

**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**

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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.

NO. 722,647

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

STIPULATION FOR  
JUDGMENT

1 DISTRICT, a municipal water district, and )  
2 CALIFORNIA DOMESTIC WATER COMPANY, a )  
3 corporation, )

4 Intervenor. )

5 Plaintiffs Central Basin Municipal Water District, a  
6 municipal water district (herein sometimes referred to as Central  
7 Municipal); City of Long Beach, a municipal corporation, acting  
8 by and through the Board of Water Commissioners of the City of  
9 Long Beach; and City of Compton, a municipal corporation; and  
10 defendants City of Alhambra, a municipal corporation; City of  
11 Arcadia, a municipal corporation; City of Azusa, a municipal  
12 corporation; Azusa Agricultural Water Company, a corporation, sued  
13 herein as DOE 1; Azusa Valley Water Company, a corporation, for  
14 itself and as successor by merger to Azusa Irrigating Company, a  
15 corporation; Baldwin Park County Water District, a county water  
16 district; California Water and Telephone Company, a corporation;  
17 Columbia Land and Water Company, a corporation; City of Covina, a  
18 municipal corporation; Covina Irrigating Company, a corporation;  
19 Cross Water Company, a corporation, sued herein as DOE 2; Duarte  
20 Water Company (formerly Duarte Domestic Water Company), a corpora-  
21 tion; East Pasadena Water Company, Ltd., a corporation, for itself  
22 and as successor by merger to California-Michigan Land and Water  
23 Company, a corporation; City of El Monte, a municipal corporation;  
24 City of Glendora, a municipal corporation; Glendora Irrigating  
25 Company, a corporation; City of Monrovia, a municipal corporation;  
26 City of Monterey Park, a municipal corporation; San Dimas Water  
27 Company, a corporation, sued herein as DOE 3; San Gabriel County  
28 Water District, a county water district; San Gabriel Valley Water  
29 Company, a corporation; Southern California Water Company, a cor-  
30 poration; City of South Pasadena, a municipal corporation; Subur-  
31 ban Water Systems, a corporation; Sunny Slope Water Company, a  
32 corporation; and Vallecito Water Company, a corporation; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 DATED: \_\_\_\_\_, 1964.

13 Attorneys  
14 (for the respective party  
15 listed opposite and to the  
16 right of the respective  
17 attorneys listed below)

18 Leonard Putnam  
19 City Attorney  
20 Clifford E. Hayes  
21 Principal Deputy City  
22 Attorney  
23 City of Long Beach

24 By \_\_\_\_\_

25 Burris & Lagerlof  
26 Stanley C. Lagerlof  
27 H. Jess Senecal  
28 Jack T. Swafford

29 By \_\_\_\_\_

Signature of Stipulating Party  
and Its Designation of Mailing  
Address

Board of Water Commissioners of  
the City of Long Beach

By \_\_\_\_\_  
Its \_\_\_\_\_ President

By \_\_\_\_\_  
Its \_\_\_\_\_ Secretary

1800 East Wardlow Road  
Long Beach 7, California

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

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

Burriss & 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

Taylor & Smith

City Hall  
111 South First Street  
Alhambra, California

By \_\_\_\_\_

1	James A. Nicklin City Attorney City of Arcadia	City of Arcadia
2		By _____
3	_____	Its Mayor
4	Surr & Hellyer	City Hall Arcadia, California
5	By _____	
6		
7	Clayson, Stark, Rothrock & Mann	
8	By _____	
9		
10		
11	Harry C. Williams City Attorney City of Azusa	City of Azusa
12		By _____
13	_____	Its Mayor
14	Taylor & Smith	City Hall 213 East Foothill Boulevard Azusa, California
15	By _____	
16		
17	Taylor & Smith	Azusa Agricultural Water Company
18	By _____	By _____
19		Its _____ President
20		By _____
21		Its _____ Secretary
22		18352 East Foothill Boulevard Azusa, California
23		
24	Surr & Hellyer	Azusa Valley Water Company
25	By _____	By _____
26		Its _____ President
27	Clayson, Stark, Rothrock & Mann	By _____
28	By _____	Its _____ Secretary
29		P. O. Box 'W' Azusa, California
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Surr & Hellyer  
By \_\_\_\_\_  
Clayson, Stark, Rothrock  
& Mann  
By \_\_\_\_\_

Bacigalupi, Elkus &  
Salinger  
By \_\_\_\_\_  
Surr & Hellyer  
By \_\_\_\_\_  
Clayson, Stark, Rothrock  
& Mann  
By \_\_\_\_\_

Allard, Shelton & O'Connor  
By \_\_\_\_\_  
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

California Water & Telephone  
Company  
By \_\_\_\_\_  
Its \_\_\_\_\_ President  
By \_\_\_\_\_  
Its \_\_\_\_\_ Secretary  
300 Montgomery Street  
San Francisco, California

Columbia Land & Water Company  
By \_\_\_\_\_  
Its \_\_\_\_\_ President  
By \_\_\_\_\_  
Its \_\_\_\_\_ Secretary  
P. O. Box 296  
San Dimas, California

