

1 and assumption provided for in the third
2 preceding sentence with respect to each
3 voluntary transfer, then upon application to
4 this Court and after notice and hearing such
5 Defendant shall thereupon be relieved and
6 discharged from all further obligations here-
7 under. Any such discharge of any Defendant
8 hereunder shall not impair the aggregate rights
9 of Lower Area Parties or the responsibility
10 hereunder of the remaining Defendants or any
11 of the successors.

12 WATERMASTER PROVISIONS

13 WATERMASTER
14 APPOINTMENT

15 6. A Watermaster comprised of three persons to be
16 nominated as hereinafter provided shall be appointed
17 by and serve at the pleasure of and until further
18 order of this Court. One shall be a representative
19 of Upper Area Parties nominated by and through
20 Upper District, one shall be a representative of
21 Lower Area Parties nominated by and through
22 Central Municipal, and one shall be jointly
23 nominated by Upper District and Central Municipal.
24 If a dispute arises in choosing the joint appointee,
25 the Court shall make the appointment. If Central
26 Municipal or Upper District shall at any time or
27 times nominate a substitute appointee in place
28 of the appointee last appointed to represent
29 Lower Area Parties, in the case of Central
30 Municipal, or to represent Upper Area Parties,
31 in the case of Upper District, or if Central
32 Municipal and Upper District shall at any time
or times jointly nominate a substitute appointee
in place of the joint appointee last appointed,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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

POWERS
AND
DUTIES

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

- (a) the amount of Surface Flow,
- (b) the amount of Subsurface Flow,
- (c) the amount of Export to Lower Area,
- (d) the amount of water which passed as Surface Flow or Subsurface Flow across the boundary between Upper Area and Lower Area through Whittier Narrows and which was imported by or on behalf of Lower Area Parties from outside of the watershed of the San Gabriel River System above Whittier Narrows,
- (e) the amount and quality of Reclaimed Water reclaimed by or on behalf of Lower Area,
- (f) the total amount of Make-up Water delivered to Lower Area, together with the respective amounts delivered by each method specified in paragraph 5 of this Judgment,
- (g) the amount of Usable Water received by Lower Area,
- (h) the amount of local storm inflow, originating in Lower Area, to the channel of

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

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

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

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

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

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

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

22 DETERMINATIONS
23 TO BE BASED ON
24 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.

26 REPORTS
27 MEASUREMENTS
28 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.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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

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

OBJECTIONS

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

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
17 make a change in the method of making any measure-
18 ment required under the terms of this Judgment,
19 the Watermaster shall notify all parties of such
20 proposed change, and if within sixty (60) days of
21 such notification no party shall file written
22 objections to such change with the Watermaster,
23 the Watermaster may put such proposed change into
24 effect. If, however, any party files its written
25 objection to the proposed change, it shall by
26 notice of motion filed not later than fifteen
27 (15) days after the expiration of said 60-day
28 period and served on the Watermaster and all parties
29 bring its objection on for hearing before the Court
30 at such time as the Court may direct, and the
31 Court shall rule on whether the Watermaster may
32 make such proposed change.

1 BUDGET

2 12. In addition to the above-specified adminis-
3 trative powers and duties, the Watermaster shall
4 prepare a tentative budget for each Water Year,
5 stating the estimated expense for discharging the
6 duties of the Watermaster set forth in this
7 Judgment. The Watermaster shall mail a copy of
8 the tentative budget to each of the parties at
9 the same time at least sixty (60) days before the
10 beginning of each Water Year. However, with
11 respect to the first Water Year following the
12 entry of this Judgment, the tentative budget
13 shall be mailed not later than one hundred and
14 twenty (120) days from the entry of this Judgment.
15 If any party has an objection to a tentative
16 budget, or any suggestions with respect thereto,
17 that party shall present the same in writing to
18 the Watermaster within fifteen (15) days after
19 service of the tentative budget upon it. If no
20 objections are received, the tentative budget
21 shall become the final budget. If objections to
22 the tentative budget are received, the Watermaster
23 shall, within fifteen (15) days after the expira-
24 tion of the time for presenting objections,
25 consider all such objections, prepare a final
26 budget, and mail a copy thereof to each party,
27 together with a statement of the amount assessed,
28 if any, to each party, computed as provided in
29 paragraph 13. If the Watermaster denies any
30 objection in whole or in part, the party whose
31 objection was so denied may, within fifteen (15)
32 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

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

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

1 statement. Payment required of any party here-
2 under may be enforced by execution issued out of
3 this Court, or as may be provided by order here-
4 inafter made by this Court. All such payments
5 and penalties received by the Watermaster shall
6 be expended by him for the administration of this
7 Judgment. Any money remaining at the end of any
8 Water Year shall be available for use in the
9 following Water Year.

