 South Rosemead
Pasadena, California

James A. Nicklin
City Attorney
City of El Monte

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

City of El Monte

By _____

Its Mayor

City Hall
El Monte, California

Leonard A. Shelton
City Attorney
City of Glendora

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

City of Glendora

By _____

Its Mayor

City Hall
Glendora, California

Allard, Shelton & O'Connor

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Glendora Irrigating Company

By _____

Its ____ President

By _____

Its _____ Secretary

224 North Michigan Avenue
Glendora, California

Homer H. Bell
City Attorney
City of Monrovia

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

City of Monrovia

By _____

Its Mayor

City Hall
Monrovia, California

Charles R. Martin
City Attorney
City of Monterey Park

_____

Taylor & Smith

By _____

City of Monterey Park

By _____

Its Mayor

City Hall
320 West Newmark Avenue
Monterey Park, California

Allard, Shelton & O'Connor

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

San Dimas Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

P. O. Box 181
San Dimas, California

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

San Gabriel County Water District

By _____

Its ____ President

By _____

Its _____ Secretary

8229 East Las Tunas Drive
San Gabriel, California

J. E. Skelton

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

San Gabriel Valley Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

11142 Garvey Avenue
El Monte, California

O'Melveny & Myers

By _____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Charles R. Martin
City Attorney
City of South Pasadena

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Frank E. Gray

_____

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Hahn & Hahn

By _____

Southern California Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

11911 South Vermont Avenue
Los Angeles 44, California

City of South Pasadena

By _____

Its Mayor

825 Mission Street
South Pasadena, California

Suburban Water Systems

By _____

Its ____ President

By _____

Its _____ Secretary

16340 East Maplegrove Street
La Puente, California

Sunny Slope Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

1040 El Campo Drive
Pasadena, California

Surr & Hellyer

By _____

Clayson, Stark, Rothrock
& Mann

By _____

Vallecito Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

749 South Ninth Avenue
City of Industry, California

Stearns, Gross and Moore

By _____

California Domestic Water Company

By _____

Its ____ President

By _____

Its _____ Secretary

P. O. Box 1026, Perry Annex
Whittier, California

Ralph B. Helm

_____

Upper San Gabriel Valley
Municipal Water District

By _____

Its ____ President

By _____

Its _____ Secretary

11229 East Valley Boulevard
El Monte, California

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH, a municipal corporation; CENTRAL BASIN MUNICIPAL WATER DISTRICT, a municipal water district; and CITY OF COMPTON, a municipal corporation, Plaintiffs, vs. SAN GABRIEL VALLEY WATER COMPANY, a corporation; AZUSA AGRICULTURAL WATER COMPANY, a corporation; AZUSA VALLEY WATER COMPANY, a corporation; CALIFORNIA WATER & TELEPHONE COMPANY, a corporation; THE COLUMBIA LAND AND WATER COMPANY, a corporation; COVINA IRRIGATING COMPANY, a corporation; CROSS WATER COMPANY, a corporation; DUARTE WATER COMPANY, a corporation; EAST PASADENA WATER CO. LTD., a corporation; GLENDORA IRRIGATING COMPANY, a corporation; SAN DIMAS WATER COMPANY, a corporation; SOUTHERN CALIFORNIA WATER COMPANY, a corporation; SUBURBAN WATER SYSTEMS, a corporation; SUNNY SLOPE WATER CO., a corporation; VALLECITO WATER CO., a corporation; CITY OF ALHAMBRA, a municipal corporation; CITY OF ARCADIA, a municipal corporation; CITY OF AZUSA, a municipal corporation; CITY OF COVINA, a municipal corporation; CITY OF EL MONTE, a municipal corporation; CITY OF GLENDORA, a municipal corporation; CITY OF MONROVIA, a municipal corporation; CITY OF MONTEREY PARK, a municipal corporation; CITY OF SOUTH PASADENA, a municipal corporation; BALDWIN PARK COUNTY WATER DISTRICT, a county water district; and SAN GABRIEL COUNTY WATER DISTRICT, a county water district, Defendants, UPPER SAN GABRIEL VALLEY MUNICIPAL WATER	NO. 722,647 JUDGMENT

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

Intervenors.

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

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

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

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

(c) There is a need for a physical solution to the complex water problems which have given rise to this action.

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

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

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

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

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

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

(b) Exhibit B -- Engineering Appendix.

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

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

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

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

all persons, firms and corporations, public or private, who are represented by Central Municipal.

(d) Upper Area Parties -- the Defendants, and all persons, firms and corporations, public or private, who are represented by Upper District.

(e) Upper Area -- the area (exclusive of the Raymond Basin and the portion of San Gabriel Mountains tributary thereto) wherein surface and subsurface waters are tributary to Whittier Narrows upstream from the common boundary of Upper District and Central Municipal through Whittier Narrows.

(f) Lower Area -- the area which lies downstream from the common boundary of Central Municipal and Upper District through Whittier Narrows and which is included within the incorporated limits of the Plaintiffs.

(g) Whittier Narrows -- a gap between Merced Hills and Puente Hills shown on Exhibit A.

(h) Montebello Forebay -- the area designated as such on Exhibit A.

(i) Export to Lower Area -- water diverted from surface streams in Upper Area or pumped or developed from underground sources in Upper Area, and in either case conveyed by conduit through Whittier Narrows.

(j) Subsurface Flow -- all water which passes as ground water through Whittier Narrows at the "narrowest section" as shown on Exhibit A.

(k) Surface Flow -- all water other than Export to Lower Area and Subsurface Flow, which passes from Upper Area to Lower Area through Whittier Narrows.

(l) Usable Water -- all Surface Flow, Subsurface Flow and Export to Lower Area, but excluding:

(1) that portion of Surface Flow, if any, which crosses the southerly boundary of Montebello Forebay as surface runoff less the amount of Surface Flow which has been caused to flow out of Montebello Forebay as surface runoff by any spreading of water in Montebello Forebay by or on behalf of Lower Area Parties, or any of them;

(2) water imported by or on behalf of Lower Area Parties from outside of the watershed of the San Gabriel River System;

(3) Reclaimed Water, as defined in subparagraph (o) herein, provided, however, that Reclaimed Water (other than that reclaimed by or on behalf of Lower Area Parties) which is percolated and commingled with ground water in Upper Area shall be deemed Subsurface Flow, Surface Flow, or Export to Lower Area as the case may be, when and if it passes through Whittier Narrows;

(4) that portion, if any, of Export to Lower Area which in any Water Year after September 30, 1966, exceeds 23,395 acre-feet;

(5) Make-up Water, as defined in subpara-

graph (m) herein; and

(6) any water whether flowing on the surface or beneath the surface of the ground which has passed any of the points of surface measurement in Whittier Narrows shown on Exhibit B and prior to its passing from Upper Area to Lower Area is intercepted and returned upstream by conduit or otherwise so that it could again pass any such points of measurement.

(m) Make-up Water -- water of usable quality for ground water recharge required to be delivered to Lower Area under terms of paragraph 5 of this Judgment.

(n) Water Year -- October 1 through the following September 30.

(o) Reclaimed Water -- water reclaimed from sewage generated in the watershed of the San Gabriel River System above Whittier Narrows.

DECLARATION OF RIGHT

4. Lower Area Parties have rights in the water supply of the San Gabriel River System. The nature and extent of such rights is not known; however, Lower Area Parties and all other persons downstream from Whittier Narrows who receive water from the San Gabriel River System or have rights in and to such water, shall have, as against Upper Area Parties and all other pumpers of water in the San Gabriel Valley, a right to receive from Upper Area an average annual usable supply of ninety-eight thousand four hundred fifteen (98,415) acre-feet of water over a long-term period of normal rainfall derived as set forth in Exhibit B, consisting

of Surface Flow, Subsurface Flow, Export to Lower Area and Make-up Water. If in the future a court of competent jurisdiction shall decree that any person downstream from Whittier Narrows within Central and West Basin Water Replenishment District who is not bound by this Judgment, shall have, as against Upper Area Parties and substantially all other pumpers in the San Gabriel Valley, a right to receive from Upper Area a stated amount of usable supply consisting of Surface Flow, Subsurface Flow, Export to Lower Area or Make-up Water, which right arose out of and is based upon the ownership of land or the production of water downstream from Whittier Narrows and within Central and West Basin Water Replenishment District, then and in that event the stated amount of such right so decreed shall not increase the declared rights as set forth in this paragraph 4.

PHYSICAL SOLUTION

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

AVERAGE ANNUAL ENTITLEMENT

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

BASIS OF ANNUAL ENTITLEMENT

(b) The outflow of water from Upper Area through Whittier Narrows to Lower Area has

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

DETERMINATION OF RAINFALL

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

RAINFALL ADJUSTMENT TABLE

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

TABLE A

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

(In Acre-feet)

Inches of Rain-fall	0	.1	.2	.3	.4	.5	.6	.7	.8	.9
14	64,200	64,900	65,700	66,500	67,200	68,000	68,700	69,500	70,300	71,100
15	71,800	72,600	73,400	74,100	74,900	75,600	76,400	77,200	77,900	78,700
16	79,500	80,200	81,000	81,800	82,600	83,300	84,000	84,800	85,600	86,400
17	87,100	87,900	88,700	89,400	90,200	91,000	91,500	92,500	93,200	94,000
18	94,800	95,300	96,200	96,900	97,600	98,300	98,800	99,500	100,100	100,800
19	101,400	102,000	102,700	103,300	103,900	104,500	105,100	105,700	106,300	107,000
20	107,600	108,200	108,800	109,400	110,100	110,700	111,300	111,900	112,500	113,100
21	113,700	114,300	115,000	115,600	116,200	116,800	117,400	118,100	118,600	119,300
22	119,900	120,400	121,000	121,600	122,200	122,700	123,300	123,900	124,400	125,000
23	125,500	126,100	126,700	127,200	127,800	128,400	128,900	129,500	130,100	130,600
24	131,200	131,700	132,200	132,700	133,100	133,700	134,100	134,700	135,100	135,600

DETERMINATION OF ACCRUED DEBIT OR CREDIT

(e) The difference between the aggregate of water entitlements determined as provided in this Judgment and the aggregate of Usable Water and delivered Make-up Water shall be computed as of the end of each Water Year. Any excess of water entitlements over the quantity of Usable Water and Make-up Water received by Lower Area after September 30, 1963, is hereinafter referred to as Accrued Debit of Upper Area. Any excess of Usable Water and Make-up Water received by Lower Area after September 30, 1963, over water entitlements, is hereinafter referred to as Accrued Credit of Upper Area.

