

	<u>Name</u>	<u>Total Water Right</u>	<u>Allowed Pumping Allocation</u>
1			
2			
3	Helene K. Winters	1	1
4	Fred E. Wiseman and Grayce Anna Wiseman	2	2
5	Helen Wolfsberger and Christine Joseph	2	2
6	Volney Womack	0	0
7	Cho Shee Woo (Hong Woo and Ngorn Seung Woo, as agents of property for Cho 8 Shee Woo)	20	16
9	Gerrit Wybenga and Rena Wybenga	10	8
10	George Yamamoto and Alice Yamamoto, also known as Fumi Yamamoto (Fumi 11 Garden Farms, Inc., tenant) 12 (see also listing under name of Southern California Edison Company)	17	14
13	Paul N. Yokota and Miyo Yokota	4	4
14	Minoru Yoshijima (see listing under name of Kazuo Hatanaka)		
15	Frank Yoshioka	0	0
16	Maxine Young	3	3
17	Mrs. A. Zandvliet also known as Anna A. 18 Zandvliet	8	6
19	Arnold Zeilstra and Nellie Zeilstra	6	5
20	George Zivelonghi and Antonio Zivelonghi	121	97
21	Dick Zuidervaart and Janna Zuidervaart (Artesia Milling Company, tenant)	1	1
22	Andy Zylstra	0	0
23	Zylstra Bros. a partnership consisting 24 of Lammert Zylstra and William Zylstra (see listing under name of John H. Coito)		
25	John Zylstra and Leonard J. Zylstra, doing 26 business as The Zylstra Dairy	22	18
27	Leonard Zylstra (not the same person as Leonard J. Zylstra)	0	0
28			

1 4. Transition in Administrative Year - Application.

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

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

26 1. Duties, Powers and Responsibilities of Watermaster.

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

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

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

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

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

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

26 Ground Water Extractions

27 Exchange Pool Operation

28 Use of Imported Water

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

5 (e) Annual Budget and Appeal Procedure in Relation

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

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

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

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

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

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

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

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

28

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

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

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

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

11 A. Carryover of Portion of Allowed Pumping Allocation.

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

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

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

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

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

4 B. When Over-extractions May be Permitted.

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

12 2. Reductions in Allowed Pumping Allocations in
13 Succeeding Years to Compensate for Permissible Overextractions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 (5) They shall contain provisions that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 (f) No party shall recover costs from any other party
6 herein ⁱⁿ ~~en~~ connection with ^{determinations} ~~determinators~~ made with respect to this
7 part.

8 C. Exchange Pool Provisions.

9 (1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

24 4. Subscriptions to Exchange Pool.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 IV. CONTINUING JURISDICTION OF THE COURT.

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

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

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

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

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

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

1 (f) To review actions of the Watermaster.

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

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

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

25 V. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF CALIFORNIA - THE RESOURCES AGENCY

DEPARTMENT OF WATER RESOURCESSOUTHERN DISTRICT
770 FAIRMONT AVENUE, SUITE 102
GLENDALE, CA 91203-1035

ARNOLD SCHWARZENEGGER, Governor



JUL 1 2005

Mr. Noel Ford
Utility Supervisor
City of Norwalk
Post Office Box 1030
Norwalk, California 90651-1030

Dear Mr. Ford:

We received a Final Order of Condemnation, Case No. BC325907 issued by the Superior Court of the State of California, County of Los Angeles dated May 19, 2005, transferring water rights in Central Basin from County Water Company to City of Norwalk.

In accordance with the Order and Subpart 2 of Part V of the Central Basin Judgment, the account of City of Norwalk was increased by 456.00 acre-feet of Allowed Pumping Allocation (570.00 acre-feet of Total Water Right). A normal carryover of 91.20 acre-feet from 2003-04 Fiscal Year was also transferred to City of Norwalk.

The account of County Water Company was reduced to zero acre-feet and closed. For further assistance, please contact Milan Cernosek at (818) 548-3047.