10 SUCCESSOR
11 OF UPPER
12 DISTRICT

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

24 CONTINUING
25 JURISDICTION
26 OF THE COURT

27 15. Full jurisdiction, power and authority is
28 retained and reserved by the Court for the purpose
29 of enabling the Court upon application of any
30 party by motion and upon at least thirty (30)
31 days notice thereof, and after hearing thereon
32 (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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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

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

4 NOTICES

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

EFFECTIVE
DATE

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

COSTS

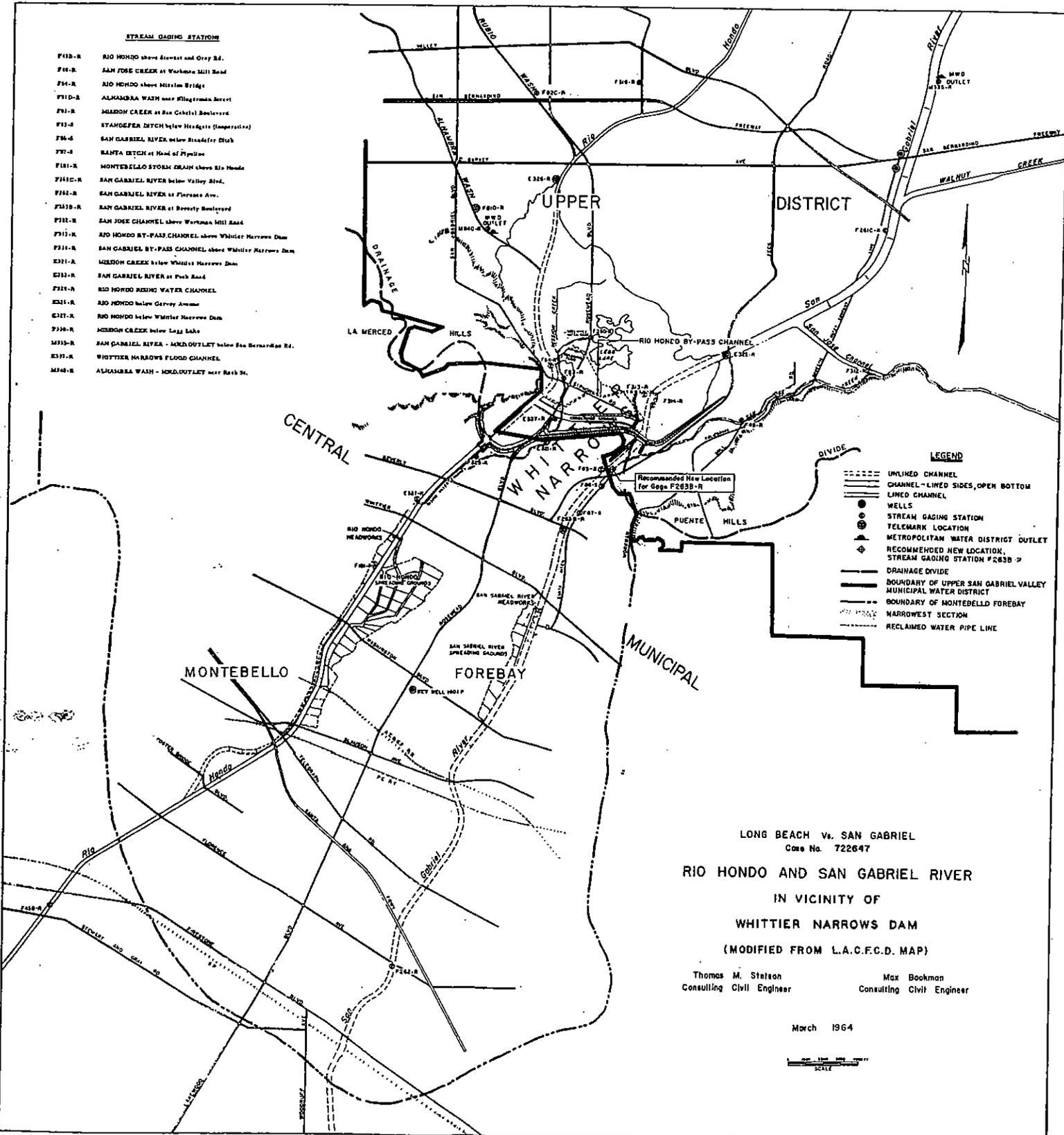
19. None of the parties shall recover any costs from any other party.