ACCRUED DEBIT

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

ACCRUED CREDIT

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

LONG-TERM ACCOUNTING

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

In making such Long-term Accounting for any such period (herein called Long-term Accounting Period), the aggregate of all Usable Water and Make-up Water received by Lower Area during such period shall be determined and (a) there shall be deducted from said aggregate the amount of Make-up Water, if any, delivered during such period by reason of the existence of an Accrued Debit of Upper Area at the end of the immediately preceding Long-term Accounting Period, or (b) there shall be added to said aggregate the amount of any Accrued Credit of Upper Area determined to exist at the end of the immediately preceding Long-term Accounting Period. The net aggregate amount of Usable Water and Make-up Water so computed shall be compared to the result to be obtained by (1) multiplying the 98,415 acre-feet of water to be received by

Lower Area as its average annual usable supply by the number of Water Years in the Long-term Accounting Period, and (2) adjusting the product by the percentage by which the average annual rainfall (to the nearest one hundredth of an inch) for the Long-term Accounting Period involved exceeds or is less than 18.52 inches. (i.e.:

$$98{,}415 \times (\text{number of Water Years in Period}) \times \frac{(\text{average rainfall for the Period})}{18.52}.)$$

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

MAKE-UP WATER DELIVERY

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

SURFACE FLOW DELIVERY

(1) By causing water other than Reclaimed Water to flow on the surface into Montebello Forebay by any means and from any source, provided that such deliveries shall

be at such rates or flows and at such times as may be scheduled by the Watermaster.

RECLAIMED WATER CREDIT

(2) By paying to Central Municipal for the benefit of all Lower Area Parties the total amount or any portion of the total amount which Central and West Basin Water Replenishment District or any Plaintiff shall have expended in reclaiming water or for the purchase of Reclaimed Water in the preceding Water Year, and which water when so reclaimed or purchased shall have been passed through Whittier Narrows to Lower Area. Upon written request made by Upper District not later than three months after the end of a Water Year, Central Municipal shall give a written notice to Upper Distric and the Watermaster of the total number of acre-feet of such Reclaimed Water so reclaimed or purchased during the preceding Water Year and of the cost per acre-foot therefor at the existing Whittier Narrows Water Reclamation Plant for reclamation of waste water, and at any future additions thereto, and payment therefor at said cost, or costs, may be made not later than one year after receipt of such written notice. Such payment shall be made for the total production of Reclaimed Water from the existing plant in the preceding Water Year before Upper District shall be entitled to make payment for all, or any portion of,

Reclaimed Water produced in that year by any future addition to that plant. Such payment by Upper District on behalf of Defendants shall be deemed a delivery of Make-up Water equal to the quantity of Reclaimed Water for which the expenditure of a like sum would have paid at the cost, or costs, per acre-foot so paid for such Reclaimed Water. In no event, however, shall any payment by Upper District under this subparagraph (i)(2) be deemed a delivery of Make-up Water in excess of 14,735 acre-feet in any Water Year during which the amount of Make-up Water required to be furnished by Upper Area is available to it at ground water replenishment rates for delivery to Lower Area, except with the prior written consent of Plaintiffs.

DIRECT DELIVERY

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

WATER RIGHTS BOUND

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

rights of Lower Area Parties.

TRANSFER OF WATER RIGHTS

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

If any Defendant shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Defendant shall have appeared in this action and filed a valid and effective express assumption of the obligations imposed upon such Defendant under this Judgment as to such transferred water rights, such transferring Defendant shall thereupon be discharged from all obligations hereunder. If any Defendant other than Upper District shall cease to own any rights in and to the water supply of the San Gabriel River System upstream from Lower Area, and shall have caused the appearance

and assumption provided for in the third preceding sentence with respect to each voluntary transfer, then upon application to this Court and after notice and hearing such Defendant shall thereupon be relieved and discharged from all further obligations hereunder. Any such discharge of any Defendant hereunder shall not impair the aggregate rights of Lower Area Parties or the responsibility hereunder of the remaining Defendants or any of the successors.

WATERMASTER PROVISIONS

WATERMASTER APPOINTMENT

6. A Watermaster comprised of three persons to be nominated as hereinafter provided shall be appointed by and serve at the pleasure of and until further order of this Court. One shall be a representative of Upper Area Parties nominated by and through Upper District, one shall be a representative of Lower Area Parties nominated by and through Central Municipal, and one shall be jointly nominated by Upper District and Central Municipal. If a dispute arises in choosing the joint appointee, the Court shall make the appointment. If Central Municipal or Upper District shall at any time or times nominate a substitute appointee in place of the appointee last appointed to represent Lower Area Parties, in the case of Central Municipal, or to represent Upper Area Parties, in the case of Upper District, or if Central Municipal and Upper District shall at any time or times jointly nominate a substitute appointee in place of the joint appointee last appointed,

such substitute appointee shall be appointed by the Court in lieu of such last appointee or joint appointee. Each such nomination shall be made in writing, served upon the other parties to this action and filed with the Court. The Watermaster when so appointed shall administer and enforce the provisions of this Judgment and the instructions and subsequent orders of this Court.

POWERS AND DUTIES

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

(a) the amount of Surface Flow,

(b) the amount of Subsurface Flow,

(c) the amount of Export to Lower Area,

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

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

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

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

(h) the amount of local storm inflow, originating in Lower Area, to the channel of

each of Rio Hondo and San Gabriel River within Montebello Forebay,

(i) the surface outflow from Montebello Forebay in the channel of each of the Rio Hondo and San Gabriel River,

(j) the number of inches of depth of average rainfall in the San Gabriel Valley,

(k) the average annual rainfall in the San Gabriel Valley for the ten consecutive Water Years just ended,

(l) Lower Area Annual Entitlement or the entitlement for the Long-term Accounting Period, determined pursuant to subparagraph (d) or (h), respectively, of paragraph 5 of this Judgment,

(m) Accrued Debit of Upper Area, if any, or Accrued Credit of Upper Area, if any, as it exists at the end of such Water Year, and

(n) the amount, if any, of Make-up Water which Upper District is obligated to deliver during the following Water Year.

DETERMINATIONS TO BE BASED ON EXHIBIT B

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

REPORTS MEASUREMENTS AND DATA

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

The Watermaster shall cause to be installed and maintained in good working order such measuring

devices in Whittier Narrows and elsewhere as are necessary or required and not otherwise available for the making of the determinations required by paragraph 7 above.

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

OBJECTIONS

10. Any party who objects to any determination made by the Watermaster pursuant to paragraph 7 above, may make such objection in writing to the Watermaster within thirty (30) days after the Watermaster gives the required written notice of such determination. Within thirty (30) days after expiration of the time within which objection may be made to such determination, the Watermaster shall consider all objections thereto and shall amend, modify or affirm the determination and give notice thereof at the same time to all parties and shall file a copy of such final determination with the Court. If the Watermaster denies any objection in whole or in part, the party whose objection was so denied may within thirty (30) days after service of the final determination upon it, make written objection to such denial by filing its objections with the Court after first mailing a copy of such objections to the

Watermaster and to each party, and such party shall bring its objections on for hearing before the Court upon notice and motion and at such time as the Court may direct. If the Watermaster shall change or modify any determination, then any party may within fifteen (15) days after service of such final determination upon it object to such change or modification by following the procedure prescribed above in the case of a denial of an objection to the first determination. If objection to a final determination is filed with the Court as herein provided and brought on for hearing, then such final determination may be confirmed or modified in whole or in part as the Court may deem proper.

CHANGE IN METHOD OF MEASUREMENT

11. If the Watermaster shall deem it advisable to make a change in the method of making any measurement required under the terms of this Judgment, the Watermaster shall notify all parties of such proposed change, and if within sixty (60) days of such notification no party shall file written objections to such change with the Watermaster, the Watermaster may put such proposed change into effect. If, however, any party files its written objection to the proposed change, it shall by notice of motion filed not later than fifteen (15) days after the expiration of said 60-day period and served on the Watermaster and all parties bring its objection on for hearing before the Court at such time as the Court may direct, and the Court shall rule on whether the Watermaster may make such proposed change.

BUDGET

12. In addition to the above-specified administrative powers and duties, the Watermaster shall prepare a tentative budget for each Water Year, stating the estimated expense for discharging the duties of the Watermaster set forth in this Judgment. The Watermaster shall mail a copy of the tentative budget to each of the parties at the same time at least sixty (60) days before the beginning of each Water Year. However, with respect to the first Water Year following the entry of this Judgment, the tentative budget shall be mailed not later than one hundred and twenty (120) days from the entry of this Judgment. If any party has an objection to a tentative budget, or any suggestions with respect thereto, that party shall present the same in writing to the Watermaster within fifteen (15) days after service of the tentative budget upon it. If no objections are received, the tentative budget shall become the final budget. If objections to the tentative budget are received, the Watermaster shall, within fifteen (15) days after the expiration of the time for presenting objections, consider all such objections, prepare a final budget, and mail a copy thereof to each party, together with a statement of the amount assessed, if any, to each party, computed as provided in paragraph 13. If the Watermaster denies any objection in whole or in part, the party whose objection was so denied may, within fifteen (15) days after service of the final budget upon it, make written objection to such denial by filing

its objections with the Court after first mailing a copy of such objections to each party, and such party shall bring its objections on for hearing before the Court upon notice and motion and at such time as the Court may direct. If the Watermaster makes a change in the tentative budget, then any party may within fifteen (15) days after service of the final budget upon it object to any such change by following the procedure prescribed above in the case of a denial of an objection to the tentative budget. If objection to the final budget is filed with the Court as herein provided and brought on for hearing, then such final budget may be confirmed or adjusted in whole or part as the Court may deem proper.

FEES AND EXPENSES

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

Payment of the amount assessed to a party, whether or not subject to adjustment by the Court as provided in paragraph 12, shall be paid on or prior to the beginning of the Water Year to which the final budget and statement of assessed costs is applicable. If such payment by any party is not made on or before said date, the Watermaster shall add a penalty of 5% thereof to such party's

statement. Payment required of any party hereunder may be enforced by execution issued out of this Court, or as may be provided by order hereinafter made by this Court. All such payments and penalties received by the Watermaster shall be expended by him for the administration of this Judgment. Any money remaining at the end of any Water Year shall be available for use in the following Water Year.

SUCCESSOR OF UPPER DISTRICT

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

CONTINUING JURISDICTION OF THE COURT

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

with herein may, in the Court's opinion, justify or require such modification, amendment or amplification.

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

methods, redetermine the average annual amount of Usable Surface Flow, Subsurface Flow and Export to Lower Area received each Water Year during the base period, and on the basis thereof modify paragraphs 4 and 5 of this Judgment to provide for a new and different water entitlement and yearly adjustment thereto, which modifications shall be effective and control commencing with the Water Year following the entry of the order so modifying paragraphs 4 and 5.

REPORT OF TRANSFER OF WATER RIGHTS

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

(a) The identity of the transferor;

(b) The identity of the transferee;

(c) The effective date of the transfer;

(d) A brief description of the document by which such transfer is made, and the recording data, if any;

(e) A statement as to whether the transfer was voluntary or involuntary;

(f) A statement whether or not after such transfer the transferor still has or

claims to have any of the water rights which are the subject of Paragraph 5(j) of this Judgment.