Sincerely,

Handwritten signature of Bob Quate in cursive.

for

Mark Stuart, Chief
Southern District
and Deputy Watermaster

Enclosure

cc: Mr. John A. Erickson
President
County Water Company
11829 East 163rd Street
Norwalk, California 90650Water Replenishment District
of Southern California
12621 East 166th Street
Cerritos, California 90701

1 MARK A. EASTER, Bar No. 143435
 2 ADAM TOWERS, Bar No. 216681
 3 BEST BEST & KRIEGER LLP
 3750 University Avenue
 4 P.O. Box 1028
 Riverside, California 92502
 Telephone: (951) 686-1450
 Telecopier: (951) 686-3083

5 Attorneys for Plaintiff
 6 CITY OF NORWALK

ORIGINAL FILED

MAY 19 2005

LOS ANGELES
SUPERIOR COURT

RECEIVED

MAY 18

DEPT. 59

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

COPY

12 CITY OF NORWALK, a municipal
 13 corporation,

14 Plaintiff,

15 vs.

16 COUNTY WATER COMPANY; J.A.
 17 ERICKSON, TRUSTEE OF THE JOHN A.
 18 ERICKSON & MARILYN J. ERICKSON,
 19 1968 TRUSTS, ORIGINALLY SIGNED
 20 SEPTEMBER 10, 1968, AS AMENDED IN
 21 TOTAL SEPTEMBER 26, 1994 as to
 22 Certificate No. 6; MARILYN ERICKSON,
 23 TRUSTEE OF THE JOHN A. ERICKSON &
 24 MARILYN J. ERICKSON, 1968 TRUSTS,
 25 ORIGINALLY SIGNED SEPTEMBER 10,
 26 1968, AS AMENDED IN TOTAL
 27 SEPTEMBER 26, 1994 as to Certificate No.
 28 6; J.A. ERICKSON, TRUSTEE OF THE
 JOHN A. ERICKSON & MARILYN J.
 ERICKSON, 1968 TRUSTS, ORIGINALLY
 SIGNED SEPTEMBER 10, 1968, AS
 AMENDED IN TOTAL SEPTEMBER 26,
 1994 as to Certificate No. 7; MARILYN
 ERICKSON, TRUSTEE OF THE JOHN A.
 ERICKSON & MARILYN J. ERICKSON,
 1968 TRUSTS, ORIGINALLY SIGNED
 SEPTEMBER 10, 1968, AS AMENDED IN

Case No. BC 325907

Assigned to Eminent Domain Department 59
Judge: Commissioner Bruce Mitchell

~~CONFIDENTIAL~~ FINAL ORDER OF
CONDEMNATION

(Code of Civil Procedure §1268.030)

Complaint Filed: December 14, 2004

Trial Date: Not set

RVLITLPR0681121.1

FINAL ORDER OF CONDEMNATION

1 TOTAL SEPTEMBER 26, 1994 as to
 2 Certificate No. 7; J.A. ERICKSON,
 3 TRUSTEE OF THE JOHN A. ERICKSON &
 4 MARILYN J. ERICKSON, 1968 TRUSTS,
 5 ORIGINALLY SIGNED SEPTEMBER 10,
 6 1968, AS AMENDED IN TOTAL
 7 SEPTEMBER 26, 1994 as to Certificate
 8 No. 16; MARILYN ERICKSON, TRUSTEE
 9 OF THE JOHN A. ERICKSON &
 10 MARILYN J. ERICKSON, 1968 TRUSTS,
 11 ORIGINALLY SIGNED SEPTEMBER 10,
 12 1968, AS AMENDED IN TOTAL
 13 SEPTEMBER 26, 1994 as to Certificate No.
 14 16; J.A. ERICKSON, TRUSTEE OF THE
 15 JOHN A. ERICKSON & MARILYN J.
 16 ERICKSON, 1968 TRUSTS, ORIGINALLY
 17 SIGNED SEPTEMBER 10, 1968, AS
 18 AMENDED IN TOTAL SEPTEMBER 26,
 19 1994 as to Certificate No. 18; MARILYN
 20 ERICKSON, TRUSTEE OF THE JOHN A.
 21 ERICKSON & MARILYN J. ERICKSON,
 22 1968 TRUSTS, ORIGINALLY SIGNED
 23 SEPTEMBER 10, 1968, AS AMENDED IN
 24 TOTAL SEPTEMBER 26, 1994 as to
 25 Certificate No. 18; MYIA FRASER as to
 26 Certificate No.17; MYIA FRASER as to
 27 Certificate No. 20; KRISTEN RABINOWITZ
 28 as to Certificate No. 12; KRISTEN
 RABINOWITZ as to Certificate No. 21;
 JOHN E. ERICKSON as to Certificate No.
 19; JOHN E. ERICKSON as to Certificate
 No. 11; DOES 1 THROUGH 100,
 INCLUSIVE; AND ANY AND ALL
 PERSONS UNKNOWN HAVING OR
 CLAIMING TO HAVE ANY TITLE OR
 INTEREST IN OR TO THE PROPERTY
 SOUGHT TO BE CONDEMNED HEREIN,