Dated: _____, 1964.

Judge

STREAM GAGING STATIONS

- F113-R RIO HONDO above Stewart and Gray Sts.
- F14-R SAN JOSE CREEK at Workman Mill Road
- F14-R RIO HONDO above Mission Bridge
- F110-R ALHAMBRA WASH near Alhambra Street
- F11-R MILDON CREEK at San Gabriel Boulevard
- F13-R STANDEFER DITCH below Headgate (Imperative)
- F86-R SAN GABRIEL RIVER below Headgate Ditch
- F71-R SANTA DITCH at Head of Pipeline
- F181-R MONTEBELLO STORM DRAIN above Rio Hondo
- F112-R SAN GABRIEL RIVER below Valley Blvd.
- F142-R SAN GABRIEL RIVER at Florence Ave.
- F113-R SAN GABRIEL RIVER at Beverly Boulevard
- F112-R SAN JOSE CHANNEL above Workman Mill Road
- F113-R RIO HONDO BY-PASS CHANNEL above Whittier Narrows Dam
- F113-R SAN GABRIEL BY-PASS CHANNEL above Whittier Narrows Dam
- E371-R MILDON CREEK below Whittier Narrows Dam
- E312-R SAN GABRIEL RIVER at Park Road
- F212-R RIO HONDO RISING WATER CHANNEL
- E311-R RIO HONDO below Garvey Avenue
- E317-R RIO HONDO below Whittier Narrows Dam
- F214-R MILDON CREEK below Egg Lake
- M315-R SAN GABRIEL RIVER - MAIN OUTLET below San Bernardino Rd.
- E371-R WHITTIER NARROWS FLOOD CHANNEL
- M348-R ALHAMBRA WASH - MWD OUTLET near Park St.



- LEGEND**
- UNLINKED CHANNEL
 - CHANNEL-LINED SIDES, OPEN BOTTOM
 - LINED CHANNEL
 - WELLS
 - STREAM GAGING STATION
 - TELEMARK LOCATION
 - METROPOLITAN WATER DISTRICT OUTLET
 - RECOMMENDED NEW LOCATION, STREAM GAGING STATION #263B-R
 - DRAINAGE DIVIDE
 - BOUNDARY OF UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
 - BOUNDARY OF MONTEBELLO FOREBAY
 - NARROWEST SECTION
 - RECLAIMED WATER PIPE LINE

LONG BEACH vs. SAN GABRIEL
 Case No. 722647
RIO HONDO AND SAN GABRIEL RIVER
 IN VICINITY OF
WHITTIER NARROWS DAM
 (MODIFIED FROM L.A.C.F.C.D. MAP)

Thomas M. Stetson
 Consulting Civil Engineer

Max Bookman
 Consulting Civil Engineer

March 1964



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

LONG BEACH v. SAN GABRIEL

ENGINEERING APPENDIX

1 ENGINEERING APPENDIX

2 -----
3 Table of Contents

4

	<u>Page No.</u>
5 Introduction	1
6 I. Derivation of Lower Area	
7 Average Annual Entitlement	1
8 A. Usable Surface Flow	1
9 B. Subsurface Flow	4
10 C. Export to Lower Area	6
11 D. Derivation of Lower Area	
12 Average Annual Entitlement	8
13 II. Determination of Future Lower Area	
14 Annual Entitlement	8
15 III. Future Measurements	10
16 A. Surface Water Measurements	
17 and Calculations	10
18 B. Subsurface Flow	13
19 C. Export to Lower Area	17
20 IV. Accounting	18
21 A. Components of Usable Water	18
22 1. Surface Flow	18
23 2. Subsurface Flow	19
24 3. Export to Lower Area	19
25 B. Calculation of Usable Water	19
26 C. Determination and Delivery of	
27 Make-up Water	21
28 D. Long-term Accounting	23
29 E. Water Usable for Ground Water	
30 Replenishment	23

31 Tables

<u>Table No.</u>	<u>Title</u>	<u>Page No.</u>
32 1	Calculation of Usable Surface Flow Received by Lower Area	3
33 2	Subsurface Flow	5
34 3	Export to Lower Area	7
35 4	Lower Area Average Annual Entitlement	8
36 5	Annual Rainfall for San Gabriel Valley	9
37 6	Rainfall-Runoff Relationship of Sycamore Canyon	13

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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 1
CALCULATION OF USABLE SURFACE FLOW
DURING BASE PERIOD
(Acres-Feet)

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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.