NOTICES

17. All notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment shall be given or made by written document and shall be served by mail on each party and on each transferee of water rights who has appeared and filed the assumption of obligations required by paragraph 5(k) of this Judgment, and where required or appropriate, on the Watermaster. For all purposes of this paragraph the mailing address of each party shall be that set forth below its signature to the Stipulation for Judgment, and the mailing address of each transferee of water rights shall be that set forth in the appearance and assumption of obligations required by paragraph 5(k) of this Judgment, until changed as provided below. No further notice of any kind as to any matter arising hereunder, including notice to attorneys of record for any party or such transferee, need be given, made or served.

If any party or any such transferee of water rights shall desire to change its designation of mailing address, it shall file a written notice of such change with the clerk of this court and shall serve a copy thereof by mail on the Watermaster. Upon the receipt of any such notice the Watermaster shall promptly give written notice thereof to each party and to each transferee of water rights.

EFFECTIVE DATE

18. The rights decreed and the obligations imposed by this Judgment shall be effective October 1, 1963, and shall accrue from that date.

COSTS

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

Dated: _____, 1964.

_____
Judge

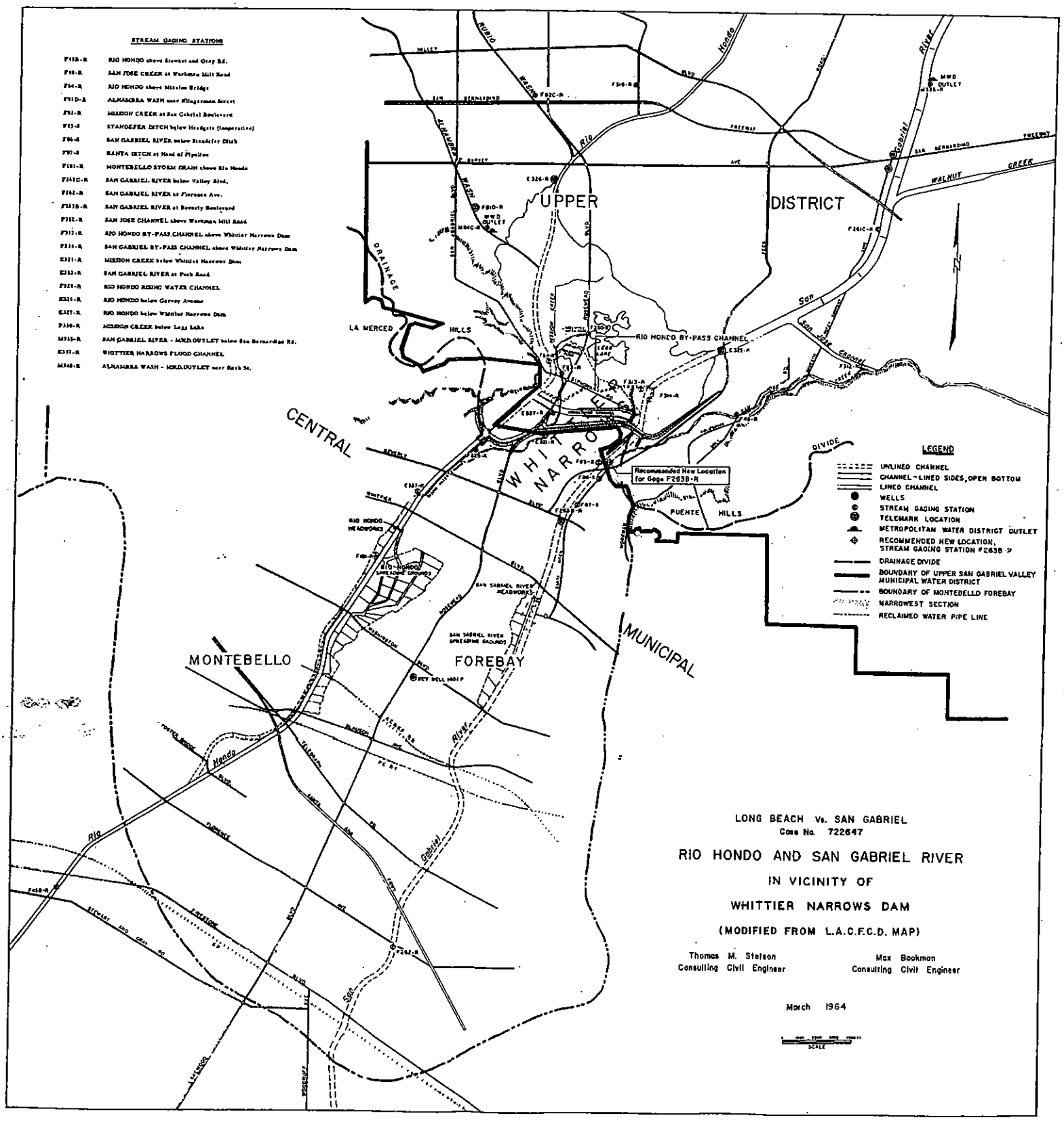

STREAM GAGING STATIONS
RIO HONDO above Stewart and Gray Rd.
SAN JOSE CREEK at Workman Mill Road
RIO HONDO above Mission Bridge
ALHAMBRA WASH near Klingerman Street
MISSION CREEK at San Gabriel Boulevard
STANDEFER DITCH below Headgate (Inoperative)
SAN GABRIEL RIVER below Standefer Ditch
SANTA DITCH at Head of Pipeline
MONTEBELLO STORM DRAIN above Rio Hondo
SAN GABRIEL RIVER below Valley Blvd.
SAN GABRIEL RIVER at Florence Ave.
SAN GABRIEL RIVER at Beverly Boulevard
SAN JOSE CHANNEL above Workman Mill Road
RIO HONDO BY-PASS CHANNEL above Whittier Narrows Dam
SAN GABRIEL BY-PASS CHANNEL above Whittier Narrows Dam
MISSION CREEK below Whittier Narrows Dam
SAN GABRIEL RIVER at Peck Road
RIO HONDO RISING WATER CHANNEL
RIO HONDO below Garvey Avenue
RIO HONDO below Whittier Narrows Dam
MISSION CREEK below Legg Lake
SAN GABRIEL RIVER - MWD OUTLET below San Bernardino Rd.
WHITTIER NARROWS FLOOD CHANNEL
ALHAMBRA WASH - MWD OUTLET near Rock St.
UPPER
DISTRICT
CENTRAL
MUNICIPAL
WHITTIER NARROWS
MONTEBELLO
FOREBAY
LA MERCED
HILLS
PUENTE
HILLS
DRAINAGE
DIVIDE
RIO HONDO BY-PASS CHANNEL
Recommended New Location for Gage F263B-R
RIO HONDO HEADWORKS
RIO HONDO SPREADING GROUNDS
SAN GABRIEL RIVER HEADWORKS
SAN GABRIEL RIVER SPREADING GROUNDS
WALNUT CREEK
San Jose Channel
Rio Hondo
San Gabriel River
LEGEND
UNLINED CHANNEL
CHANNEL-LINED SIDES, OPEN BOTTOM
LINED CHANNEL
WELLS
STREAM GAGING STATION
TELEMARK LOCATION
METROPOLITAN WATER DISTRICT OUTLET
RECOMMENDED NEW LOCATION, STREAM GAGING STATION F263B-R
DRAINAGE DIVIDE
BOUNDARY OF UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
BOUNDARY OF MONTEBELLO FOREBAY
NARROWEST SECTION
RECLAIMED WATER PIPE LINE
LONG BEACH Vs. SAN GABRIEL
Case No. 722647
RIO HONDO AND SAN GABRIEL RIVER
IN VICINITY OF
WHITTIER NARROWS DAM
(MODIFIED FROM L.A.C.F.C.D. MAP)
Thomas M. Stetson
Consulting Civil Engineer
Max Bookman
Consulting Civil Engineer
March 1964
SCALE

EXHIBIT A

LONG BEACH v. SAN GABRIEL

ENGINEERING APPENDIX

EXHIBIT B

ENGINEERING APPENDIX

Table of Contents

	Page No.
Introduction	1
I. Derivation of Lower Area Average Annual Entitlement	1
A. Usable Surface Flow	1
B. Subsurface Flow	4
C. Export to Lower Area	6
D. Derivation of Lower Area Average Annual Entitlement	8
II. Determination of Future Lower Area Annual Entitlement	8
III. Future Measurements	10
A. Surface Water Measurements and Calculations	10
B. Subsurface Flow	13
C. Export to Lower Area	17
IV. Accounting	18
A. Components of Usable Water	18
1. Surface Flow	18
2. Subsurface Flow	19
3. Export to Lower Area	19
B. Calculation of Usable Water	19
C. Determination and Delivery of Make-up Water	21
D. Long-term Accounting	23
E. Water Usable for Ground Water Replenishment	23

Tables

Table No.	Title	Page No.
1	Calculation of Usable Surface Flow Received by Lower Area	3
2	Subsurface Flow	5
3	Export to Lower Area	7
4	Lower Area Average Annual Entitlement	8
5	Annual Rainfall for San Gabriel Valley	9
6	Rainfall-Runoff Relationship of Sycamore Canyon	13

ENGINEERING APPENDIX

INTRODUCTION

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

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

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

I. DERIVATION OF LOWER AREA AVERAGE ANNUAL ENTITLEMENT

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

A. Usable Surface Flow

For the base period, Usable Surface Flow was calculated as that portion of Surface Flow which percolated