Defendants.

RVLITALPN661121.1

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FINAL ORDER OF CONDEMNATION

Judgment in condemnation having been entered in the above-entitled action, and it appearing to the satisfaction of the court that plaintiff CITY OF NORWALK (the "City"), pursuant to said judgment, has paid to defendant, COUNTY WATER COMPANY ("Company") and shareholder defendants J.A. ERICKSON, TRUSTEE OF THE JOHN A. ERICKSON & MARILYN J. ERICKSON, 1968 TRUSTS, ORIGINALLY SIGNED SEPTEMBER 10, 1968, AS AMENDED IN TOTAL SEPTEMBER 26, 1994 as to Certificate No. 6; MARILYN ERICKSON, TRUSTEE OF THE JOHN A. ERICKSON & MARILYN J. ERICKSON, 1968 TRUSTS, ORIGINALLY SIGNED SEPTEMBER 10, 1968, AS AMENDED IN TOTAL SEPTEMBER 26, 1994 as to Certificate No. 6; J.A. ERICKSON, TRUSTEE OF THE JOHN A. ERICKSON & MARILYN J. ERICKSON, 1968 TRUSTS, ORIGINALLY SIGNED SEPTEMBER 10, 1968, AS AMENDED IN TOTAL SEPTEMBER 26, 1994 as to Certificate No. 7; J.A. ERICKSON, TRUSTEE OF THE JOHN A. ERICKSON & MARILYN J. ERICKSON, 1968 TRUSTS, ORIGINALLY SIGNED SEPTEMBER 10, 1968, AS AMENDED IN TOTAL SEPTEMBER 26, 1994 as to Certificate No. 16; MARILYN ERICKSON, TRUSTEE OF THE JOHN A. ERICKSON & MARILYN J. ERICKSON, 1968 TRUSTS, ORIGINALLY SIGNED SEPTEMBER 10, 1968, AS AMENDED IN TOTAL SEPTEMBER 26, 1994 as to Certificate No. 16; J.A. ERICKSON, TRUSTEE OF THE JOHN A. ERICKSON & MARILYN J. ERICKSON, 1968 TRUSTS, ORIGINALLY SIGNED SEPTEMBER 10, 1968, AS AMENDED IN TOTAL SEPTEMBER 26, 1994 as to Certificate No. 18; MARILYN ERICKSON, TRUSTEE OF THE JOHN A. ERICKSON & MARILYN J. ERICKSON, 1968 TRUSTS, ORIGINALLY SIGNED SEPTEMBER 10, 1968, AS AMENDED IN TOTAL SEPTEMBER 26, 1994 as to Certificate No. 18; MYIA FRASER as to Certificate No.17; MYIA FRASER as to Certificate No. 20; KRISTEN RABINOWITZ as to Certificate No. 12; KRISTEN RABINOWITZ as to Certificate

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1 No. 21; JOHN E. ERICKSON as to Certificate No. 19; JOHN E. ERICKSON as to Certificate
 2 No. 11 (collectively "Shareholders"), the total sum awarded by the court as just compensation and
 3 payment for all claims or demands against plaintiff on account of the taking of the subject
 4 property interests being acquired herein, described in plaintiff's complaint and consisting of the
 5 Company and all of its issued and outstanding stock and assets, including the 1) 76,923 shares
 6 owned by John A. Erickson and Marilyn J. Erickson, Trustees; 2) 33,349 shares owned by Myia
 7 Fraser; 3) 33, 333 shares owned by Kristen Rabinowitz; 4) 33,349 shares owned by John E.
 8 Erickson; and 5) the 456-acre feet of adjudicated water rights owned by Company in the Central
 9 Basin, Los Angeles County, California pursuant to an Order entered by the Court in *Central*
 10 *Basin Water Replenishment District v. Adams, et al.*, Los Angeles County Superior Case No.
 11 786656 (referred to hereafter as "Subject Property Interests").