1	Allard, Shelton & O'Connor	City of Covina
2	By _____	By _____
3	Surr & Hellyer	Its Mayor
4	By _____	City Hall
5		Covina, California
6	Clayson, Stark, Rothrock & Mann	
7	By _____	
8		
9	Kerckhoff & Kerckhoff	Covina Irrigating Company
10	By _____	By _____
11	Surr & Hellyer	Its _____ President
12	By _____	By _____
13	Clayson, Stark, Rothrock & Mann	Its _____ Secretary
14	By _____	146 East Collega Street
15		Covina, California
16	George C. Gillette	Cross Water Company
17	_____	By _____
18		Its _____ President
19		By _____
20		Its _____ Secretary
21		15825 East Main Street
22		La Puente, California
23	Henry W. Shatford	Duarte Water Company
24	Shatford & Shatford	By _____
25	By _____	Its _____ President
26	Surr & Hellyer	By _____
27	By _____	Its _____ Secretary
28		1101 South Oak Avenue
29	Clayson, Stark, Rothrock & Mann	Duarte, California
30	By _____	
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1	Gray & Maddox	East Pasadena Water Company, Ltd.
2	By _____	By _____
3		Its _____ President
4	Surr & Hellyer	By _____
5	By _____	Its _____ Secretary
6	Clayson, Stark, Rothrock & Mann	269 South Rosemead Pasadena, California
7		
8	By _____	
9		
10	James A. Nicklin City Attorney City of El Monte	City of El Monte
11		By _____
12	_____	Its Mayor
13		City Hall El Monte, California
14	Surr & Hellyer	
15	By _____	
16	Clayson, Stark, Rothrock & Mann	
17		
18	By _____	
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21	Leonard A. Shelton City Attorney City of Glendora	City of Glendora
22		By _____
23	_____	Its Mayor
24		City Hall Glendora, California
25	Surr & Hellyer	
26	By _____	
27	Clayson, Stark, Rothrock & Mann	
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1	Allard, Shelton & O'Connor	Glendora Irrigating Company
2	By _____	By _____
3		Its _____ President
4	Surr & Hellyer	
5	By _____	By _____
6		Its _____ Secretary
7	Clayson, Stark, Rothrock & Mann	224 North Michigan Avenue Glendora, California
8	By _____	
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11	Homer H. Bell	City of Monrovia
12	City Attorney	By _____
13	City of Monrovia	Its Mayor
14	_____	City Hall
15	Surr & Hellyer	Monrovia, California
16	By _____	
17	Clayson, Stark, Rothrock & Mann	
18	By _____	
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22	Charles R. Martin	City of Monterey Park
23	City Attorney	By _____
24	City of Monterey Park	Its Mayor
25	_____	City Hall
26	Taylor & Smith	320 West Newmark Avenue
27	By _____	Monterey Park, California
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1	Allard, Shelton & O'Connor	San Dimas Water Company
2	By _____	By _____
3		Its _____ President
4	Surr & Hellyer	By _____
5	By _____	Its _____ Secretary
6	Clayson, Stark, Rothrock & Mann	P. O. Box 181 San Dimas, California
7	By _____	
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10	Surr & Hellyer	San Gabriel County Water District
11	By _____	By _____
12		Its _____ President
13	Clayson, Stark, Rothrock & Mann	By _____
14	By _____	Its _____ Secretary
15		8229 East Las Tunas Drive San Gabriel, California
16		
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18	J. E. Skelton	San Gabriel Valley Water Company
19	_____	By _____
20		Its _____ President
21	Surr & Hellyer	By _____
22	By _____	Its _____ Secretary
23	Clayson, Stark, Rothrock & Mann	11142 Garvey Avenue El Monte, California
24	By _____	
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1	O'Melveny & Myers	Southern California Water Company
2	By _____	By _____
3		Its _____ President
4	Surr & Hellyer	By _____
5	By _____	Its _____ Secretary
6	Clayson, Stark, Rothrock	11911 South Vermont Avenue
7	& Mann	Los Angeles 44, California
8	By _____	
9		
10	Charles R. Martin	City of South Pasadena
11	City Attorney	By _____
12	City of South Pasadena	Its Mayor
13	_____	825 Mission Street
14	Surr & Hellyer	South Pasadena, California
15	By _____	
16	Clayson, Stark, Rothrock	
17	& Mann	
18	By _____	
19	Frank E. Gray	Suburban Water Systems
20	_____	By _____
21	Surr & Hellyer	Its _____ President
22	By _____	By _____
23		Its _____ Secretary
24	Clayson, Stark, Rothrock	16340 East Maplegrove Street
25	& Mann	La Puente, California
26	By _____	
27	Hahn & Hahn	Sunny Slope Water Company
28	By _____	By _____
29		Its _____ President
30		By _____
31		Its _____ Secretary
32		1040 El Campo Drive
		Pasadena, California

1	Surr & Hellyer	Vallecito Water Company
2	By _____	By _____
3		Its ____ President
4	Clayson, Stark, Rothrock & Mann	By _____
5	By _____	Its _____ Secretary
6		749 South Ninth Avenue
7		City of Industry, California
8		
9	Stearns, Gross and Moore	California Domestic Water Company
10	By _____	By _____
11		Its ____ President
12		By _____
13		Its _____ Secretary
14		P. O. Box 1026, Perry Annex
15		Whittier, California
16		
17	Ralph B. Helm	Upper San Gabriel Valley
18	_____	Municipal Water District
19		By _____
20		Its ____ President
21		By _____
22		Its _____ Secretary
23		11229 East Valley Boulevard
24		El Monte, California
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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.

NO. 722,647

SAN GABRIEL VALLEY WATER COMPANY, a cor-  
poration; 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 cor-  
poration; DUARTE WATER COMPANY, a corpora-  
tion; EAST PASADENA WATER CO. LTD., a  
corporation; GLENDORA IRRIGATING COMPANY,  
a corporation; SAN DIMAS WATER COMPANY, a  
corporation; SOUTHERN CALIFORNIA WATER  
SYSTEMS, a corporation; SUNNY SLOPE WATER  
CO., a corporation; VALLECITO WATER CO.,  
a corporation; CITY OF ALHAMBRA, a municip-  
al 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

JUDGMENT

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

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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.

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

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

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

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

16 JURISDICTION

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

20 EXHIBITS

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

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

25 (b) Exhibit B -- Engineering Appendix.

26 DEFINITIONS

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

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

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

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

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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.

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(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.