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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	<u>23,881</u>
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) 23,395

12

Sub-total 103,415

13

Stipulated deduction 5,000

14

Lower Area average annual entitlement 98,415

15

16

II. DETERMINATION OF FUTURE LOWER AREA ANNUAL ENTITLEMENT

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

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

The arithmetic average of the annual rainfall recorded at the four precipitation stations listed below shall constitute the rainfall for San Gabriel Valley for the respective Water Year.

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

1 water measurements and calculations shall include the following:

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

1 San Gabriel River.

2 a. Rio Hondo above Stewart and Gray
3 Road, Station F45B-R.

4 b. San Gabriel River at Florence
5 Avenue, Station F262-R.

6 5. Measurement of Lower Area Replenishment Water
7 imported to Upper Area from outside the water-
8 shed of the San Gabriel River system.

9 a. Rio Hondo By-pass Channel,
10 Station F313-R.

11 b. San Gabriel By-pass Channel,
12 Station F314-R.

13 c. San Gabriel River MWD Outlet,
14 Station M335-R.

15 d. Alhambra Wash MWD Outlet,
16 Station M340-R.

17 e. Any other measuring point or points
18 in Upper Area at which such replen-
19 ishment water is released.

20 6. Measurement of total Reclaimed Water from Whittier
21 Narrows Reclamation Plant reclaimed by or on
22 behalf of Lower Area Parties.

23 In the event that any of the aforementioned gaging
24 stations are inoperative for any reason and for any period of
25 time the Watermaster shall estimate the quantity that would
26 have been measured at the station had it been operative. The
27 estimate shall be based on correlation to nearby operative
28 measuring stations or on other reasonable engineering methods.
29
30
31
32

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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 x 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

$$6 \quad C = P_1 W d,$$

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

9 $P_1 =$ Average permeability for a distance of 100
10 feet below the ground surface.

11 $W =$ The cross-sectional width, or 7,900 feet.

12 $d =$ The distance from the water surface to the
13 top of the ground, or 208 feet minus ground
water elevation.

14 Utilizing the values of permeability shown above, then

$$15 \quad C = 24.45 d, \text{ in cubic feet per second, for values}$$

16 of "d" to a depth of 100 feet below the
ground surface.

17 The "effective transmissibility" is equal to the total
18 transmissibility times the width at the narrowest section minus
19 C , or,

$$20 \quad Tw_e = TW - C$$

$$21 \quad Tw_e = 7,334 - C, \text{ in cubic feet per second.}$$

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

$$25 \quad Q = 724 I [7,334 - 24.45 (208 - E)]$$

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

27 $I =$ Average adjusted slope of ground water
28 surface at narrowest section, and

29 $E =$ Ground water elevation of the water
30 surface in feet above sea level at the
narrowest cross-section.

31 The detailed steps to be carried out by the Watermaster
32 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:

10	<u>Location No.</u>	<u>State No.</u>
11	2927B	2S 11W 06M01S
12	2927D	06K01S
13	2928	07B01S
14	2936	06A01S
15	2936A	1S 11W 31J03S
16	2938A	2S 11W 07H1S
17	2938D	05N05S
18	2939	08N01S
19	2939B	18B01S
20	2939G	07R01S
21	2947C	-
22	2947F	05L01S
23	2947N	05P01S
24	2948	05N04S
25	2948E	08B02S
26	2948F	08L03S
27	2957H	-

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

33 C. Export to Lower Area

34 If present measuring devices on existing conduits are
35 inadequate, the Watermaster shall install or cause to be
36 installed adequate measuring devices to determine the amount of
37 Export to Lower Area.

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.
30
31
32

REIMBURSEMENT CONTRACT

LONG BEACH v. SAN GABRIEL

d.

REIMBURSEMENT CONTRACT

<u>Contents</u>	<u>Page</u>
RECITALS	1
1. The Action	1
2. Judgment	1
3. Public Interest in Settlement	2
DEFINITIONS	2
1. "Contract Costs"	2
2. "Assessable Pumpage"	3
3. Common Terms With Judgment	3
OPERATIVE PROVISIONS	3
1. Consideration for Execution	3
2. Intervention by Upper District	4
3. Administration	4
4. Covenant to Reimburse	4
5. Allocation of Costs Among Pumpers	5
6. Reports by Pumpers	5
(a) Time and Procedure for Filing	5
(b) Contents of the Report	5
(c) Determination in Lieu of Report	6
7. Notice of Assessment	6
8. Payment--Delinquency and Default	6
9. Redetermination of Assessable Pumpage	7
(a) Notice of Request for Redetermination	7
(b) Availability of Records	8
(c) Investigation and Notice of Hearing	8
(d) Conduct of Hearing and Decision	8
(e) Reallocation of Contract Costs	9
10. Water Rights Unaffected	9
11. Changed Conditions	9
(a) Allocation of Portion of Burden to Taxes	10
(b) Imposition of Pump Tax	10
(c) Adjudication of Rights	10
12. Effective Date	11
13. Validation	11
14. Term	11
15. Notices	12
16. Additional Parties	12
17. Successors and Assigns	14
18. Execution in Counterparts	15

ed.