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

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

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

TABLE 1

CALCULATION OF USABLE SURFACE FLOW

DURING BASE PERIOD

(Acre-Feet)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
	Surface Flow						Montebello Forebay surface outflow								
Water Year	Rio Hondo F-64	Mission Creek F-83	Rio Hondo Bypass F-313	Sycamore Canyon	San Gabriel River at maximum rising water	Total (2+3+4+5+6)	Rio Hondo F-45	San Gabriel River F-262	Subtotal (8+9)	Montebello Storm Drain F-181	Outflow of Surface Flow (10-11)	Surface Flow percolated in Montebello Forebay (7-12)	Colorado River water passing Whittier Narrows	One-half of Raymond Basin sewage discharged in Upper Area	Usable Surface Flow (13-14-15)
1934-35	29,230	9,140	0	390	22,410	61,170	6,000	4,700	10,700	1,650	9,050	52,120		2,650	49,470
36	20,700	9,810	0	70	16,140	46,720	4,220	1,750	5,970	890	5,080	41,640		2,735	38,905
37	50,900	10,840	0	260	47,750	109,750	26,870	21,000	47,870	2,170	45,700	64,050		2,865	61,185
38	209,330	14,700	0	510	109,120	333,660	172,100	60,000	232,100	2,050	230,050	103,610		2,960	100,650
39	30,650	16,330	0	200	38,380	85,560	9,540	2,540	12,080	980	11,100	74,460		2,970	71,490
1939-40	27,660	16,210	0	110	29,510	73,490	4,850	1,900	6,750	890	5,860	67,630		2,985	64,645
41	130,650	18,120	0	1,070	112,440	262,280	93,260	75,780	169,040	4,090	164,950	97,330		3,205	94,125
42	28,810	18,740	0	80	43,770	91,400	6,730	13,570	20,300	960	19,340	72,060		3,140	68,920
43	59,470	17,410	0	150	222,670	299,700	41,910	186,420	228,330	2,580	225,750	73,950		3,235	70,715
44	51,390	18,850	0	220	121,420	191,880	26,820	79,930	106,750	2,390	104,360	87,520		3,545	83,975
1944-45	32,300	18,020	0	70	57,130	107,520	8,460	26,110	34,570	770	33,800	73,720		3,490	70,230
46	43,160	15,630	0	70	51,580	110,440	11,280	16,480	27,760	870	26,890	83,550		3,635	79,915
47	48,410	14,230	0	110	56,790	119,540	16,030	27,650	43,680	1,350	42,330	77,210		3,785	73,425
48	25,370	12,670	0	20	20,970	59,030	3,510	0	3,510	910	2,600	56,430		2,065	54,365
49	11,100	10,640	0	40	13,590	35,370	1,490	0	1,490	860	630	34,740		0	34,740
1949-50	12,280	8,780	0	110	11,780	32,950	2,840	0	2,840	1,240	1,600	31,350		0	31,350
51	7,880	6,700	0	0	8,420	23,000	780	0	780	890	-110	23,110		0	23,110
52	34,570	6,090	0	530	56,800	97,990	26,040	24,250	50,290	3,330	46,960	51,030		0	51,030
53	16,120	6,210	0	50	22,350	44,730	3,450	980	4,430	1,430	3,000	41,730		0	41,730
54	23,390	3,580	7,230	100	18,130	52,430	10,760	3,790	14,550	2,190	12,360	40,070	15,690	0	24,380
1954-55	11,350	3,100	9,730	70	14,630	38,880	8,000	1,000	9,000	1,210	7,790	31,090	23,130	0	7,960
56	16,180	2,310	14,990	150	28,930	62,560	14,540	10,360	24,900	2,110	22,790	39,770	42,870	0	-3,100
57	16,840	1,840	20,400	50	22,220	61,350	4,640	1,390	6,030	1,120	4,910	56,440	51,870	0	4,570
58	119,320	2,660	15,300	540	91,320	229,140	30,260	23,960	54,220	3,250	50,970	178,170	103,900	0	74,270
1958-59	39,800	3,920	0	10	39,790	83,520	3,900	3,130	7,030	1,230	5,800	77,720	59,390	0	18,330
TOTALS	1,096,860	266,530	67,650	4,980	1,278,040	2,714,060	538,280	586,690	1,124,970	41,410	1,083,560	1,630,500	296,850	43,265	1,290,385
Averages	43,870	10,660	2,710	200	51,120	108,560	21,530	23,470	45,000	1,660	43,340	65,220	11,870	1,730	51,620

B. Subsurface Flow

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

Table 2 sets out the Subsurface Flow for each Water Year in the base period and the average annual Subsurface Flow during the base period.

TABLE 2

SUBSURFACE FLOW
DURING BASE PERIOD

Water Year	Acre-Feet
1934-35	33,500
36	33,500
37	31,100
38	25,600
39	25,000
1939-40	23,900
41	23,300
42	21,800
43	21,900
44	23,700
1944-45	23,500
46	23,100
47	22,400
48	25,700
49	30,300
1949-50	34,000
51	32,800
52	32,100
53	32,800
54	33,200
1954-55	33,600
56	32,200
57	32,600
58	30,500
1958-59	27,800
TOTAL	709,900
Average	28,400

C. Export to Lower Area

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

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

Table 3 sets forth Export to Lower Area for each Water Year during the base period and the average annual Export to Lower Area during the base period.

TABLE 3

EXPORT TO LOWER AREA
DURING BASE PERIOD

Water Year	Acre-Feet
1934-35	15,049
35-36	21,644
36-37	22,668
37-38	25,151
38-39	27,532
1939-40	22,566
40-41	24,191
41-42	27,514
42-43	30,484
43-44	31,182
1944-45	25,953
45-46	27,456
46-47	29,877
47-48	30,165
48-49	25,515
1949-50	18,363
50-51	21,651
51-52	16,302
52-53	18,141
53-54	18,360
1954-55	18,796
55-56	20,728
56-57	19,686
57-58	22,031
58-59	23,881
TOTAL	584,886
Average	23,395

D. Derivation of Lower Area Average Annual Entitlement

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

TABLE 4

LOWER AREA AVERAGE ANNUAL ENTITLEMENT

(In acre-feet for base period)

Usable Surface Flow (Table 1)	51,620
Subsurface Flow (Table 2)	28,400
Export to Lower Area (Table 3)	23,395
Sub-total	103,415
Stipulated deduction	5,000
Lower Area average annual entitlement	98,415

II. DETERMINATION OF FUTURE LOWER AREA ANNUAL ENTITLEMENT

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

The arithmetic average of the annual rainfall recorded at the four precipitation stations listed below shall constitute the rainfall for San Gabriel Valley for the respective Water Year.

Station No.	Location
95	114 East First Street, San Dimas
102C	19711 East Valley Blvd., Walnut
108C	119 South Hoyt Avenue, El Monte
610B	City Hall, Pasadena

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

TABLE 5

ANNUAL RAINFALL FOR SAN GABRIEL VALLEY

Water Year	Rainfall, Inches
1954-55	13.9
56	16.7
57	13.7
58	30.2
59	8.5
1959-60	10.6
61	5.9
62	22.4
63	12.3

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

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

(1) Derive the 10-year average rainfall for San Gabriel Valley to the nearest one-tenth (0.1) inch;

(2) Enter Table A in left-hand column at whole number of inches of rainfall; and

(3) Read horizontally to the vertical column representing the appropriate tenth of an inch of rainfall to obtain the quantity of Lower Area Annual Entitlement in acre-feet.

III. FUTURE MEASUREMENTS

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

A. Surface Water Measurements and Calculations.

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

The approximate locations of stream measuring stations in and near Whittier Narrows are shown on Exhibit A. The surface

water measurements and calculations shall include the following:

1. Measurements of Surface Flow.

   a. Rio Hondo above Mission Bridge, Station F64-R.

   b. Mission Creek at San Gabriel Boulevard, Station F83-R.

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

   d. Whittier Narrows Flood Channel, Station E337-R.

   e. Calculation of Sycamore Canyon runoff based on annual rainfall to nearest inch at Station 170-C as shown on Table 6.

   f. San Gabriel River near Parkway Bridge. This is to be a new station to replace the existing station on San Gabriel River at Beverly Boulevard, Station F263B-R.

   g. The portion of Reclaimed Water from Whittier Narrows Reclamation Plant diverted to Rio Hondo.

2. Measurement of local storm inflow to the channel of each of the Rio Hondo and San Gabriel River within Montebello Forebay.

   a. Montebello storm drain, Station F181-R.

   b. Calculation of unmeasured local storm inflow.

3. Measurements of diversions to spreading grounds Montebello Forebay.

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

San Gabriel River.

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

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

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

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

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

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

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

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

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

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

TABLE 6

RAINFALL - RUNOFF RELATIONSHIP OF SYCAMORE CANYON*

Annual rainfall, in inches at Precipitation Station No. 170-C	Estimated runoff in acre-feet
6	5
7	10
8	15
9	25
10	35
11	45
12	60
13	75
14	90
15	105
16	125
17	145
18	170
19	200
20	240
21	275
22	315
23	355
24	400
25	445
26	490
27	535
28	580
29	630
30	685

Extrapolate for rainfall values in excess of 30 inches.

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

B. Subsurface Flow

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

at the location shown on Exhibit A as "narrowest section". Darcy's Law states that Q = PIA, in which

Q = Subsurface Flow

P = Permeability, in gallons per day per square foot under unit hydraulic gradient

I = Slope of water table

A = Cross-sectional area

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

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

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

The average permeability of the material to a depth of 100 feet below the ground surface has been determined to be equal to 2,000 gallons per day per square foot, which is

equal to .003095 cubic feet per second per square foot. This represents the average permeability in the zone of water level fluctuation.

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

$C = P_1Wd$,

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

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

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

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

Utilizing the values of permeability shown above, then

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

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

$$Tw_e = TW - C$$

$$Tw_e = 7{,}334 - C, \text{ in cubic feet per second.}$$

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

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

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

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

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

The detailed steps to be carried out by the Watermaster are as follows:

(1) Ground water level contour maps in the vicinity of Whittier Narrows are drawn on the basis of water level measurements.

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

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

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

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

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

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

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

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

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

(8) The correction factors for the transmissibility for the area from the top of ground to the water surface is computed by the formula $C = 24.45\ d$, in cubic feet per second.

(9) The effective transmissibility is computed by the formula $Tw_e = 7,334 - C$, in cubic feet per second.

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

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

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

Location No.	State No.
2927B	2S 11W 06M01S
2927D	06K01S
2928	07B01S
2936	06A01S
2936A	1S 11W 31J03S
2938A	2S 11W 07H1S
2938D	05N05S
2939	08N01S
2939B	18B01S
2939G	07R01S
2947C	-
2947F	05L01S
2947N	05P01S
2948	05N04S
2948E	08B02S
2948F	08L03S
2957H	-

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

C. Export to Lower Area

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

IV. ACCOUNTING

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

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

A. Components of Usable Water

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

2. Subsurface Flow. Subsurface Flow shall be calculated in accordance with the procedures heretofore set forth.

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

B. Calculation of Usable Water

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

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

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

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

Surface Flow or Export to Lower Area;

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

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

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

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

outflow at Station F45B-R for such periods.

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

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

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

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

C. Determination and Delivery of Make-up Water

1. By Additions to Surface Flow (paragraph 5(i)(1) of Judgment). The determination of the amount of Make-up Water which is delivered to Lower Area as an addition to Surface Flow shall be based upon (a) measurements of Make-up Water at the

delivery outlet of such water upstream from Whittier Narrows, (b) measurements of water consisting in whole or in part of Make-up Water passing the applicable stations listed in Part III.A.1. of this Exhibit B, and (c) such deductions from the measurements of Make-up Water at said stations so listed as are necessary to take into account (i) the amount of any water other than Make-up Water included in the measurements at said stations so listed, (ii) any losses due to evaporation or transpiration of Make-up Water after such measurement and prior to its receipt in Lower Area, and (iii) any percolation of Make-up Water after such measurement and prior to the time it reaches the "narrowest section" in Whittier Narrows.

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

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

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

Judgment.

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

D. Long-term Accounting

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

E. Water Usable for Ground Water Replenishment

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

REIMBURSEMENT CONTRACT

LONG BEACH v. SAN GABRIEL

d.