12
 13 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that
 14 the Subject Property Interests are given for and condemned to the CITY OF NORWALK for the
 15 public purpose of municipal water purposes, and all uses necessary or convenient thereto, as set
 16 forth in the Judgment in Condemnation.

17
 18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon recordation of
 19 this Final Order of Condemnation, title to the Subject Property Interests shall vest in Plaintiff,
 20 CITY OF NORWALK, free and clear of all claims, rights, title, interest or liens in, to or against
 21 which Defendants may have therein or thereto.

22
 23 IT IS SO ORDERED, ADJUDGED AND DECREED.

24
 25 DATED: 5-19-05

26
 27 BRUCE E. MITCHELL
 28 JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

I, Sandra Ramirez, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 3500 Porsche Way, Suite 200, Ontario, California 91764. On May 17, 2005, I served the within document(s):

[PROPOSED] FINAL ORDER OF CONDEMNATION

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Ontario, California addressed as set forth below.

SEE ATTACHED SERVICE LIST

- by causing personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by _____ following the firm's ordinary business practices.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 17, 2005, at Ontario, California.


Sandra Ramirez

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BEST BEST & KRIEGER LLP
3500 PORSCHE WAY
SUITE 200
ONTARIO, CALIFORNIA 91704

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MAILING LIST
CITY OF NORWALK v. COUNTY WATER COMPANY
LOS ANGELES SUPERIOR COURT CASE NO. BC 325907

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James L. Markman, Esq.
RICHARDS, WATSON & GERSHON
1 Civic Center Circle
P.O. Box 1059
Brea, California 92822-1059

J. A. Erickson, Trustee of the John A. Erickson & Marilyn J. Erickson, 1968 Trusts, Originally Signed September 10, 1968, as Amended in Total September 26, 1994 as to Certificate No. 18
3332 Harvey Way
Lakewood, CA 90712

Marilyn Erickson, Trustee of the John A. Erickson & Marilyn J. Erickson, 1968 Trusts, Originally Signed September 10, 1968, as Amended in Total September 26, 1994 as to Certificate No. 6
3332 Harvey Way
Lakewood, CA 90712

J. A. Erickson, Trustee of the John A. Erickson & Marilyn J. Erickson, 1968 Trusts, Originally Signed September 10, 1968, as Amended in Total September 26, 1994 as to Certificate No. 16
3332 Harvey Way
Lakewood, CA 90712

Marilyn Erickson, Trustee of the John A. Erickson & Marilyn J. Erickson, 1968 Trusts, Originally Signed September 10, 1968, as Amended in Total September 26, 1994 as to Certificate No. 16
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Lakewood, CA 90712

John Shaeffer, Esq.
Authorized to Accept Service of Process for KRISTEN RABINOWITZ as to Certificate No. 21
550 S. Hope Street, Suite 2000
Los Angeles, CA 90071

Marilyn Erickson, Trustee of the John A. Erickson & Marilyn J. Erickson, 1968 Trusts, Originally Signed September 10, 1968, as Amended in Total September 26, 1994 as to Certificate No. 7
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Norwalk, CA 90650

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Lakewood, CA 90712

John E. Erickson as to Certificate No. 19
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Norwalk, CA 90650

J. A. Erickson, Trustee of the John A. Erickson & Marilyn J. Erickson, 1968 Trusts, Originally Signed September 10, 1968, as Amended in Total September 26, 1994 as to Certificate No. 7
3332 Harvey Way
Lakewood, CA 90712