(1) 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-

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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

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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

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

10 DETERMINATION  
11 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.

14 RAINFALL  
15 ADJUSTMENT  
16 TABLE

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

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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.

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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.

1 LONG-TERM  
2 ACCOUNTING

3 (h) Following September 30, 1963, a Long-term  
4 Accounting shall be made from time to time but  
5 not sooner than at the end of 15 Water Years,  
6 nor later than 25 Water Years after September  
7 30, 1963, or after the last such accounting,  
8 whichever is later. A Long-term Accounting  
9 shall be made sooner than said 25-year period  
10 whenever the average annual rainfall in the  
11 San Gabriel Valley for a period of 15 Water  
12 Years or more after September 30, 1963, or  
13 after the last such accounting, whichever is  
14 later, is at least 18 inches but not more than  
15 19 inches.

16 In making such Long-term Accounting for any  
17 such period (herein called Long-term  
18 Accounting Period), the aggregate of all  
19 Usable Water and Make-up Water received by  
20 Lower Area during such period shall be deter-  
21 mined and (a) there shall be deducted from said  
22 aggregate the amount of Make-up Water, if any,  
23 delivered during such period by reason of the  
24 existence of an Accrued Debit of Upper Area  
25 at the end of the immediately preceding Long-  
26 term Accounting Period, or (b) there shall be  
27 added to said aggregate the amount of any  
28 Accrued Credit of Upper Area determined to  
29 exist at the end of the immediately preceding  
30 Long-term Accounting Period. The net  
31 aggregate amount of Usable Water and Make-up  
32 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

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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

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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 District 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,

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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

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2. TRANSFER OF  
3. WATER RIGHTS  
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rights of Lower Area Parties.

(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

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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,

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POWERS  
AND  
DUTIES

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.

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

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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

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

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

14 OBJECTIONS

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

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

16 CHANGE IN  
17 METHOD OF  
18 MEASUREMENT

11. If the Watermaster shall deem it advisable to  
make a change in the method of making any measure-  
ment 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.

1 BUDGET

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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

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

17 FEES AND  
18 EXPENSES

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

27 Payment of the amount assessed to a party,  
28 whether or not subject to adjustment by the Court  
29 as provided in paragraph 12, shall be paid on or  
30 prior to the beginning of the Water Year to which  
31 the final budget and statement of assessed costs  
32 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

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statement. Payment required of any party here-  
under may be enforced by execution issued out of  
this Court, or as may be provided by order here-  
inafter 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

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

4 If at any time Plaintiffs and at least two-  
5 thirds of the Defendants including any two of the  
6 cities of Alhambra, Azusa and Monterey Park, shall  
7 file with the Court a written stipulation (i) that  
8 henceforth in determining any one or more of the  
9 component parts of Usable Water received by Lower  
10 Area in any Water Year, the Watermaster shall not  
11 use the method specified in this Judgment but  
12 shall use instead a new, different or altered  
13 method as specified and described in such  
14 stipulation, and (ii) that such new, different or  
15 altered method or methods shall be applied to  
16 redetermine the average annual amount of Usable  
17 Surface Flow, Subsurface Flow and Export to Lower  
18 Area which Lower Area received each Water Year  
19 during the period October 1, 1934 to September  
20 30, 1959, referred to as the base period, and  
21 that on the basis of such redetermination the  
22 Court may modify paragraphs 4 and 5 of this  
23 Judgment to establish a new and different water  
24 entitlement and yearly adjustment thereto which  
25 shall thereafter control, then and in that event,  
26 after hearing pursuant to motion and notice to  
27 all parties, held at such time as the Court may  
28 direct, the Court may deny the motion or it may  
29 grant it and (a) approve the future use of the  
30 stipulated new, different or altered method or  
31 methods, by the Watermaster, and (b) by use of the  
32 stipulated new, different or altered method or

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REPORT OF  
TRANSFER  
OF WATER  
RIGHTS

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.

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

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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.

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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.