REIMBURSEMENT CONTRACT

THIS CONTRACT is made by and between UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, herein called "Upper District", and the cities of ALHAMBRA, ARCADIA, AZUSA, COVINA, EL MONTE, GLENDORA, MONTEREY PARK, MONROVIA, SOUTH PASADENA, and WHITTIER; BALDWIN PARK COUNTY WATER DISTRICT, and SAN GABRIEL COUNTY WATER DISTRICT; AZUSA AGRICULTURAL WATER COMPANY, AZUSA VALLEY WATER COMPANY, CALIFORNIA DOMESTIC WATER COMPANY, CALIFORNIA WATER & TELEPHONE COMPANY, COLUMBIA LAND AND WATER COMPANY, COVINA IRRIGATING COMPANY, CROSS WATER COMPANY, DUARTE WATER COMPANY, EAST PASADENA WATER COMPANY, LTD., GLENDORA IRRIGATING COMPANY, SAN DIMAS WATER COMPANY, SAN GABRIEL VALLEY WATER COMPANY, SOUTHERN CALIFORNIA WATER COMPANY, SUBURBAN WATER SYSTEMS, SUNNYSLOPE WATER COMPANY, and VALLECITO WATER COMPANY, corporations, herein collectively called "Pumpers."

ed.

RECITALS

1. The Action. In the matter of Board of Water Commissioners of the City of Long Beach, et al. v. San Gabriel Valley Water Company, et al., (L. A. Superior Court No. 722,647) the water rights of substantially all major water producers in the main San Gabriel Valley are sought to be restricted.

2. Judgment. The parties named above, except City

of Whittier, are concurrently executing a Stipulation that a Judgment substantially in the form annexed hereto shall be rendered and it is anticipated that such Judgment will be rendered in the action.

3. Public Interest in Settlement. It is in the best interests of the Pumpers and in the best interests of the water users and taxpayers within the corporate boundaries of those Pumpers which are public agencies, of the consumers of those Pumpers which are utilities or mutual water companies, and of all residents and taxpayers of Upper District, that said action be settled and disposed of in accordance with the terms of said judgment in order to preserve the water supplies within Upper Area.

DEFINITIONS

1. "Contract Costs" -- All costs hereafter paid by Upper District:

ed. (a) In providing Make-up Water under the terms of the judgment. In computing such cost of providing Make-up Water, any cost which Upper District shall pay which it would have paid even though it had not provided Make-up Water shall be excluded; and particularly but not exclusively, no amount which shall be paid to The Metropolitan Water District of Southern California as a condition to any past or future annexation shall be

deemed a cost of providing Make-up Water. Such costs may include interest paid by Upper District upon money borrowed for advancements made by it or interest which would have been received by the District, but which it lost by reason of making such advancements.

(b) In complying with the terms of said judgment.

(c) In keeping the records, making the determinations and collecting the moneys required by the later provisions of this contract.

2. "Assessable Pumpage" -- The amount of ground water produced in the applicable calendar year by or on behalf of any Pumper by pumping or extraction thereof from the Upper Area, including ground water produced under rights hereafter acquired from any source.

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 ed. 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.

ed.

8. Payment--Delinquency and Default. All assessments herein provided for shall be due and payable on the following July 31. In the event of nonpayment of any assessment, Upper District may bring an action and shall have the right to recover such assessment, together with interest thereon at the rate of 7% per annum from the date of delinquency and costs of suit, including any reasonable attorneys' fees incurred.

If, after due diligence, Upper District is unable to collect a Pumper's allocated cost, such uncollectible amount (including interest, costs and attorneys' fees) shall be prorated among and paid by the other Pumpers in the same proportions as they paid assessments for the year or years in question. Said proration shall be billed and payable with the next succeeding assessment.