REIMBURSEMENT CONTRACT

Contents | Page

RECITALS 1
1. The Action 1
2. Judgment 1
3. Public Interest in Settlement 2

DEFINITIONS 2
1. "Contract Costs" 2
2. "Assessable Pumpage" 3
3. Common Terms With Judgment 3

OPERATIVE PROVISIONS 3
1. Consideration for Execution 3
2. Intervention by Upper District 4
3. Administration 4
4. Covenant to Reimburse 4
5. Allocation of Costs Among Pumpers 5
6. Reports by Pumpers 5

(a) Time and Procedure for Filing 5
(b) Contents of the Report 5
(c) Determination in Lieu of Report 6

7. Notice of Assessment 6
8. Payment--Delinquency and Default 6
9. Redetermination of Assessable Pumpage 7

(a) Notice of Request for Redetermination . . . 7
(b) Availability of Records 8
(c) Investigation and Notice of Hearing 8
(d) Conduct of Hearing and Decision 8
(e) Reallocation of Contract Costs 9

10. Water Rights Unaffected 9
11. Changed Conditions 9

(a) Allocation of Portion of Burden to Taxes . 10
(b) Imposition of Pump Tax 10
(c) Adjudication of Rights 10

12. Effective Date 11
13. Validation 11
14. Term 11
15. Notices 12
16. Additional Parites 12
17. Successors and Assigns 14
18. Execution in Counterparts 15

ed.

REIMBURSEMENT CONTRACT

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

ed.

RECITALS

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

2. Judgment. The parties named above, except City

of Whittier, are concurrently executing a Stipulation that a Judgment substantially in the form annexed hereto shall be rendered and it is anticipated that such Judgment will be rendered in the action.

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

DEFINITIONS

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

ed.

(a) In providing Make-up Water under the terms of the judgment. In computing such cost of providing Make-up Water, any cost which Upper District shall pay which it would have paid even though it had not provided Make-up Water shall be excluded; and particularly but not exclusively, no amount which shall be paid to The Metropolitan Water District of Southern California as a condition to any past or future annexation shall be

deemed a cost of providing Make-up Water. Such costs may include interest paid by Upper District upon money borrowed for advancements made by it or interest which would have been received by the District, but which it lost by reason of making such advancements.

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

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

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

ed.

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

OPERATIVE PROVISIONS

1. Consideration for Execution. The great majority of the defendants in the action are situated in whole or in part within Upper District and pump water therein. Certain defendants, including the Cities of Alhambra, Azusa and

Monterey Park, as well as the City of Whittier which is not a defendant, lie outside Upper District. Execution of this agreement by all parties to it is essential to induce each party hereto to execute this agreement, and likewise, execution of the Stipulation for Judgment by all defendants in the action is necessary to induce each party hereto to execute this contract. Each party executes this contract in consideration of its execution by the other parties, and in consideration of the execution of the Stipulation by the parties thereto. Moreover, by this contract each party other than City of Whittier waives its right to cross-complain in the action so as to bring City of Whittier into the action as a party.

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

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

4. Covenant to Reimburse. Each Pumper hereby agrees to pay to Upper District such Pumper's share of Contract

Costs allocated and determined as provided below.

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

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

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

ed.

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

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

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

the calendar year covered.

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

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

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

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

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

ed.

8. Payment--Delinquency and Default. All assessments herein provided for shall be due and payable on the following July 31. In the event of nonpayment of any assessment, Upper District may bring an action and shall have the right to recover such assessment, together with interest thereon at the rate of 7% per annum from the date of delinquency and costs of suit, including any reasonable attorneys' fees incurred.

If, after due diligence, Upper District is unable to collect a Pumper's allocated cost, such uncollectible amount (including interest, costs and attorneys' fees) shall be prorated among and paid by the other Pumpers in the same proportions as they paid assessments for the year or years in question. Said proration shall be billed and payable with the next succeeding assessment.

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

ed.

(a) Notice of Request for Redetermination. Upper District shall forthwith notify in writing any Pumper whose Assessable Pumpage has been questioned, of the fact of such request and the name of the requesting Pumper. Notice shall further be sent to all Pumpers that procedures will be undertaken pursuant to this paragraph, and shall state briefly the issues to be determined.

(b) Availability of Records. Subsequent to such notice, the records of the Pumper whose Assessable Pumpage is subject to a request for redetermination shall be made available at reasonable hours and upon reasonable demand to Upper District, insofar as such records are relevant to a determination of the Assessable Pumpage of the Pumper during the period involved.

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

ed.

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

to a court of competent jurisdiction within 90 days from notice of such decision.

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

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

ed.

11. Changed Conditions. It is recognized that conditions in Upper Area may hereafter change to such an extent that it may become equitable to modify either the total obligation of Pumpers to Upper District hereunder or the allocation of Contract Costs. While this contract is entered into to assure Upper District of reimbursement of an amount up to its entire Contract Costs, it is not intended hereby, and this contract shall not be deemed, to prevent Upper District

from modifying and reducing such obligation or from applying other relief which may reduce the burden on Pumpers. Without limitation upon the power of Upper District to otherwise reduce the aggregate amount payable under this contract, the following specific instances of changed conditions are contemplated:

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

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

(c) Adjudication of Rights. If all or substantially all of the water rights within Upper Area shall be adjudicated (including the rights of all Pumpers), and its natural and safe yield

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

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

ed.

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

14. Term. The term of this contract shall commence upon its effective date and continue so long as the Judgment, as entered or as modified, shall remain in effect, subject, however, to the provisions of Paragraph 12 above.

15. Notices. Any notice to be served upon any party hereunder may be served either personally or by mail. If served by mail, such notice shall be mailed in the County of Los Angeles, State of California, by certified mail, postage prepaid, return receipt requested, or by registered mail, and shall be addressed to the party to be served at its address as set forth below, or (in the case of Upper District) at such other address as it may have last specified in writing to the Pumper or Pumpers involved for the service of notices hereunder, or (in the case of a Pumper) at such other address as it may have last specified in writing to Upper District for the service of notices hereunder. Any notice so served by mail shall be deemed to have been served upon the first business day (excluding Saturdays, Sundays and holidays) after such mailing.

ed.

16. Additional Parties. In addition to Pumpers and their successors and assigns referred to in Paragraph 17 below, any other person or entity who or which shall pump or extract water in or from Upper Area (herein referred to as an "additional party"), may become a party to this contract, provided (a) Upper District shall give its written consent thereto, and (b) no Pumper or additional party shall serve upon Upper District its written objection thereto. If Upper District shall give its written consent to execution of this contract by an applying additional party, it shall

then give written notice of such application and consent by Upper District to each Pumper and each additional party, and if within thirty (30) days after such notice no Pumper or additional party shall have served upon Upper District its written objection to execution of this contract by the applying additional party, such additional party's application shall be deemed to have been accepted and it may become a party to this contract by delivery to Upper District of a duly executed instrument in writing stating that such person or entity joins in and becomes a party to this contract.

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

As to each Pumper who executes this contract after it becomes effective, Upper District agrees that for a

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

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

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

remain bound by the contract and production of water by said assignee by the exercise of the right assigned shall be treated as production by such Pumper.

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

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

Dated: _____.

_____

By _____

(SEAL)

By _____

ed.

APPENDIX H

MAIN SAN GABRIEL BASIN JUDGMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

Plaintiff,

vs.

CITY OF ALHAMBRA, et al,

Defendants.

No. 924128

AMENDED JUDGMENT
(and Exhibits 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

Ralph B. Helm
Suite 214
4605 Lankershim Boulevard
North Hollywood, CA 91602
Telephone (818) 769-2002

Attorney for Watermaster

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, Plaintiff, vs. CITY OF ALHAMBRA, et al., Defendants.	No. 924128 AMENDED JUDGMENT (And Exhibits Thereto)

HONORABLE FLORENCE T. PICKARD

Assigned Judge Presiding

DEPARTMENT 38

August 24, 1989

AMENDED JUDGMENT
TABLE OF CONTENTS

And
Amended Judgment Sections
Identified With Prior Judgment
Section Numbers

		Page
I. INTRODUCTION.		1
1.	Pleadings, Parties and Jurisdiction	1
2.	Stipulation for Entry of Judgment	2
3.	Lis Pendens . .(New)	2
4.	Findings and Conclusions . .(Prior 3)	2
5.	Judgment . .(New)	2
6.	Intervention After Judgment . .(New)	2
7.	Amendments to Judgment . .(New)	3
8.	Transfers . .(New)	3
9.	Producers and Their Designees . .(New)	3
10.	Definitions . .(Prior 4)	3
	(a) Base Annual Diversion Right	3
	(b) Direct Use	3
	(c) Divert or Diverting	3
	(d) Diverter	4
	(e) Elevation	4
	(f) Fiscal Year	4
	(g) Ground Water	4
	(h) Ground Water Basin	4
	(i) Integrated Producer	4
	(j) In-Lieu Water Cost	4
	(k) Key Well	4
	(l) Long Beach Case	4
	(m) Main San Gabriel Basin or Basin	4

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

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

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

(n) Cyclic Storage Agreements. 23
(o) Notice List. 24
35. Policy Decisions -- Procedure. .(Prior (27). . . 24
36. Reports. .(Prior 28) 25
37. Review Procedures . .(Prior 29) 25
(a) Effective Date of Watermaster Action. . . . 25
(b) Notice of Motion. 25
(c) Time For Motion 26
(d) **De Novo** Nature of Proceeding. 26
(e) Decision. 26
F. PHYSICAL SOLUTION. 26
38. Purpose and Objective . .(Prior 30) 26
39. Need for Flexibility. .(Prior 31) 26
40. Watermaster Control . .(Prior 32) 27
41. General Pattern of Contemplated Operation
(Prior 33). 27
42. Basin Operating Criteria. .(Prior 34) 28
43. Determination of Operating Safe Yield (Prior 35). 28
(a) Preliminary Determination 28
(b) Notice and Hearing. 29
(c) Watermaster Determination and Review
Thereof 29
44. Reports of Pumping and Diversion. .(Prior 36). . 29
45. Assessments -- Purpose. .(Prior 37) 30
(a) Watermaster Administration Costs 30
(b) Replacement Water Costs 30
(c) Make-up Obligation. 31
(d) In-Lieu Water Cost. 31

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

EXHIBITS

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

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)

Ralph B. Helm
Suite 214
4605 Lankershim Boulevard
North Hollywood, CA 91602
Telephone (818) 769-2002

Attorney for Watermaster

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Diverter -- Any party who Diverts.

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

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

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

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

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

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

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

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

(m) Main San Gabriel Basin or Basin -- The Ground Water Basin underlying the area shown as such on Exhibit "A".

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

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

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

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

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

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

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

(u) Prescriptive Pumping Right -- (Prior Judgment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "B" -- Boundaries of Relevant Watershed.

Exhibit "C" -- Table Showing Base Annual Diversion

Rights of Certain Diverters.

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

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

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

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

Exhibit "H" -- Watermaster Operating Criteria.

Exhibit "J" -- Puente Narrows Agreement.