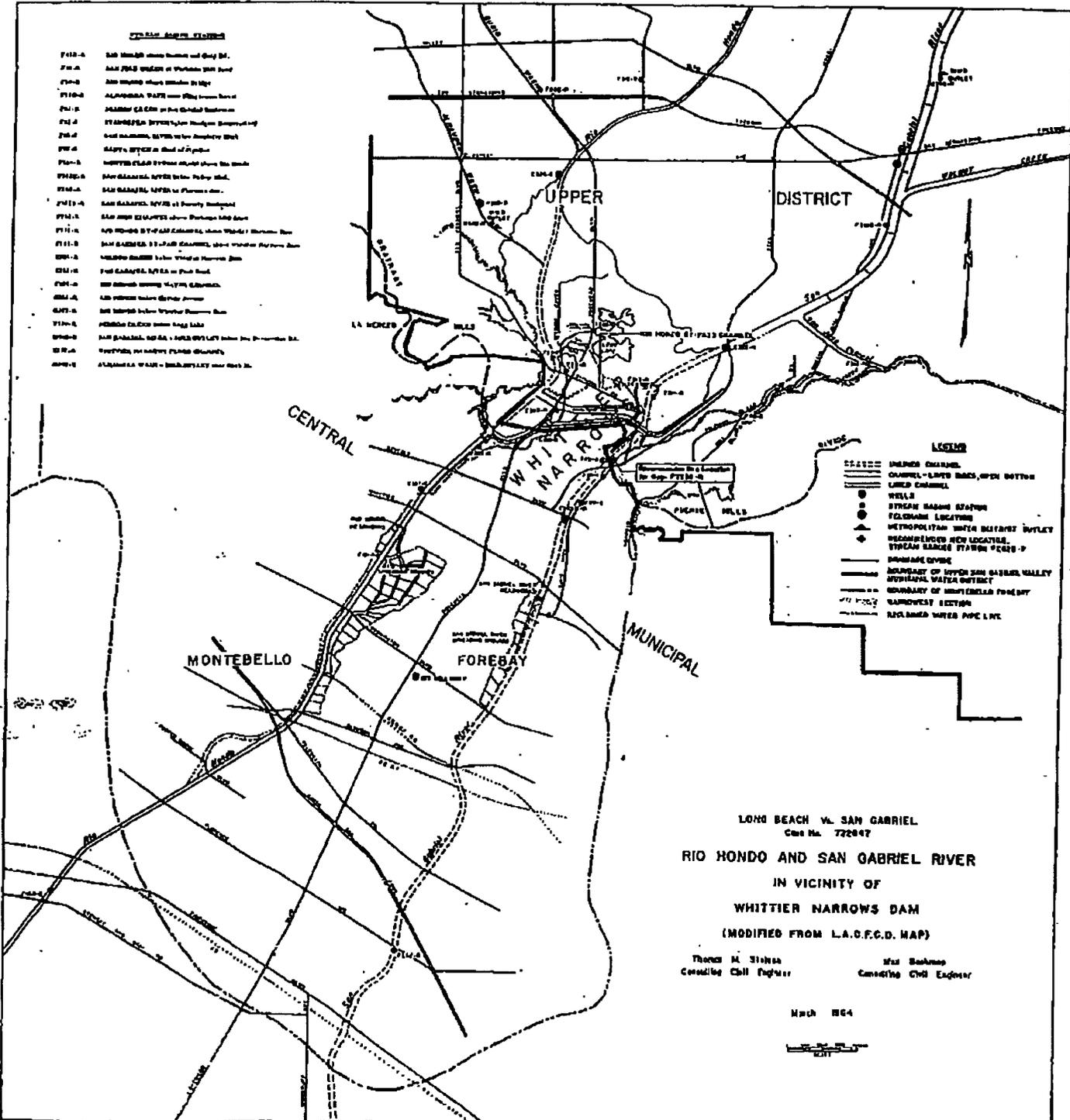
COSTS

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

Dated: \_\_\_\_\_, 1964.

\_\_\_\_\_  
Judge

- SYMBOLS AND EXPLANATIONS**
- F110-A SAN GABRIEL above station and flow of.
  - F110-B SAN GABRIEL below station and flow of.
  - F110-C SAN GABRIEL above station and flow of.
  - F110-D ALAMOGOSA DITCH near flow from base of.
  - F110-E SAN GABRIEL above station and flow of.
  - F110-F SAN GABRIEL above station and flow of.
  - F110-G SAN GABRIEL above station and flow of.
  - F110-H SAN GABRIEL above station and flow of.
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  - F110-W SAN GABRIEL above station and flow of.
  - F110-X SAN GABRIEL above station and flow of.
  - F110-Y SAN GABRIEL above station and flow of.
  - F110-Z SAN GABRIEL above station and flow of.



LONG BEACH vs. SAN GABRIEL  
 Case No. 72247  
**RIO HONDO AND SAN GABRIEL RIVER**  
 IN VICINITY OF  
**WHITTIER NARROWS DAM**  
 (MODIFIED FROM L.A.C.F.C.D. MAP)

Thomas M. Stinson Consulting Civil Engineer  
 Max Bauman Consulting Civil Engineer

March 1964

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LONG BEACH v. SAN GABRIEL

ENGINEERING APPENDIX

EXHIBIT B

1 ENGINEERING APPENDIX

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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

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

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

	Average annual quantity in acre- feet
14 1. Surface Flow	108,560
15 2. Montebello Forebay surface 16 outflow	45,000
17 3. Local storm inflow within 18 Montebello Forebay	<u>1,660</u>
19 4. Portion of Surface Flow 20 leaving Montebello 21 Forebay (2 minus 3)	43,340
22 5. Surface Flow percolated in 23 Montebello Forebay 24 (1 minus 4)	65,220
25 6. Lower Area Replenishment Water 26 (Colorado River water) 27 passing through Whittier 28 Narrows	11,870
29 7. One-half of Raymond Basin 30 sewage discharged in 31 Upper Area	1,730
32 8. Usable Surface Flow (5 minus 6 minus 7)	51,620

TABLE  
OF US  
SURFACE

(1) Water Year	(2) Hondo -64	(3) Rio Hondo Byps P-1	(4) Rio Hondo Byps P-2	(5) Fly reservoir Capacity	(6) Abriol at Hondo Water	(7) Monte Cristo P	(8) Gabi P P-26	(9) Rio P-26	(10) Monte Cristo P-26	(11) Area-Fee Pay amt	(12) Low	(13) Flow at low	(14) Flow at low	(15) Flow at low	(16) Flow at low	
																(17) Flow at low
1914-31	9,230			390	2,410	170	4.1	4.1	10,700			52,120				
31	0,700			70	6,140	720	1.1	1.1	5,970			41,640				
31	0,900			260	7,750	750	21.6	21.6	47,870			64,050				
31	9,330			810	9,120	660	40.6	40.6	132,190			103,610				
31	8,550			200	8,560	560	2.1	2.1	12,080			74,460				
1939-41	7,660			110	9,510	490	1.5	1.5	6,750			67,630				
41	0,650			1,070	2,440	380	75.7	75.7	169,640			97,330				
41	8,810			80	3,770	400	13.2	13.2	20,300			72,060				
41	9,470			180	2,670	700	186.4	186.4	228,330			73,950				
41	1,390			220	1,420	880	79.5	79.5	106,750			37,520				
1944-41	2,300			70	7,130	520	16.1	16.1	34,570			73,720				
41	3,140			70	1,540	440	16.4	16.4	27,760			83,550				
41	8,410			110	6,790	540	27.8	27.8	43,680			27,210				
41	5,370			20	0,970	030	3.5	3.5	3,510			36,430				
41	1,100			40	3,590	370	1.4	1.4	1,490			34,740				
1949-51	2,280			110	1,780	950			2,840			1,600				
51	7,880			0	8,420	000			780			-110				
51	4,570			530	6,400	990	24.2	24.2	50,290			6,560				
51	6,120			50	2,350	730	3.7	3.7	4,430			3,000				
51	3,390			100	4,130	430			14,550			40,970				
1954-51	1,350			70	4,630	840	1.6	1.6	9,000			7,790				
51	6,180			150	6,930	560	10.5	10.5	24,980			39,770				
51	6,840			50	2,320	350	1.3	1.3	4,930			96,440				
51	9,320			640	1,320	140	23.5	23.5	54,220			78,170				
1958-51	9,800			10	9,780	520	3.1	3.1	7,030			77,720				
TOTAL	6,860			4,980	8,040	060	586.6	586.6	124,978			30,500				
Average	3,870			200	1,120	560	23.4	23.4	45,008			65,220				