9. Redetermination of Assessable Pumpage. Any Pumper may at any time within 90 days after receipt of any Notice of Assessment request a redetermination of the Assessable Pumpage of such Pumper or of any other Pumper or Pumpers reflected in such notice. Such request shall be addressed in writing to Upper District and shall set forth the basis of the requesting Pumper's belief that such data are incorrect. Upon the receipt of any request, the following procedures shall be undertaken by Upper District:

ed.

(a) Notice of Request for Redetermination.

Upper District shall forthwith notify in writing any Pumper whose Assessable Pumpage has been questioned, of the fact of such request and the name of the requesting Pumper. Notice shall further be sent to all Pumpers that procedures will be undertaken pursuant to this paragraph, and shall state briefly the issues to be determined.

(b) Availability of Records. Subsequent to such notice, the records of the Pumper whose Assessable Pumpage is subject to a request for redetermination shall be made available at reasonable hours and upon reasonable demand to Upper District, insofar as such records are relevant to a determination of the Assessable Pumpage of the Pumper during the period involved.

(c) Investigation and Notice of Hearing. Upper District shall conduct an investigation and shall by written decision served on all Pumpers redetermine or affirm such Assessable Pumpage. Upper District may at its option set a date for hearing. In such event, at least ten days' notice in writing of said hearing date shall be given to all Pumpers.

ed.

(d) Conduct of Hearing and Decision. If hearing be held, Upper District shall not be bound therein by strict rules of evidence, but may rely on any evidence which it deems of probative value. Any Pumper may present evidence and arguments thereat. The written decision of Upper District, with or without such hearing, shall be served on all Pumpers and shall be conclusive for purposes of this contract, unless said issue is submitted

to a court of competent jurisdiction within 90 days from notice of such decision.

(e) Reallocation of Contract Costs. If Assessable Pumpage is modified by any such decision, Contract Costs shall be reallocated in accordance therewith. Said reallocation shall be billed and payable with the next succeeding assessment.

10. Water Rights Unaffected. This contract relates solely to the equitable allocation of Contract Costs and does not involve or constitute an admission or agreement as to the water rights of any Pumpers. Execution of this contract shall not prevent any party hereto from bringing or maintaining any action or proceeding to determine rights to pump, extract or store water, or to limit or curtail any pumping, extraction or storage of water in or from Upper Area or elsewhere, except as limited by Paragraphs 1 and 16 of the Operative Provisions hereof.

ed.

11. Changed Conditions. It is recognized that conditions in Upper Area may hereafter change to such an extent that it may become equitable to modify either the total obligation of Pumpers to Upper District hereunder or the allocation of Contract Costs. While this contract is entered into to assure Upper District of reimbursement of an amount up to its entire Contract Costs, it is not intended hereby, and this contract shall not be deemed, to prevent Upper District

from modifying and reducing such obligation or from applying other relief which may reduce the burden on Pumpers. Without limitation upon the power of Upper District to otherwise reduce the aggregate amount payable under this contract, the following specific instances of changed conditions are contemplated:

(a) Allocation of Portion of Burden to Taxes.

It may at some future date appear equitable and fair to allocate all or a portion of Contract Costs to ad valorem taxes or other revenues of Upper District. In such event, Upper District may, in the discretion of its Board of Directors, allocate all or a portion of Contract Costs to such revenue sources and the remainder, if any, thereof, shall be payable under the terms of this contract.

(b) Imposition of Pump Tax. If Upper District should acquire and exercise the right to levy a tax upon the pumping or extraction of ground water, then the aggregate of such tax shall be credited proportionally amongst Pumpers with respect to Assessable Pumpage within Upper District.

(c) Adjudication of Rights. If all or substantially all of the water rights within Upper Area shall be adjudicated (including the rights of all Pumpers), and its natural and safe yield

determined, then this contract shall be deemed modified to the extent that Assessable Pumpage shall include only that amount of water produced over and above the safe yield portion of adjudicated rights owned by any Pumper; provided that this subparagraph (c) shall not apply to any year in which the aggregate of all Assessable Pumpage as so modified is less than 25,000 acre feet.

12. Effective Date. This contract shall be effective ten (10) days after notice in writing of execution thereof by all parties, which notice shall be given to all Pumpers by Upper District, but shall cease and terminate on July 1, 1966, unless by said date (a) this contract shall have been validated as provided below, and (b) the Judgment shall have been rendered.

ed. 13. Validation. Within four months after this contract becomes effective, a proceeding or proceedings shall be instituted by Upper District in a court of competent jurisdiction by an appropriate action or actions for determination of the validity of this contract.