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

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

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

II. DECREE

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

A. DECLARATION OF HYDROLOGIC CONDITIONS

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

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

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

B. DECLARATION OF RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. INJUNCTION

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

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

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

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

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

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

D. CONTINUING JURISDICTION

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

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

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

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

E. WATERMASTER

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

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

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

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

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

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

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

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

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

of the Watermaster shall constitute a quorum for the transaction of affairs of the Watermaster. Action by the affirmative vote of five (5) members shall constitute action by Watermaster, <u>except</u> that the affirmative vote of six (6) members shall be required:

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

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

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

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

(a) <u>Minutes</u>. Minutes of all Watermaster meetings shall be kept which shall reflect all actions taken by Watermaster. Draft copies thereof shall be furnished to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) determination by Watermaster of, and

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

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

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

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

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

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

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

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

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

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

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

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

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

F. PHYSICAL SOLUTION

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

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

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

Telephone (818) 769-2002

Attorney for Watermaster - Petitioner

RECEIVED
FEB - 1 1991
STETSON ENGINEERS INC.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

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

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

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

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

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

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

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

IT IS, HEREBY, ORDERED:

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

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

"40. <u>Watermaster Control.</u> (Prior Judgment Section 32)

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

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

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

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

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

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

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

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

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

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

Dated: January 29, 1991.

/s/Florence T. Pickard
FLORENCE T. PICKARD
Judge of the Superior Court,
Specially Assigned

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

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

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

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

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

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

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

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

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

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

44. Reports of Pumping and Diversion. (Prior Judgment

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

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

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

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

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

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

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

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

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

46. Assessments -- Procedure. (Prior Judgment Section 38) Assessments herein provided for shall be levied and collected as follows:

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

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

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

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

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

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

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

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

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

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

G. MISCELLANEOUS PROVISIONS

52. Puente Narrows Flow. (Prior Judgment Section 44) The Puente Basin is tributary to the Main San Gabriel Basin. All Producers within said Puente Basin have been dismissed herein, based upon the Puente Narrows Agreement (Exhibit "J"), whereby Puente Basin Water Agency agreed not to interfere with surface inflow and to assure continuance of historic subsurface contribution of water to Main San Gabriel Basin. The Court declares said Agreement to be reasonable and fair and in full satisfaction of claims by Main San Gabriel Basin for natural water from Puente Basin.

53. San Gabriel District - Interim Order. (Prior Judgment Section 45) San Gabriel District has a contract with the State of California for State Project Water, delivered at Devil Canyon in San Bernardino County. San Gabriel District is **HEREBY ORDERED** to proceed with and complete necessary pipeline facilities as soon as practical.

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

District.

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

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

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

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

designation filed by that party.

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

(1) a Transporting Party, or

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

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

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

56. Abandonment of Rights. (Prior Judgment Section 48) It is in the interest of reasonable beneficial use of the Basin and its water supply that no party be encouraged to take and use more water in any Fiscal Year than is actually required. Failure to Produce all of the water to which a party is entitled hereunder shall not, in and of itself, be deemed or constitute

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

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

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

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

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

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

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

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

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

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

DATED: August 24, 1989.

s/ Florence T. Pickard
Florence T. Pickard, Judge
Specially Assigned

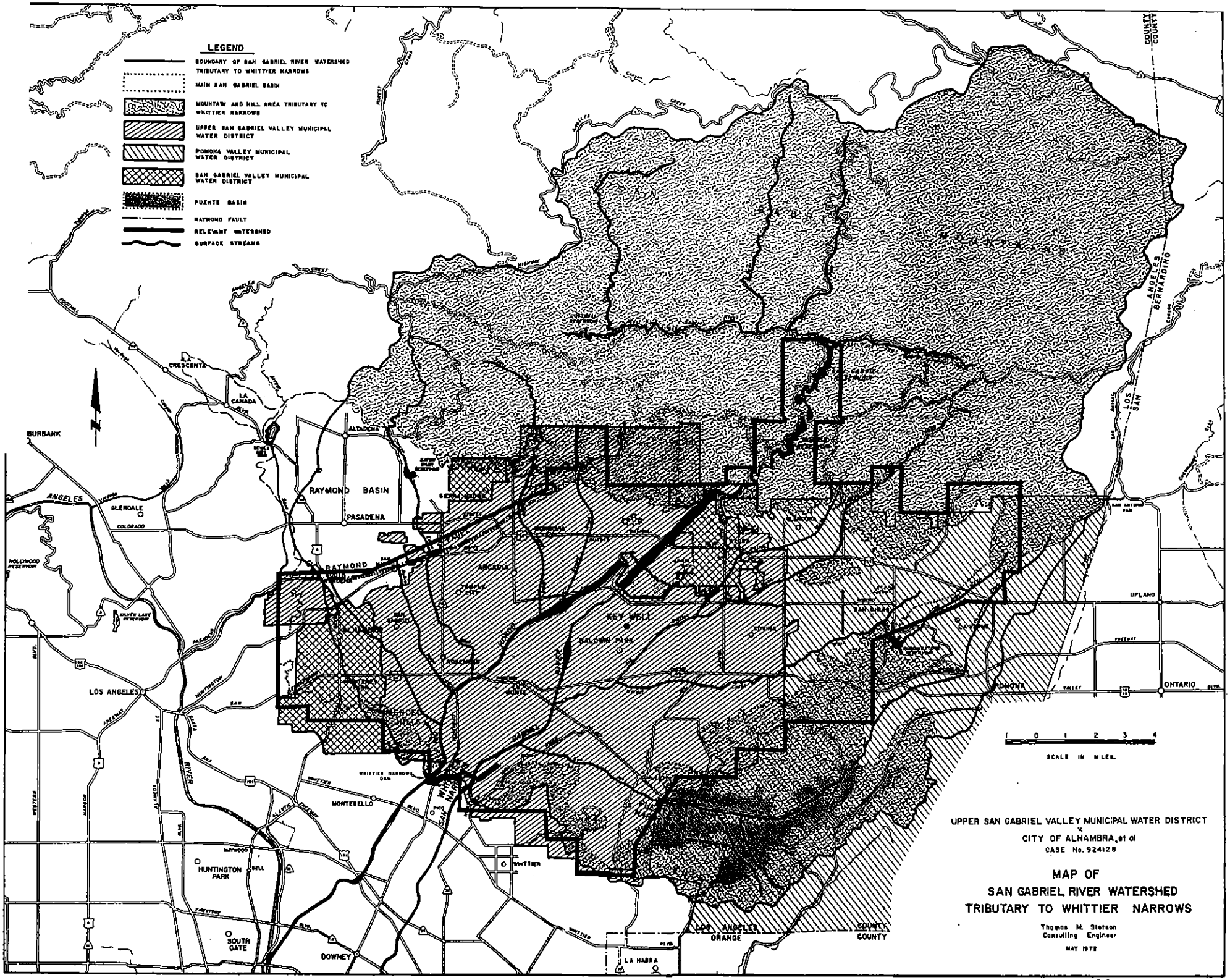

LEGEND
BOUNDARY OF SAN GABRIEL RIVER WATERSHED TRIBUTARY TO WHITTIER NARROWS
MAIN SAN GABRIEL BASIN
MOUNTAIN AND HILL AREA TRIBUTARY TO WHITTIER NARROWS
UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
POMONA VALLEY MUNICIPAL WATER DISTRICT
SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
PUENTE BASIN
RAYMOND FAULT
RELEVANT WATERSHED
SURFACE STREAMS
RAYMOND BASIN
PASADENA
ALTADENA
LA CRESCENTA
LA CANADA
BURBANK
GLENDALE
ARCADIA
KEY WELL
BALDWIN PARK
UPLAND
ONTARIO
POMONA
LOS ANGELES
MONTEBELLO
WHITTIER NARROWS DAM
WHITTIER
HUNTINGTON PARK
SOUTH GATE
DOWNEY
LA HABRA
ORANGE COUNTY
LOS ANGELES COUNTY
SAN BERNARDINO COUNTY
SCALE IN MILES
0 1 2 3 4
UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
CITY OF ALHAMBRA, et al
CASE No. 924128
MAP OF
SAN GABRIEL RIVER WATERSHED
TRIBUTARY TO WHITTIER NARROWS
Thomas M. Stetson
Consulting Engineer
MAY 1972

Exhibit "B"

BOUNDARIES OF RELEVANT WATERSHED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence South 67° 30′ West to an intersection with the Northerly prolongation of the West line of Section 27, Township 1 South, Range 9 West;

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

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

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

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

Thence South a distance of 4,500 feet;

Thence West a distance of 10,700 feet;

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

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

Thence South a distance of 2,000 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence North 64° 30′ East to an intersection with the West line of Section 23, Township 1 North, Range 11 West;

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

Exhibit "C"

**TABLE
SHOWING BASE
ANNUAL DIVERSION
RIGHTS OF CERTAIN
DIVERTERS**

	Base Annual Diversion Right Acre-Feet
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	5.52

Exhibit "D"

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

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share Percent (%)
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	9,252.00	4.68137
(Successor to First National Finance Corporation)	60.90	0.03081
(Transferred to City of Monrovia)	951.00	0.48119
	8,361.90	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

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
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.)	100.00	0.05060
	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

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
California Domestic Water Company	11,024.82	5.57839
(Successor to:		
Cantrill Mutual Water Company	42.50	0.02150
Industry Properties, Ltd.	73.50	0.03719
Modern Accent Corporation	256.86	0.12997
Fisher, Russell)	19.00	0.00961
	11,416.68	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.)	1,465.35	0.74144
(Successor to Manning Bros. Rock & Sand Co.)	328.00	0.16596
	1,793.35	0.90740
Consolidated Rock Products Co. (See Conrock Company)	-	-
Corcoran, Jack S.		
(Held in common with Corcoran, R. L.)		
(Transferred to:	747.00	0.37797
Cadway, Inc.	100.00	0.05060
Cadway, Inc.)	100.00	0.05060
	547.00	0.27677
Corcoran, R. L. (See Corcoran, Jack S.)	-	-
County Sanitation District No. 18 of Los Angeles County	4.50	0.00228

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
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	2,507.89	1.26895
(Transferred to Covina Irrigating Company)	1,734.00	0.87737
(Transferred to Covina Irrigating Company)	300.00	0.15179
	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	190.00	0.09614
(Successor to Anchor Plating Co., Inc.)	10.00	0.00506
	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

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
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

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
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

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
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.)	375.00	0.18974
(Successor to San Dimas-La Verne	62.50	0.03162
Recreational Facilities Authority)	437.50	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

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
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 33.40 1,130.40	0.55507 0.01690 0.57197
La Verne, City of (Successor to Fruit Street Water Co.)	250.00 105.71 355.71	0.12650 0.05349 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

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Miller Brewing Company	111.01	0.05617
(Successor to:		
Maechtlen, Estate of J. J.	151.50	0.07666
Phillips, Alice B., et al)	50.00	0.02530
	312.51	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	6,677.48	3.37870
(Successor to Los Flores Mutual Water Co.)	26.60	0.01346
	6,704.08	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)	-	-

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
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	594.00	0.30055
(Successor to Pacific Rock & Gravel Co.)	200.00	0.10120
	794.00	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