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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.

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TABLE 2  
SUBSURFACE FLOW  
DURING BASE PERIOD

<u>Water Year</u>	<u>Acre-Feet</u>
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	<u>27,800</u>
TOTAL	709,900
Average	28,400

1 C. Export to Lower Area

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

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

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

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TABLE 3  
EXPORT TO LOWER AREA  
DURING BASE PERIOD

<u>Water Year</u>	<u>Acre-Feet</u>
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

1 D. Derivation of Lower Area Average Annual Entitlement

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

4  
5 TABLE 4

6 LOWER AREA AVERAGE ANNUAL ENTITLEMENT

7 (In acre-feet for base period)

8

9 Usable Surface Flow (Table 1)	51,620
10 Subsurface Flow (Table 2)	28,400
11 Export to Lower Area (Table 3)	<u>23,395</u>
12 Sub-total	103,415
13 Stipulated deduction	<u>5,000</u>
14 Lower Area average annual entitlement	98,415

15

16 II. DETERMINATION OF FUTURE LOWER AREA ANNUAL ENTITLEMENT

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

28 The arithmetic average of the annual rainfall  
29 recorded at the four precipitation stations listed below shall  
30 constitute the rainfall for San Gabriel Valley for the  
31 respective Water Year.  
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<u>Station No.</u>	<u>Location</u>
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

<u>Water Year</u>	<u>Rainfall, Inches</u>
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

1 (3) Read horizontally to the vertical column  
2 representing the appropriate tenth of  
3 an inch of rainfall to obtain the  
4 quantity of Lower Area Annual Entitlement  
5 in acre-feet.  
6

7 III. FUTURE MEASUREMENTS

8 It will be necessary to maintain records of measurement  
9 of stream flow, flow in pipelines, rainfall and depth to ground  
10 water at a number of locations. The purpose of this Part III is  
11 to locate and identify those measurement stations and to specify  
12 the manner in which the measurements are to be used in the future  
13 operation of the Judgment. The line through Whittier Narrows  
14 shown on Exhibit A as "narrowest section" is the line at which  
15 accounting shall be made of the water to be received in the  
16 future by Lower Area Parties. The Watermaster shall, insofar as  
17 practicable, utilize measurement data available from existing  
18 sources. When such data are not available the Watermaster may  
19 make such measurements as may be necessary or reasonably required  
20 for the purposes of this Judgment. The Watermaster is hereby  
21 authorized to re-establish, rebuild or replace measuring  
22 stations whenever necessary for the operation of this Judgment.  
23

24 A. Surface Water Measurements and Calculations.

25 There may be several categories of water flowing on  
26 the surface through Whittier Narrows. Among them may be local  
27 stream flow, Lower Area Replenishment Water, Reclaimed Water  
28 and Make-up Water. The Watermaster shall have the responsibility  
29 of determining the quantities of each category of water flowing  
30 through Whittier Narrows in the future.  
31

32 The approximate locations of stream measuring stations  
in and near Whittier Narrows are shown on Exhibit A. The surface

- 1 water measurements and calculations shall include the following:
- 2
- 3 1. Measurements of Surface Flow.
- 4 a. Rio Hondo above Mission Bridge,
- 5 Station F64-R.
- 6 b. Mission Creek at San Gabriel
- 7 Boulevard, Station F83-R.
- 8 c. Rio Hondo By-pass Channel,
- 9 Station F313-R.
- 10 d. Whittier Narrows Flood Channel,
- 11 Station E337-R.
- 12 e. Calculation of Sycamore Canyon runoff
- 13 based on annual rainfall to nearest
- 14 inch at Station 170-C as shown on
- 15 Table 6.
- 16 f. San Gabriel River near Parkway Bridge.
- 17 This is to be a new station to replace
- 18 the existing station on San Gabriel
- 19 River at Beverly Boulevard, Station
- 20 F263B-R.
- 21 g. The portion of Reclaimed Water from
- 22 Whittier Narrows Reclamation Plant
- 23 diverted to Rio Hondo.
- 24 2. Measurement of local storm inflow to the channel
- 25 of each of the Rio Hondo and San Gabriel River
- 26 within Montebello Forebay.
- 27 a. Montebello storm drain, Station F181-R.
- 28 b. Calculation of unmeasured local storm
- 29 inflow.
- 30 3. Measurements of diversions to spreading grounds ~~in~~
- 31 Montebello Forebay.
- 32 4. Measurement of surface outflow from Montebello
- Forebay in the channel of each of Rio Hondo and

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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.

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TABLE 6

RAINFALL - RUNOFF RELATIONSHIP OF SYCAMORE CANYON\*

<u>Annual rainfall, in inches at Precipitation Station No. 170-C</u>	<u>Estimated runoff in acre-feet</u>
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

1 at the location shown on Exhibit A as "narrowest section".