14. Term. The term of this contract shall commence upon its effective date and continue so long as the Judgment, as entered or as modified, shall remain in effect, subject, however, to the provisions of Paragraph 12 above.

15. Notices. Any notice to be served upon any party hereunder may be served either personally or by mail. If served by mail, such notice shall be mailed in the County of Los Angeles, State of California, by certified mail, postage prepaid, return receipt requested, or by registered mail, and shall be addressed to the party to be served at its address as set forth below, or (in the case of Upper District) at such other address as it may have last specified in writing to the Pumper or Pumpers involved for the service of notices hereunder, or (in the case of a Pumper) at such other address as it may have last specified in writing to Upper District for the service of notices hereunder. Any notice so served by mail shall be deemed to have been served upon the first business day (excluding Saturdays, Sundays and holidays) after such mailing.

ed.

16. Additional Parties. In addition to Pumpers and their successors and assigns referred to in Paragraph 17 below, any other person or entity who or which shall pump or extract water in or from Upper Area (herein referred to as an "additional party"), may become a party to this contract, provided (a) Upper District shall give its written consent thereto, and (b) no Pumper or additional party shall serve upon Upper District its written objection thereto. If Upper District shall give its written consent to execution of this contract by an applying additional party, it shall

then give written notice of such application and consent by Upper District to each Pumper and each additional party, and if within thirty (30) days after such notice no Pumper or additional party shall have served upon Upper District its written objection to execution of this contract by the applying additional party, such additional party's application shall be deemed to have been accepted and it may become a party to this contract by delivery to Upper District of a duly executed instrument in writing stating that such person or entity joins in and becomes a party to this contract.

Any additional party so joining shall become bound by all obligations of this contract, becoming due or which should be performed within the terms of this contract on and after the ensuing January 1. Such obligations include the duty to make the report of extractions during the preceding calendar year (i.e., the year in which the contract is executed) required by Paragraph 6, and to make the payment based upon such extractions as required by Paragraph 5, provided, however, that such additional party shall have no liability under Paragraph 8 with respect to any nonpayments of an assessment based upon extractions by a Pumper or other additional party prior to the year in which such additional party joins in this contract.

As to each Pumper who executes this contract after it becomes effective, Upper District agrees that for a

period of 90 days after giving its said written consent, it will bring no action against such additional party to limit or define its rights to pump water in or from Upper Area. Further, if more than one such Pumper shall become a party to this agreement at the same time as any other pumper, each will execute and shall be deemed to have executed this contract and to have joined therein in consideration of the joinder in this contract by the other or others concurrently joining in this contract.

Any such additional party shall be deemed a Pumper for all purposes of this agreement.

17. Successors and Assigns. This contract shall inure to the benefit of and bind the successors in ownership of the water rights of the parties. If any Pumper shall sell or transfer or agree to sell or transfer its water rights in Upper Area or any part of such water rights, such Pumper shall require as a condition of any such sale, transfer or agreement that the purchaser or transferee, if not already a party to this contract, shall execute this contract and become a party thereto. Upon a full transfer of such rights by a Pumper and assumption by the assignee as above provided, the assigning Pumper shall be discharged of obligation hereunder. If such Pumper fails to obtain such assumption (except in cases of a transfer under order of court or by operation of law) the assigning Pumper shall

remain bound by the contract and production of water by said assignee by the exercise of the right assigned shall be treated as production by such Pumper.

18. Execution in Counterparts. This contract may be executed in counterparts (each counterpart being an exact copy or duplicate of the original) and all counterparts collectively shall be considered as constituting one complete contract.

IN WITNESS WHEREOF this contract is executed by the undersigned by its duly authorized officer.

Dated: _____.

(SEAL)

By _____

By _____

ed.

APPENDIX D

MAIN SAN GABRIEL BASIN JUDGMENT

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

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

Plaintiff,

vs.

CITY OF ALHAMBRA, et al,

Defendants.

No. 924128

AMENDED JUDGMENT
(and Exhibits Thereto),

Honorable Florence T. Pickard
Assigned Judge Presiding

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

JUDGMENT AS AMENDED AUGUST 24, 1989

1 Ralph B. Helm
Suite 214
2 4605 Lankershim Boulevard
North Hollywood, CA 91602
3 Telephone (818) 769-2002
4 Attorney for Watermaster
5
6
7

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
9

10	UPPER SAN GABRIEL VALLEY)	
11	MUNICIPAL WATER DISTRICT,)	No. 924128
	Plaintiff,)	AMENDED JUDGMENT
12	)	(And Exhibits Thereto)
13	vs.)	
14	CITY OF ALHAMBRA, et al.,)	
15	Defendants.)	
16	_____)	