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
San Gabriel Valley Municipal Water District	0	0
San Gabriel Valley Water Company	16,659.00	8.42920
(Successor to:		
Vallecito Water Co.	2,867.00	1.45066
No. 17 Walnut Place Mutual Water Co.)	21.50	0.01088
	19,547.50	9.89074
Sawpit Farms, Limited		
(Transferred to:		
Eckis, Rollin		
Doyle and Madruga)	0	0
Schneiderman, Alan		
(See Birenbaum, Max)	-	-
Schneiderman, Lydia		
(See Birenbaum, Max)	-	-
Security Pacific National Bank, Co-Trustee for the Estate of Winston F. Stoody		
(See Stoody, 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	155.25	0.07855
(Successor to: Associated		
Southern Investment Company)	16.50	0.00835
	171.75	0.08690
Southern California Water Company, San Gabriel Valley District	5,773.00	2.92105
South Pasadena, City of	3,567.70	1.80520
Southwest Suburban Water		
(See Suburban Water Systems)	-	-

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
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.	223.23	0.11295
	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)	-	-

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
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)	5,775.00	2.92206
(Successor to Park Water Company)	184.01	0.09311
	5,959.01	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

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
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)	6.00	0.00304
	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.)	840.50	0.42528
Totals for Exhibit "D"	**155,800.68**	**78.83276**
	41 833.75	21.16724
Totals from Exhibit "E"	~~38,826.25~~	~~19.54431~~
GRAND TOTALS	**197,634.43**	**100.00000**

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

Party	Diversion Component Acre-feet	Prescriptive Pumping Component Acre-feet	Pumping Component Share Percent (%)
Azusa Agricultural Water Company	1,000.00	1,732.20	0.87647
Azusa Foot-Hill Citrus Water Company (Transfered 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	2,514.00	4,140.00	2.09478
(Successor to:			
City of Covina,		1,734.00	0.87737
City of Covina, and		300.00	0.15179
Taylor Herb Garden)		6.00	0.00304
	2,514.00	6,180.00	3.12698
Glendora, City of	17.00	8,258.00	4.17842
(Successor to:			
Maechtlen, Estate of J. J.,		150.00	0.07590
Maechtlen, Trust of P. A.,		50.00	0.02530
Ruebhausen, Arline, and	18.34		
Glendora Unified High School District)		9.00	0.05009
	35.34	8,557.00	4.32971
Los Angeles, County of	310.00	3,721.30	1.88292
Maechtlen, Estate of J. J.	0	301.50	0.15256
(Transferred to:			
City of Glendora		-150.00	-0.07590
Miller Brewing Company)		-151.50	-0.07666
	0	0	0

Party	Diversion Componet Acre-feet	Prescriptive Pumping Component Acre-feet	Pumping Component Share %
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)	-0.50	-50.50	-0.02555
	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)		951.00	0.48119
	1,098.00	6,116.22	3.09472
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)		-50.00	-0.02530
	0.50	0.50	0.00025
Southern California Water Company (San Dimas Dist.)	500.00	3,242.53	1.64076
(Formerly California Cities Water Company)			
(Successor to:			
Namimatsu Farms)		196.00	0.09917
	500.00	3,438.53	1.73984
TOTAL for Exhibit "E"	10,520.92	41,833.75	21.16724

Exhibit "F"

TABLE SHOWING
SPECIAL CATAGORY RIGHTS

PARTY	Nature of Right
The Metropolitan Water District of Southern California	Morris Reservoir Storage and Withdrawal (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 incidential Morris Dam facilities.
Los Angeles County Flood Control District (Now Los Angeles County Department of Public Works)	Puddingstone Reservoir Prior Prescriptive right to divert water from San Dimas Wash for storage in Puddingstone Reservoir in quantities sufficient to offset annual evaporation and seepage losses of the reservoir at approximate elevation 942.

TABLE SHOWING
NON-CONSUMPTIVE USERS

Party	Nature of Right
Covina Irrigating Company Azusa Valley Water Company Azusa Agricultural Water Co. Azusa Foot-Hill Citrus Co. Monrovia Nursery Company	"Committee-of-Nine" Spreading Right 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)	Spreading Right 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	Spreading Right 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	Spreading Right 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	Spreading Right 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	Temporary storage of storm flow for regulatory purposes; Spreading and conservation for general benefit in streambeds, reservoirs and spreading grounds without the right to recapture said water. Maintenance and operation 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. <u>Operating Safe Yield and Spreading.</u> 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

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.

"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.

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

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

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

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

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

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

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

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

b. Subsurface Outflow. To the extent that

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.

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

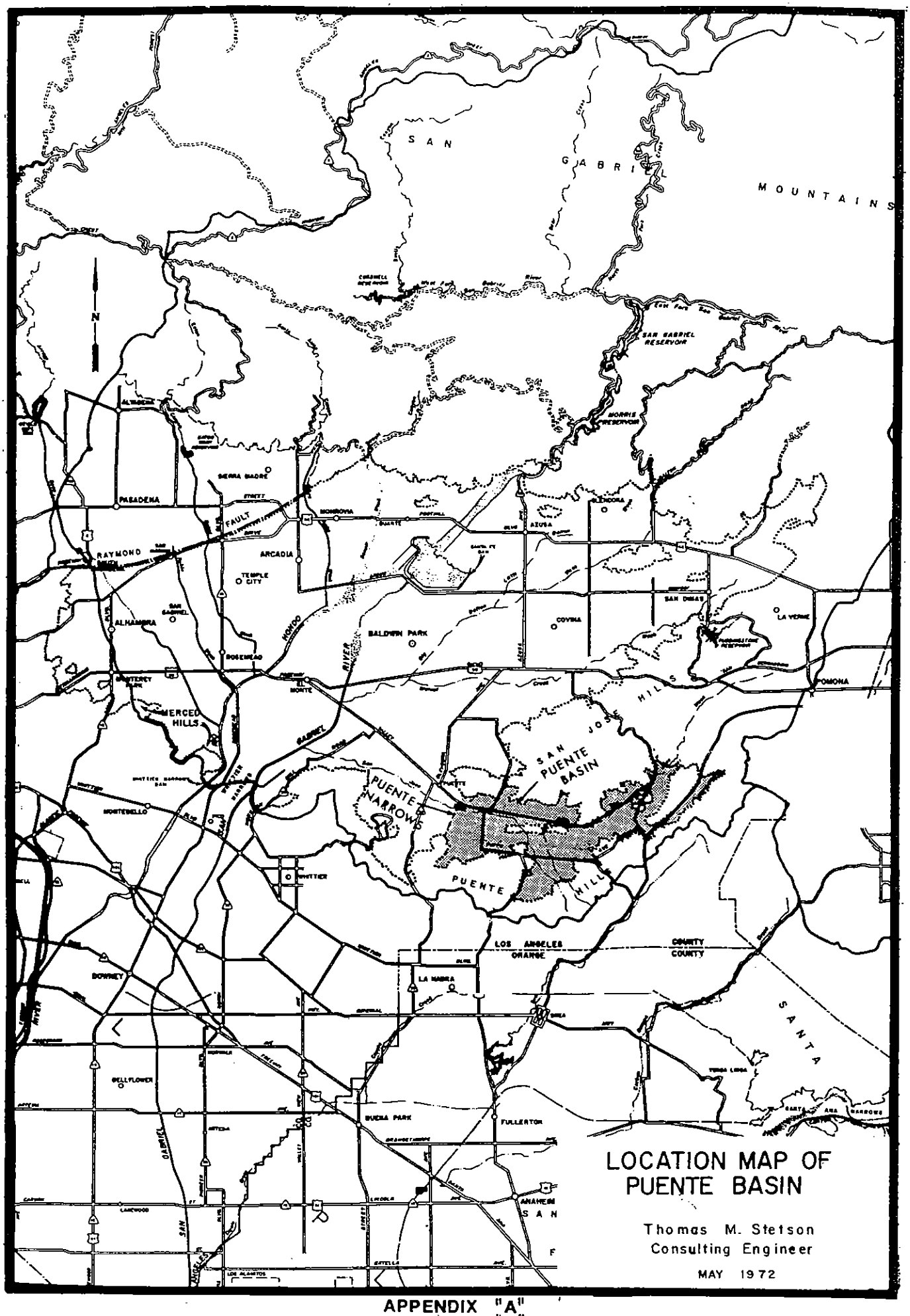
By _____
J. P. BOURDET
Vice President

Approved as to form:

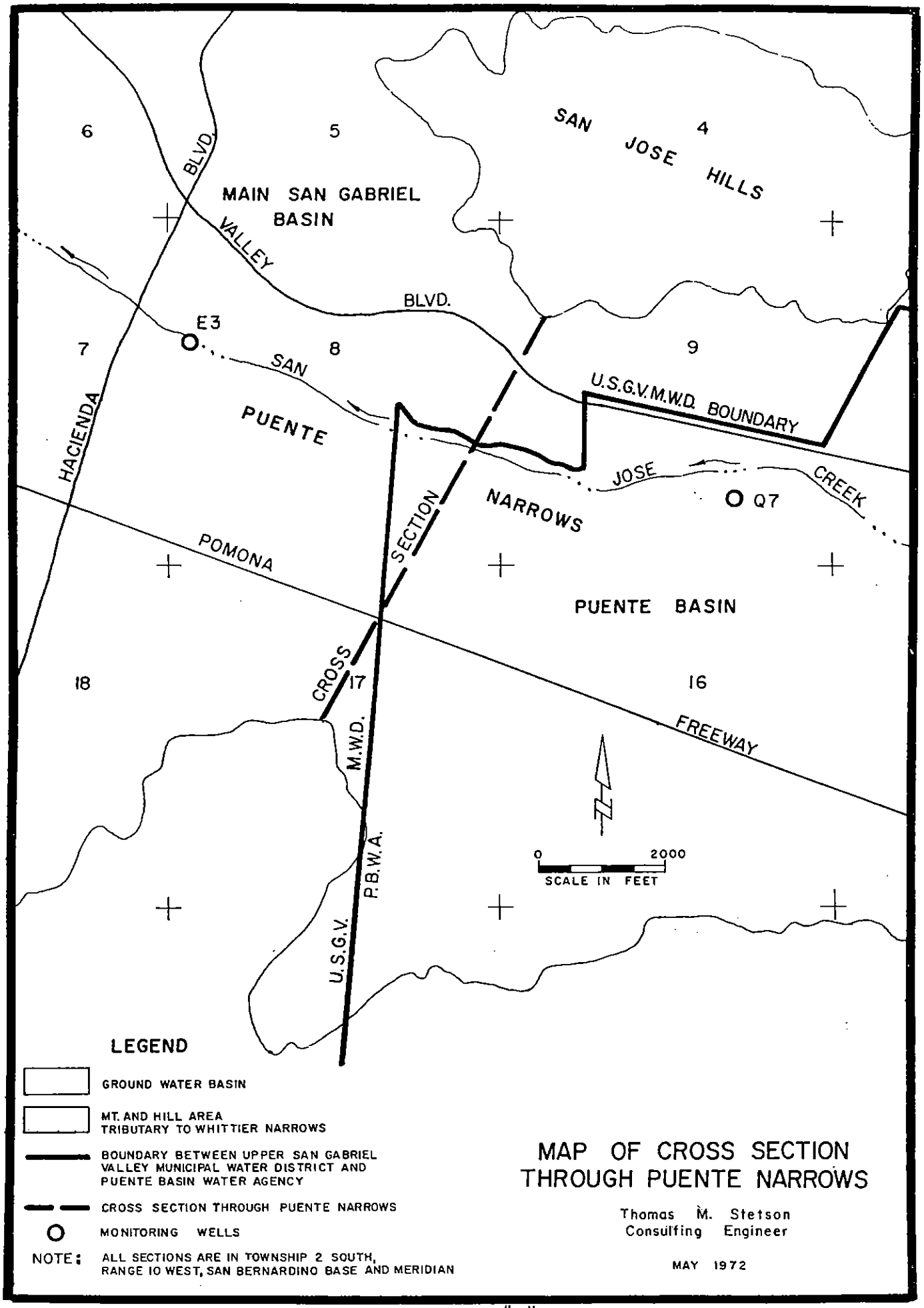
_____
Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

By _____
President
Wm. A. Simmons



APPENDIX "A"
EXHIBIT "J"



APPENDIX "B"
EXHIBIT "J"

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.