2 Darcy's Law states that  $Q = PIA$ , in which

3  $Q =$  Subsurface Flow

4  $P =$  Permeability, in gallons per day per  
5 square foot under unit hydraulic gradient

6  $I =$  Slope of water table

7  $A =$  Cross-sectional area

8 Under this Judgment calculations shall be made by the  
9 Watermaster for the spring and fall of each year and because of  
10 slight variations due to the nature of the data available,  
11 Subsurface Flow for any one year will be equal to the tri-annual  
12 average of the quantities calculated for the three years ending  
13 with the year of calculation. In this manner, annual Subsurface  
14 Flow shall be based on the average of six calculations, the  
15 first of which shall be the spring of 1962.

16 The elevation of the ground surface at the "narrowest  
17 section" of Whittier Narrows is deemed to be 208 feet above  
18 sea level, and the width of the section is deemed to be 7,900  
19 feet. Water levels fluctuate at Whittier Narrows and the  
20 cross-sectional area of the ground water at Whittier Narrows  
21 will vary with fluctuations in ground water elevation.

22 It should be noted that  $T = PD$ , where  $T =$   
23 transmissibility in gallons per day per foot of width under  
24 unit hydraulic gradient and  $D =$  saturated depth in feet.  
25 Therefore  $PA = TW$  and  $Q = PAI = TWI$ . The product  $TW$  (or  $PA$ )  
26 for the entire cross-sectional area was determined to be  
27  $4,739.5 \times 1,000,000$  gallons per day, or 7,333.6 cfs. The  
28 actual slope of the water table,  $I$ , would then be applied to  
29 the calculated quantity of  $TW$  (or  $PA$ ).

30 The average permeability of the material to a depth  
31 of 100 feet below the ground surface has been determined to  
32 be equal to 2,000 gallons per day per square foot, which is

1 equal to .003095 cubic feet per second per square foot. This  
2 represents the average permeability in the zone of water level  
3 fluctuation.

4 In order to correct for the unsaturated depth, the  
5 equation  $Q = TWI$  is modified to  $Q = (TW - C)I$  where

6  $C = P_1 W d,$

7  $C$  = The flow which would occur in the unsaturated  
8 section if it were saturated, in cubic feet  
9 per second under unit hydraulic gradient.

10  $P_1$  = Average permeability for a distance of 100  
11 feet below the ground surface.

12  $W$  = The cross-sectional width, or 7,900 feet.

13  $d$  = The distance from the water surface to the  
14 top of the ground, or 208 feet minus ground  
15 water elevation.

16 Utilizing the values of permeability shown above, then

17  $C = 24.45 d$ , in cubic feet per second, for values  
18 of " $d$ " to a depth of 100 feet below the  
19 ground surface.

20 The "effective transmissibility" is equal to the total  
21 transmissibility times the width at the narrowest section minus  
22  $C$ , or,

23  $TW_e = TW - C$

24  $TW_e = 7,334 - C$ , in cubic feet per second.

25 Subsurface Flow is equal to the effective transmissi-  
26 bility times the average slope of the water table. The formula  
27 derived from the foregoing, may be stated as follows:

28  $Q = 724 I [7,334 - 24.45 (208 - E)]$

29 Where:  $Q$  = Subsurface Flow in acre-feet per year,

30  $I$  = Average adjusted slope of ground water  
31 surface at narrowest section, and

32  $E$  = Ground water elevation of the water  
33 surface in feet above sea level at the  
34 narrowest cross-section.

35 The detailed steps to be carried out by the Watermaster  
36 are as follows:

- 1 (1) Ground water level contour maps in the vicinity of Whittier  
2 Narrows are drawn on the basis of water level measurements.
- 3 (2) A line representing the narrowest cross-section is drawn on  
4 the ground water contour maps.
- 5 (3) This line is subdivided into four equal lengths.
- 6 (4) The average slope of the water table at each of the three  
7 points within the narrowest section is determined along a line  
8 perpendicular to the ground water contours in the manner hereto-  
9 fore used by the State of California, Department of Water  
10 Resources.
- 11 (5) Adjustment is made to the ground water slope at each of the  
12 three points so that it is perpendicular to the narrowest section  
13 by:
- 14 (a) measuring the angle, in degrees, between the  
15 line representing the narrowest cross-section and  
16 the tangent to the flow line at the narrowest  
17 cross-section,
- 18 (b) applying the sine of that angle to the previously  
19 determined slope to determine the adjusted slope, and  
20 (c) obtaining an average of the three adjusted slopes  
21 to represent the average slope through the narrowest  
22 cross-section.
- 23 (6) The elevation of the water surface at the narrowest cross-  
24 section is determined by interpolating between the ground water  
25 contours.
- 26 (7) The distance to the ground water surface is computed from  
27 the top of the ground by the formula:  $d = 208 - E$ , where E  
28 represents the average water level elevation of the narrowest  
29 cross-section, in feet.
- 30 (8) The correction factors for the transmissibility for the  
31 area from the top of ground to the water surface is computed by  
32 the formula  $C = 24.45 d$ , in cubic feet per second.

1 (9) The effective transmissibility is computed by the formula  
2  $T_w = 7,334 - C$ , in cubic feet per second.

3 (10) Subsurface Flow is computed by multiplying the effective  
4 transmissibility by the average adjusted slope.

5 (11) The computed Subsurface Flow, in cubic feet per second,  
6 is converted to acre-feet per year by multiplying it by 724.