Myia Fraser as to Certificate No. 17
11829 163rd Street
Norwalk, CA 90650

Myia Fraser as to Certificate No. 20
11829 163rd Street
Norwalk, CA 90650

Myia Fraser, Agent Authorized to Accept Service of Process for COUNTY WATER COMPANY
11829 163rd Street
Norwalk, CA 90650

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APPENDIX M

City of Norwalk Water Pumping and Supply Data

MONTHLY WATER PRODUCTION

CALENDAR YEAR 2006

Month	Production Year	Monthly Acre Feet	Total Gal. in Millions	Reclaimed Acre Feet	Belf - Somerset Acre Feet	Park Water Million Gal.	Golden State Million Gal.	City of S.F.S.	City of Cerritos	Total Water 100 CU/FT	Central Basin MWD	Total Water Million Gal	Grand Total Million Gallon	Grand Total Acre Feet
July	2006	54.52	17,765	4.94	0	0	0	10087	44868	54955	94.4	41,109	91,245	280,019
August	2006	50.03	16,302	19.28	0	0	0	10086	43771	53857	89.5	40,288	92,036	282,449
September	2006	48.44	15,784	12.04	0	0	0	7954	40656	48610	84.4	36,363	83,572	286,473
October	2006	43.26	14,096	16.8	0	0	0	7954	38224	46178	81.9	34,544	80,801	247,970
November	2006	40.16	13,086	3.05	0	0	0	6958	36397	43355	76.6	32,432	71,472	219,340
December	2006	37.13	12,099	10.01	0	0	0	6959	35361	42320	70.2	31,658	69,893	214,493
January	2006	38.89	12,672	3.09	0	0	0	6002	34115	40117	72.2	30,010	67,215	206,276
February	2006	37.06	12,076	2.33	0	0	0	6001	30446	36447	67.0	27,264	61,932	190,061
March	2006	34.00	11,079	4.04	0	0	0	5770	31073	36843	69.2	27,560	62,505	191,820
April	2006	34.42	11,216	3.87	0	0	0	5770	25134	30904	68.2	23,118	57,818	177,436
May	2006	42.04	13,699	7.95	0	0	0	9131	26148	35279	72.9	26,391	66,434	203,880
June	2006	47.50	15,478	8.49	0	0	0	9131	39838	48969	83.8	36,631	82,182	252,208
		507.45	165,353	95.89	0.00	0	0	91803	426031	517834	930.3	387,367	887,105	2722,425

USE	January	March	May	July	September	November	Totals	PROOF:
Residential (in cubic ft)	0	0	0	0	0	0	0	Acres Feet
Millions of Gallons	0	0	0	0	0	0	0	
Commercial (in cubic ft)	0	0	0	0	0	0	0	Total Water Introduced:
Millions of Gallons	0	0	0	0	0	0	0	2722
Industrial (in cubic ft)	0	0	0	0	0	0	0	
Millions of Gallons	0	0	0	0	0	0	0	
Public Authority	0	0	0	0	0	0	0	
Millions of Gallons	0	0	0	0	0	0	0	Total Water Sold:
Irrigation (in cubic ft)	0	0	0	0	0	0	0	2623
Millions of Gallons	0	0	0	0	0	0	0	
Apartments (in cubic ft)	0	0	0	0	0	0	0	
Millions of Gallons	0	0	0	0	0	0	0	
Total Consumption	0	0	0	0	0	0	1142563	Water Purchased:
Millions of Gallons	0	0	0	0	0	0	855	2215