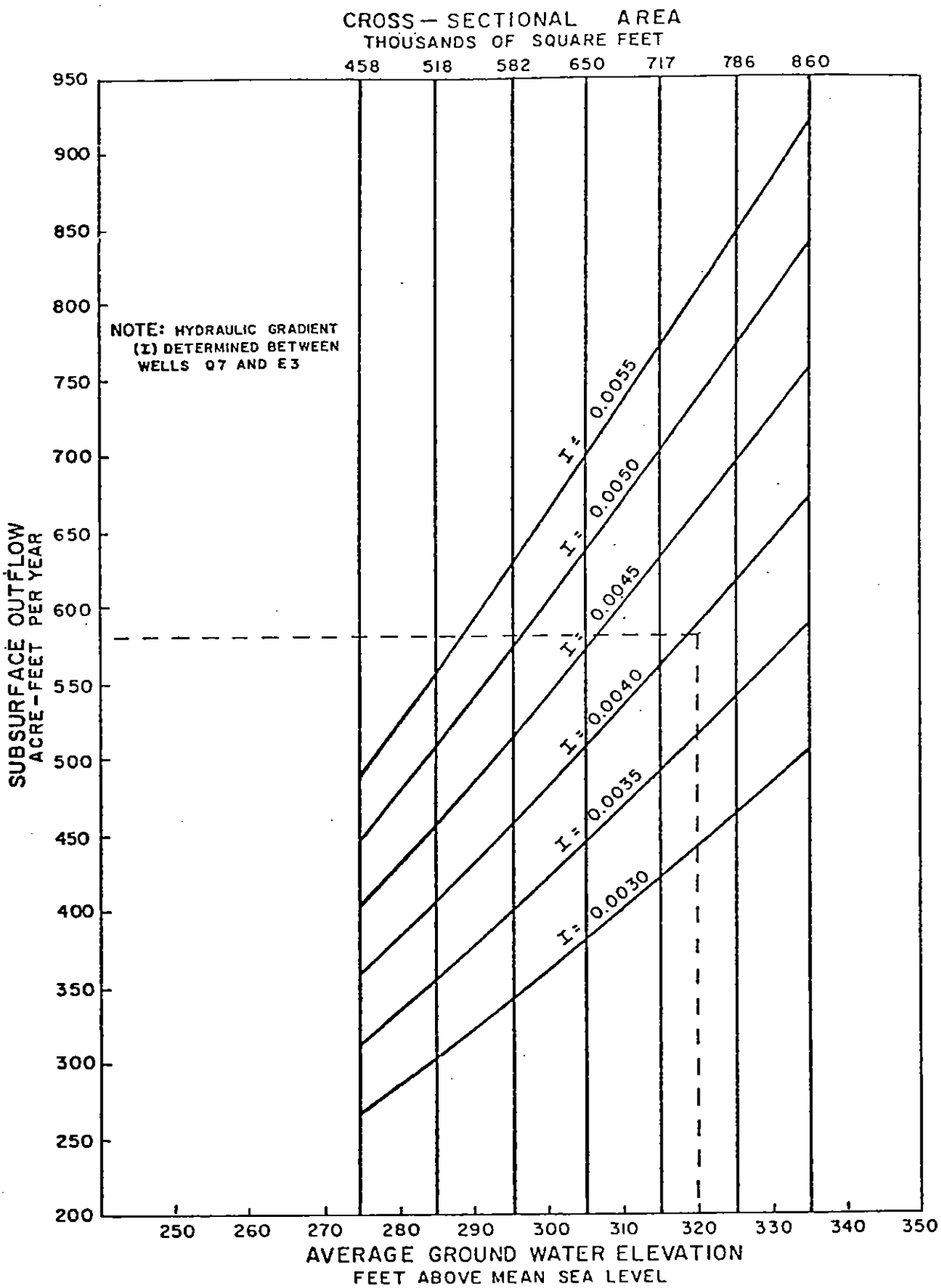
2. Measurement. Each monitoring well shall be measured and the ground water elevation determined semi-annually on or about April 1 and October 1 of each year. Prior to each measurement, the pump shall be turned off for a sufficient period to insure that the water table has recovered to a static or near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

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

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



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

Thomas M. Stetson
Consulting Engineer
MAY 1972

EXHIBIT "K"

OVERLYING RIGHTS

I. NATURE OF OVERLYING RIGHT

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

II. OVERLYING LANDS (Description)

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

> "Those portions of Lots 1 and 2 of the lands formerly owned by W.A. Church, in the Rancho San Francisquito, in the City of Irwindale, County of Los Angeles, State of California, as shown on recorder's filed map No. 509, in the office of the County Recorder of said County, lying northeasterly of the northeasterly line and its southeasterly prolongation of Tract 1888, as shown on map recorded in Book 21 page 183 of Maps, in the office of the County Recorder of said County.
>
> "EXCEPT the portions thereof lying northerly and northwesterly of the center line of Arrow Highway described 'Sixth' and the center line of Live Oak Avenue described 'Third' in a final decree of condemnation, a certified copy of which was recorded August 18, 1933 as Instrument No. 354, in Book 12289, Page 277, Official Records.
>
> "ALSO EXCEPT that portion of said land described in the final decree of condemnation entered in Los Angeles County Superior Court Case No. 805008, a certified copy of which was recorded September 21, 1964, as Instrument No. 3730, in Book D-2634, Page 648, Official Records."

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

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

OWNER PRODUCERS	CONSUMPTIVE USE PORTION
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	1.0 acre-foot per year
Present Users: Pre-Stress Crane Rigging & Truck Co., Inc., a corporation	
Total	50.1 acre-feet per year

IV. ANNUAL GROSS AMOUNT OF PRODUCTION FROM WHICH CONSUMPTIVE USE PORTIONS WERE DERIVED

183.65 acre-feet

LIST OF PRODUCERS AND THEIR DESIGNEES
June, 1989

Producer Name	Designee
A	
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
B	
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
C	
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

Producer Name	Designee
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
D	
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
E	
East Pasadena Water Company	Robert D. Mraz
El Monte, City of	Robert J. Pinniger
El Monte Cemetery Association	Linn E. Magoffin
F	
Faix, Ltd.	Henri F. Pellissier
G	
Glendora, City of	Arthur E. Cook
Green, Walter	Dr. Walter Green
H	
Hansen, Alice	Alice Hansen

Producer Name	Designee
Hartley, David	David Hartley
Hemlock Mutual Water Company	Bud Selander
Hunter, Lloyd F.	Lloyd F. Hunter
I	
Industry Waterworks System, City of	Mary L. Jaureguy
K	
Kiyan Farm Kiyan, Hideo	Mrs. Hideo Kiyan
Kirklen Family Trust	Dawn Kirklen
Knight, Kathryn M.	William J. Knight
L	
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
M	
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

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

Producer Name	Designee
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
T	
Taylor Herb Garden	Paul S. Taylor
Texaco, Inc.	E. O. Wakefield
Tyler Nursery	James K. Mitsumori, Esq.
U	
United Concrete Pipe Corporation	Doyle H. Wadley
United Rock Products Corporation	William S. Capps, Esq.
V	
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
W	
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

WALKER HANNON (Producer Member)

BURTON E. JONES (Public Member)

BOYD KERN (Public Member)

D. J. LAUGHLIN (Producer Member)

R. H. NICHOLSON, JR. (Producer Member)

STAFF

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

FOR CALENDAR YEAR 1978

ROBERT T. BALCH (Producer Member), Chairman

LINN E. MAGOFFIN (Producer Member), Vice Chairman

D. J. LAUGHLIN (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

WALKER HANNON (Producer Member)

BURTON E. JONES (Public Member)

L. E. MOELLER (Producer Member)

R. H. NICHOLSON, JR. (Producer Member)

WILLIAM M. WHITESIDE (Public Member)

STAFF

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

FOR CALENDAR YEAR 1979

LINN E. MAGOFFIN (Producer Member), Chairman

D. J. LAUGHLIN (Producer Member), Vice Chairman

R. H. NICHOLSON, JR. (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

WALKER HANNON (Producer Member)

BURTON E. JONES (Public Member)

L. E. MOELLER (Producer Member)

WILLIAM M. WHITESIDE (Public Member)

STAFF

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

FOR CALENDAR YEAR 1980

LINN E. MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

WILLIAM M. WHITESIDE (Pulic Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

ROBERT G. BERLIEN (Producer Member)

ANTON C. GARNIER (Producer Member)

TRAVIS L. MANNING (Public Member)

L. E. MOELLER (Producer Member)

STAFF

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

FOR CALENDAR YEAR 1981

LINN E. MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

WILLIAM M. WHITESIDE (Public Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

ROBERT G. BERLIEN (Producer Member)

ANTON C. GARNIER (Producer Member)

TRAVIS L. MANNING (Public Member)

L. E. MOELLER (Producer Member)

STAFF

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

FOR CALENDAR YEAR 1982

LINN E. MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

WILLIAM M. WHITESIDE (Public Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

ROBERT G. BERLIEN (Producer Member)

ANTON C. GARNIER (Producer Member)

L. E. MOELLER (Producer Member)

ALFRED F. WITTIG (Public Member)

STAFF

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

FOR CALENDAR YEAR 1983

LINN E, MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

ROBERT G. BERLIEN (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

DONALD F. CLARK (Public Member)

ANTON C. GARNIER (Producer Member)

L. E. MOELLER (Producer Member)

ALFRED R. WITTIG (Public Member)

STAFF

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

FOR CALENDAR YEAR 1984

LINN E. MAGOFFIN (Producer Member), Chairman

R. H. NICHOLSON, JR. (Producer Member), Vice Chairman

ROBERT G. BERLIEN (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

DONALD F. CLARK (Public Member)

ANTON C. GARNIER (Producer Member)

L. E. MOELLER (Producer Member)

ALFRED R. WITTIG (Public Member)

STAFF

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

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 (Producr 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.