7 The selected wells within the vicinity of Whittier  
8 Narrows which have been used for drawing the ground water  
9 contours are as follows:

	<u>Location No.</u>	<u>State No.</u>
11	2927B	2S 11W 06M01S
12	2927D	06K01S
	2928	07B01S
13	2936	06A01S
	2936A	1S 11W 31J03S
14	2938A	2S 11W 07H1S
	2938D	05N05S
15	2939	08N01S
	2939B	18B01S
16	2939G	07R01S
	2947C	-
17	2947F	05L01S
	2947N	05P01S
18	2948	05N04S
	2948E	08B02S
19	2948F	08L03S
	2957H	-

20 The Watermaster shall obtain measurements of ground  
21 water elevations in the spring and fall of each year when they  
22 are at their approximate high and low levels, respectively.  
23 Such measurements may be made at, but need not be limited to,  
24 all of the above listed wells.

25  
26  
27 C. Export to Lower Area

28 If present measuring devices on existing conduits are  
29 inadequate, the Watermaster shall install or cause to be  
30 installed adequate measuring devices to determine the amount of  
31 Export to Lower Area.  
32

1 IV. ACCOUNTING

2 Utilizing the appropriate measurements described in  
3 the previous portion of this Exhibit B, the Watermaster shall  
4 maintain accounts for the determination of Lower Area Annual  
5 Entitlement, the annual amount of Usable Water, Make-up Water  
6 to be delivered, Make-up Water received, the annual total amount  
7 of Usable Water and Make-up Water, the accumulated Lower Area  
8 Annual Entitlements, the accumulated amounts of Usable Water and  
9 Make-up Water received subsequent to September 30, 1963, Accrued  
10 Debit of Upper Area or Accrued Credit of Upper Area, and records  
11 necessary for accomplishing the Long-term Accounting.

12 In maintaining the accounting records listed above,  
13 the Watermaster shall establish the necessary accounting  
14 procedures to accomplish the recordation of data and required  
15 calculations for accomplishment of the provisions set forth in  
16 paragraph 5 of the Judgment.

17  
18 A. Components of Usable Water

19 1. Surface Flow. Surface Flow shall be measured as  
20 set forth in Part III.A. of this exhibit to include all water  
21 other than Export to Lower Area and Subsurface Flow which passes  
22 from Upper Area to Lower Area through Whittier Narrows. When  
23 the new station to be constructed on the San Gabriel River near  
24 Parkway Bridge is completed, it shall replace the gaging station  
25 on the San Gabriel River at Beverly Boulevard, Station F263B-R.  
26 Until such new station is in operation, Surface Flow as  
27 measured at Station F263B-R shall be increased by the amount  
28 of Surface Flow which has percolated or been diverted between  
29 Station F263B-R and the point of maximum rising water. The  
30 Watermaster shall determine the quantity so percolated or  
31 diverted based upon available measurements by the Los Angeles  
32 County Flood Control District.

1                   2. Subsurface Flow. Subsurface Flow shall be  
2 calculated in accordance with the procedures heretofore set  
3 forth.

4                   3. Export to Lower Area. The Watermaster shall  
5 reduce to acre-feet the meter readings on each of the conduits  
6 transporting through Whittier Narrows water diverted from surface  
7 streams in Upper Area or pumped or developed from underground  
8 sources in Upper Area. These quantities shall be used to  
9 determine Export to Lower Area except that after September 30,  
10 1966, Export to Lower Area used for determination of Usable  
11 Water shall not exceed 23,395 acre-feet per year. (Paragraph  
12 3(1) of this Judgment.)  
13

14 B. Calculation of Usable Water

15                   After determining the amounts of Surface Flow, Sub-  
16 surface Flow and Export to Lower Area during a Water Year, as  
17 provided above, the Watermaster, in order to determine the extent  
18 to which such water constitutes the receipt of Usable Water by  
19 Lower Area during such Water Year, shall deduct from the total  
20 of such amounts, the following:

21                   1. Lower Area Replenishment Water. An amount equal  
22 to the total quantity of Lower Area Replenishment Water released  
23 in Upper Area in each Water Year subsequent to September 30,  
24 1963, less such amount, if any, as the Watermaster determines  
25 to be lost due to evaporation or transpiration prior to the  
26 receipt of such water in Lower Area;

27                   2. Reclaimed Water. An amount equal to the total  
28 quantity of Reclaimed Water which is reclaimed by or on behalf  
29 of Lower Area Parties;

30                   3. Make-up Water. An amount equal to the quantity of  
31 Make-up Water delivered to Lower Area during such Water Year,  
32 calculated as hereafter provided, to the extent included in

1 Surface Flow or Export to Lower Area;

2 4. Paragraph 3(1)(6) Water. An amount equal to the  
3 quantity of any water which falls within the scope of paragraph  
4 3(1)(6) of the Judgment; and

5 5. Unusable Surface Flow. An amount equal to the  
6 quantity of Unusable Surface Flow, which is determined by  
7 deducting from the total outflow as measured at Stations F45B-R  
8 and F262-R: (1) Local Storm Outflow and (2) the portion of  
9 Surface Flow which has been caused to pass said stations by  
10 reason of any spreading of water in Montebello Forebay by or on  
11 behalf of Lower Area Parties.

12 Local Storm Outflow is a portion of local storm inflow  
13 originating in Montebello Forebay upstream from said measuring  
14 stations, the amount of which outflow is to be determined as  
15 hereinafter provided. When actual measurements of local storm  
16 inflow are not available, the amount thereof discharging to the  
17 channels of Rio Hondo or San Gabriel River within Montebello  
18 Forebay upstream from stations F45B-R and F262-R shall be  
19 estimated by correlation with the local storm inflow measured  
20 at Montebello Storm Drain, Station F181-R. Such quantities shall  
21 be estimated on the basis of the individual drainage areas of  
22 storm drain projects and the runoff per unit area determined  
23 from the Montebello Storm Drain, Station F181-R, during the  
24 particular time interval under consideration. When water is  
25 flowing out of Montebello Forebay on the surface in the Rio Hondo  
26 or San Gabriel River channels, the Watermaster shall determine  
27 Local Storm Outflow as follows:

28 a. Local Storm Outflow from Rio Hondo. When outflow  
29 occurs at Station F45B-R, all local storm inflow, both measured  
30 and estimated, which enters the Rio Hondo channel between that  
31 station and Upper Area shall constitute Local Storm Outflow from  
32 Rio Hondo, but the amount thereof shall not exceed the amount of

1 outflow at Station F45B-R for such periods.