MONTHLY WATER PRODUCTION

CALENDAR YEAR 2007

Month	Production Year	Monthly Acre Feet	Total Gal. in Millions	Reclaimed Acre Feet	Beliff - Somerset Acre Feet	Park Water Million Gal.	Golden State Million Gal	City of S.F.S	City of Carritos	Total Water 100 CU/FT	Central Basin MWD	Total Water Million Gal	Grand Total Million Gallon	Grand Total Acre Feet
July	2007	52.80	17,265	16.86	0	0	0	6708	41026	49734	88.9	37,204	88,871	272,734
August	2007	51.37	16,739	19.08	0	0	0	8709	43201	51910	90.6	38,831	91,310	280,219
September	2007	45.53	14,836	20.77	0	0	0	6993	36012	45005	81.5	33,666	81,827	251,117
October	2007	41.41	13,493	14.04	0	0	0	6994	34646	41640	77.3	31,149	74,406	228,342
November	2007	39.30	12,806	3.33	0	0	0	6553	32399	38952	68.5	29,138	65,350	200,552
December	2007	34.63	11,284	4.62	0	0	0	6554	33390	39944	59.8	29,880	62,166	190,779
January	2007	39.08	12,734	1.41	0	0	0	6708	19465	26173	71.0	19,579	55,908	171,575
February	2007	34.21	11,147	5.37	0	0	0	6709	29042	35751	60.3	26,744	59,290	181,953
March	2007	42.29	13,780	7.84	0	0	0	7441	33953	42394	71.5	31,713	71,346	218,953
April	2007	40.68	13,266	5.94	0	0	0	7442	36091	43533	70.2	32,565	70,501	216,358
May	2007	46.48	15,145	12.35	0	0	0	9050	36560	45910	79.3	34,343	79,353	243,525
June	2007	47.77	15,566	14.36	0	0	0	9051	40377	49428	80.4	36,975	83,418	256,001
		515.55	167,992	125.57	0.00	0	0	9051	40377	510374	899.3	381,786	883,743	2712,109

842,833

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USE	January	March	May	July	September	November	Totals	PROOF:	Acres Feet
Residential (in cubic ft)	0	0	0	0	0	0	0		
Millions of Gallons	0	0	0	0	0	0	0		
Commercial (in cubic ft)	0	0	0	0	0	0	0		
Millions of Gallons	0	0	0	0	0	0	0		2712
Industrial (in cubic ft)	0	0	0	0	0	0	0		
Millions of Gallons	0	0	0	0	0	0	0		
Public Authority	0	0	0	0	0	0	0		
Millions of Gallons	0	0	0	0	0	0	0		
Irrigation (in cubic ft)	0	0	0	0	0	0	0		
Millions of Gallons	0	0	0	0	0	0	0		2590
Apartments (in cubic ft)	0	0	0	0	0	0	0		
Millions of Gallons	0	0	0	0	0	0	0		
Total Consumption	0	0	0	0	0	0	1,128,246		
Millions of Gallons	0	0	0	0	0	0	844		2197

MONTHLY WATER PRODUCTION

CALENDAR YEAR 2008

Month	Production Year	Monthly Acre Feet	Total Gal. in Millions	Reclaimed Acre Feet	Belf - Somerset Acre Feet	Park Water Million Gal.	Golden State Million Gal.	City of S.F.S.	City of Carritos	Total Water 100 CU/FT	Central Basin MWD	Total Water Million Gal	Grand Total Million Gallon	Grand Total Acre Feet
January	2008	34.98	11,398	3.49	0	0	0	5353	28200	33553	57.6	25,099	56,404	173,097
February	2008	33.38	10,877	1.56	0	0	0	5352	29778	35130	52.8	26,279	54,869	168,387
March	2008	36.73	11,969	8.03	0	0	0	7464	34603	42067	66.7	31,468	67,788	208,033
April	2008	40.85	13,311	5.10	0	0	0	7463	37563	45026	74.1	33,682	72,800	223,416
May	2008	43.59	14,204	11.49	0	0	0	7895	40067	47962	77.5	35,878	79,079	242,686
June	2008	43.59	14,204	12.10	0	0	0	7895	41062	48957	84.0	36,622	82,141	252,080
July	2008	48.95	15,950	16.33	0	0	0	7922	43759	51681	88.4	38,660	88,737	272,323
August	2008	47.98	15,634	12.08	0	0	0	7922	44458	52380	86.6	39,183	86,972	266,908
September	2008	44.45	14,484	11.92	0	0	0	7058	38586	45644	82.6	34,144	79,428	243,754
October	2008	43.93	14,315	13.29	0	0	0	7057	40757	47814	81.4	35,767	80,937	248,366
November	2008	36.26	11,815	6.30	0	0	0	6729	32042	38771	72.2	29,003	66,397	203,766
December	2008	32.64	10,636	2.79	0	0	0	6729	30978	37707	42.9	28,207	53,731	164,893
		487.33	158,797	104.48	0.00					526692	866.8	393,993	869,283	2667,730