2 b. Local Storm Outflow from San Gabriel River. At  
3 such times as local storm inflow does not join Surface Flow in  
4 San Gabriel River, the portion of such local storm inflow passing  
5 Station F262-R shall constitute Local Storm Outflow. In addition,  
6 at such times as Surface Flow in the San Gabriel River commingles  
7 with the local storm inflow, then the Watermaster shall determine  
8 Local Storm Outflow as follows:

9 (1) Calculate the total amount of local  
10 storm inflow to the San Gabriel River during  
11 such times, but such amount to be used in the  
12 determination of Local Storm Outflow shall not  
13 exceed the amount of San Gabriel River outflow  
14 passing Station F262-R during such periods.

15 (2) Calculate the Local Storm Outflow  
16 passing Station F262-R during such times, which  
17 calculation shall be based on the Surface Flow  
18 and local storm inflow to the San Gabriel River  
19 channel, giving appropriate weight to the  
20 quantities involved and the distance the  
21 respective quantities of water traverse  
22 Montebello Forebay in said channel.

23 (3) These two calculations shall then be  
24 averaged arithmetically and the resulting amount  
25 shall be Local Storm Outflow from San Gabriel  
26 River.

27  
28 C. Determination and Delivery of Make-up Water

29 1. By Additions to Surface Flow (paragraph 5(i)(1) of  
30 Judgment). The determination of the amount of Make-up Water  
31 which is delivered to Lower Area as an addition to Surface Flow  
32 shall be based upon (a) measurements of Make-up Water at the

1 delivery outlet of such water upstream from Whittier Narrows,  
2 (b) measurements of water consisting in whole or in part of  
3 Make-up Water passing the applicable stations listed in Part  
4 III.A.1. of this Exhibit B, and (c) such deductions from the  
5 measurements of Make-up Water at said stations so listed as are  
6 necessary to take into account (i) the amount of any water other  
7 than Make-up Water included in the measurements at said stations  
8 so listed, (ii) any losses due to evaporation or transpiration  
9 of Make-up Water after such measurement and prior to its receipt  
10 in Lower Area, and (iii) any percolation of Make-up Water after  
11 such measurement and prior to the time it reaches the "narrowest  
12 section" in Whittier Narrows.

13 As changing conditions may require, the Watermaster  
14 shall change the points of measurement of Make-up Water in order  
15 to obtain those measurements necessary to determine the amount  
16 of Make-up Water delivered to Lower Area Parties by means of  
17 increasing Surface Flow.

18 2. By Payment for Reclaimed Water (paragraph 5(i)(2)  
19 of the Judgment). The Watermaster shall determine (a) the  
20 quantity of Reclaimed Water reclaimed at the Whittier Narrows  
21 Water Reclamation Plant as it existed October 1, 1963, and which  
22 when so reclaimed shall have been passed through Whittier  
23 Narrows, and (b) the quantity, if any, of Reclaimed Water  
24 reclaimed at any future additions to said plant after September  
25 30, 1963, and which when so reclaimed shall have been passed  
26 through Whittier Narrows. Such quantities shall be ascertained  
27 from the records of Los Angeles County Flood Control District.

28 Upon being advised that a payment has been made by  
29 Upper District or Defendants to Central Municipal pursuant to  
30 the provisions of paragraph 5(i)(2) of the Judgment, the  
31 Watermaster shall credit Upper Area Parties with the delivery of  
32 Make-up Water computed according to said paragraph of the

1 Judgment.

2 3. By Deliveries to a Lower Area Party (paragraph  
3 5(i)(3) of the Judgment). Any Make-up Water delivered directly  
4 to a Lower Area Party with the consent of Plaintiffs shall be  
5 metered and the meter records reduced to acre-feet per year.  
6 Upon being advised that a Lower Area Party has received a direct  
7 delivery of Make-up Water pursuant to the provisions of paragraph  
8 5(i)(3) of the Judgment, the Watermaster shall credit Upper Area  
9 Parties with delivery of such Make-up Water in the Water Year in  
10 which it was so delivered.

11  
12 D. Long-term Accounting

13 The Watermaster shall maintain a record of the annual  
14 rainfall in the San Gabriel Valley, including a running average  
15 of such rainfall, so that the Watermaster will be informed when  
16 a Long-term Accounting shall be carried out as specified in  
17 paragraph 5(h) of the Judgment, and shall thereafter perform  
18 the necessary calculations for accomplishment of the adjust-  
19 ment, if any, between the aggregate amount of water received  
20 compared to the aggregate entitlement for the period.

21  
22 E. Water Usable for Ground Water Replenishment

23 With respect to any delivery of Make-up Water the  
24 Watermaster shall determine the suitability of such water for  
25 ground water replenishment. The Watermaster shall gather,  
26 insofar as readily available from public and private agencies,  
27 data relating to the quality of all categories of water,  
28 Surface Flow, Subsurface Flow, Export to Lower Area, Reclaimed  
29 Water, Lower Area Replenishment Water and Make-up Water.  
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REIMBURSEMENT CONTRACT

LONG BEACH v. SAN GABRIEL

d.

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REIMBURSEMENT CONTRACT

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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.

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.

(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.

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:

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(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.

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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.

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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: \_\_\_\_\_.

\_\_\_\_\_

(SEAL)

By \_\_\_\_\_

By \_\_\_\_\_

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