USE

USE	January	March	May	July	September	November	Totals
Residential (in cubic ft)	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Commercial (in cubic ft)	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Industrial (in cubic ft)	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Public Authority	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Irrigation (in cubic ft)	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Apartments (in cubic ft)	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Total Consumption	0	0	0	0	0	0	1,085,985
Millions of Gallons	0	0	0	0	0	0	812

PROOF:

Total Water Introduced: 2668

Total Water Sold: 2493

Water Purchased: 2180

Acres Feet

MONTHLY WATER PRODUCTION

CALENDAR YEAR 2009

Month	Production Year	Monthly Acre Feet	Total Gal. in Millions	Reclaimed Acre Feet	Belf - Somerset Acre Feet	Park Water Million Gal.	Golden State Million Gal.	City of S.F.S.	City of Cerritos	Total Water 100 CU/FT	Central Basin MWD	Total Water Million Gal	Grand Total Million Gallon	Grand Total Acre Feet
January	2009	34.10	11,112	4.94	0	0	0	5825	31010	36835	41.2	27,554	53,701	164,802
February	2009	29.38	9,574	2.74	0	0	0	5825	25167	30992	33.7	23,184	44,631	136,968
March	2009	35.16	11,457	3.99	0	0	0	5885	31214	37099	41.8	27,752	54,130	166,118
April	2009	33.26	10,838	5.39	0	0	0	5885	34024	39909	46.6	29,854	57,633	176,869
May	2009	38.15	12,431	9.72	0	0	0	7136	35249	42385	56.6	31,706	65,748	201,773
June	2009	35.44	11,548	10.79	0	0	0	7136	37315	44451	70.9	33,252	71,419	219,176
July	2009	41.71	13,591	13.65	0	0	0	7129	41972	49101	78.7	36,730	80,414	246,781
August	2009	38.92	12,682	11.73	0	0	0	7129	35671	42800	79.7	32,017	74,491	228,605
September	2009	37.75	12,301	11.84	0	0	0	7217	36438	43655	76.6	32,656	73,775	226,408
October	2009	33.35	10,867	9.48	0	0	0	7216	34505	41721	72.5	31,209	68,790	211,108
November	2009	32.60	10,623	7.26	0	0	0	6219	32112	38331	68.2	28,674	63,885	196,056
December	2009	29.40	9,580	4.12	0	0	0	6218	31026	37244	64.5	27,860	59,800	183,521
		419.22	136,603	95.65	0.00	0	0			484523	731.0	362,448	768,416	2358,183

USE	January	March	May	July	September	November	Totals
Residential (in cubic ft)	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Commercial (in cubic ft)	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Industrial (in cubic ft)	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Public Authority	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Irrigation (in cubic ft)	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Apartments (in cubic ft)	0	0	0	0	0	0	0
Millions of Gallons	0	0	0	0	0	0	0
Total Consumption	0	0	0	0	0	0	989,331
Millions of Gallons	0	0	0	0	0	0	740

PROOF:

Total Water Introduced:

Total Water Sold:

Water Purchased:

—Acre Feet—

2358

2271

1939

MONTHLY WATER PRODUCTION

CALENDAR YEAR 2010

Month	Production Year	Monthly Acre Feet	Total Gal. in Millions	Reclaimed Acre Feet	City of S.F.S	City of Cerritos	Total Water 100 CU/FT	Central MWD Acre Feet	SFS & Cerr Million Gal	Grand Total Million Gallon	Grand Total Acre Feet
January	2010	28.74	9.365	1.90	8225	26556	34781	62.6	26.018	56.401	173.087
February	2010	24.60	8.016	1.54	8225	24585	32810	57.1	24.544	51.669	158.566
March	2010	28.87	9.407	4.22	4962	22458	27420	70.6	20.512	54.300	166.640
April	2010	30.86	10.056	8.12	4962	37569	42531	67.2	31.815	66.413	203.815
May	2010	38.39	12.509	8.02	6998	20718	27716	71.3	20.733	59.088	181.334
June	2010	38.34	12.493	12.05	6998	37037	44035	71.8	32.940	72.755	223.276
July	2010	42.09	13.715	13.23	7715	37703	45418	70.1	33.975	74.845	229.690
August	2010	42.31	13.787	13.23	7715	35279	42994	76	32.162	75.026	230.245
September	2010	39.80	12.969	11.58	6259	29883	36142	74	27.036	67.891	208.350
October	2010	33.79	11.011	16.63	6259	29883	36142	70.1	27.036	66.309	203.495
November	2010	32.34	10.538	6.55	6072	27984	34056	64.7	25.476	59.230	181.772
December	2010	30.54	9.951	5.43	6072	27619	33691	56.3	25.203	55.270	169.618
		410.67	133.817	102.51			437736	811.8	327.449	759.197	2329.889

USE	January	March	May	November	Totals	PROOF:	Acre Feet
Residential (in cubic ft) Millions of Gallons	0	0	0	0	0	Total Water Introduced:	2330
Commercial (in cubic ft) Millions of Gallons	0	0	0	0	0	Total Water Sold:	2239
Industrial (in cubic ft) Millions of Gallons	0	0	0	0	0	Water Purchased:	1919
Public Authority	0	0	0	0	0		
Millions of Gallons	0	0	0	0	0		
Irrigation (in cubic ft) Millions of Gallons	0	0	0	0	0		
Apartments (in cubic ft) Millions of Gallons	0	0	0	0	0		
Total Consumption	0	0	0	0	975,318		
Millions of Gallons	0	0	0	0	730		

APPENDIX N

Calculations of Projected Number of Connections and Water Usage Spreadsheet

CALCULATIONS OF PROJECTED NUMBER OF CONNECTIONS

PAST, CURRENT AND PROJECTED WATER DELIVERIES						
	2010		2015		2020	
	# of Accounts	Deliveries AFY	# of Accounts	Deliveries AFY	# of Accounts	Deliveries AFY
Water Use Sectors						
Single Family	3,918	2,029	4,271	2,211	4,655	2,410
Multi-Family	241	101	263	110	286	120
Commercial/Institutional	225	137	245	149	267	163
Industrial	109	32	119	35	130	38
Landscape	5	7	5	8	6	9
Other	22	23	24	25	26	27
Agricultural		1		2		
Sub-Total	4,520	2,330	4,927	2,540	5,370	2,767
Reclaimed Water						
Total Demand		2,330		2,540		2,767

PAST, CURRENT AND PROJECTED WATER DELIVERIES (continue)						
	2025		2030		2035	
	# of Accounts	Deliveries AFY	# of Accounts	Deliveries AFY	# of Accounts	Deliveries AFY
Water Use Sectors						
Single Family	5,074	2,627	5,531	2,864	6,028	3,121
Multi-Family	312	131	340	143	371	156
Commercial/Institutional	291	177	318	193	346	211
Industrial	141	41	154	45	168	49
Landscape	6	10	7	11	8	11
Other	28	29	31	32	34	35
Agricultural						
Sub-Total	5,854	3,016	6,380	3,287	6,955	3,583
Reclaimed Water						
Total Demand		3,016		3,287		3,583

APPENDIX O

Norwalk Municipal Water System Water Rate Sheet

Norwalk Municipal Water System Water Rates

Water Consumption Charge	Current Rate	Percentage Increase FY 2011/2012	Effective July 2011
Unit of Consumption (748 Gallons = 1 Unit)	\$2.87	2.76%	\$2.95

Fixed Charges (per billing period/bi-monthly):

Meter Service Charge	Current Rate	Percentage Increase FY 2011/2012	Effective July 2011
5/8" *	\$48.00	2.3%	\$49.10
3/4" *	\$48.00	2.3%	\$49.10
1"	\$100.17	2.3%	\$102.47
1 1/2"	\$156.23	2.3%	\$159.82
2"	\$211.68	2.3%	\$216.55
3"	\$314.41	2.3%	\$321.64
4"	\$494.26	2.3%	\$505.63
6"	\$537.10	2.3%	\$549.45