17
18
19
20
21
22
23
24
25
26
27
28

HONORABLE FLORENCE T. PICKARD
Assigned Judge Presiding
DEPARTMENT 38
August 24, 1989

AMENDED JUDGMENT
TABLE OF CONTENTS

And
Amended Judgment Sections
Identified With Prior Judgment
Section Numbers

	<u>Page</u>
1 I. INTRODUCTION.	1
2	
3	
4	
5	
6 1. Pleadings, Parties and Jurisdiction	1
7 2. Stipulation for Entry of Judgment	2
8 3. <u>Lis Pendens</u> . .(New).	2
9 4. Findings and Conclusions . .(Prior 3).	2
10 5. Judgment . .(New).	2
11 6. Intervention After Judgment . .(New).	2
12 7. Amendments to Judgment . .(New).	3
13 8. Transfers . .(New).	3
14 9. Producers and Their Designees . .(New).	3
15 10. Definitions . .(Prior 4).	3
16 (a) Base Annual Diversion Right	3
17 (b) Direct Use	3
18 (c) Divert or Diverting	3
19 (d) Diverter	4
20 (e) Elevation	4
21 (f) Fiscal Year	4
22 (g) Ground Water	4
23 (h) Ground Water Basin	4
24 (i) Integrated Producer	4
25 (j) In-Lieu Water Cost	4
26 (k) Key Well	4
27 (l) Long Beach Case	4
28 (m) Main San Gabriel Basin or Basin	4

1	(n) Make-up Obligation	5
2	(o) Minimal Producer	5
3	(p) Natural Safe Yield	5
4	(q) Operating Safe Yield	5
5	(r) Overdraft	5
6	(s) Overlying Rights. . .(Prior (r) [1]).	5
7	(t) Physical Solution . .(Prior (s)).	5
8	(u) Prescriptive Pumping Right . .(Prior (t)).	5
9	(v) Produce or Producing . .(Prior (u)).	6
10	(w) Producer . .(Prior (v)).	6
11	(x) Production . .(Prior (w)).	6
12	(y) Pump or Pumping . .(Prior (x)).	6
13	(z) Pumper . .(Prior (y)).	6
14	(aa) Pumper's Share . .(Prior (z)).	6
15	(bb) Relevant Watershed . .(Prior (aa))	6
16	(cc) Replacement Water . .(Prior (bb))	6
17	(dd) Responsible Agency . .(Prior (cc))	7
18	(1) Upper District	7
19	(2) San Gabriel District	7
20	(3) Three Valleys District	7
21	(ee) Stored Water . .(Prior (dd))	7
22	(ff) Supplemental Water . .(Prior (ee))	7
23	(gg) Transporting Parties . .(Prior (ff))	7
24	(hh) Water Level . .(Prior (gg))	8
25	(ii) Year . .(Prior (hh))	8
26	11. Exhibits . .(Prior 5).	8
27	II. DECREE	9
28	A. DECLARATION OF HYDROLOGIC CONDITIONS.	9

1	12. Basin as Common Source of Supply .(Prior 6). . .	9
2	13. Determination of Natural Safe Yield .(Prior 7). .	10
3	14. Existence of Overdraft. .(Prior 8).	10
4	B. DECLARATION OF RIGHTS	10
5	15. Prescription . .(Prior 9).	10
6	(a) Prior Prescription	10
7	(b) Mutual Prescription.	10
8	(c) Common Ownership of Safe Yield and	
9	Incidents Thereto	11
10	16. Surface Rights . .(Prior 10)	11
11	17. Ground Water Rights . .(Prior 11)	11
12	18. Optional Integrated Production Rights (Prior 12).	12
13	19. Special Category Rights . .(Prior 13)	12
14	20. Non-consumptive Practices . .(Prior 14)	12
15	21. Overlying Rights . .(Prior 14.5)	13
16	C. INJUNCTION	14
17	22. Injunction Against Unauthorized	
18	Production . .(Prior 15)	14
19	23. Injunction re Non-consumptive Uses. (Prior 16). .	15
20	24. Injunction Against Changing Overlying	
21	Use Without Notice to Watermaster (Prior 16.5). .	15
22	25. Injunction Against Unauthorized Recharge (Prior 17)	15
23	26. Injunction Against Transportation From	
24	Basin or Relevant Watershed . .(Prior 18) . .	15
25	D. CONTINUING JURISDICTION	16
26	27. Jurisdiction Reserved . .(Prior 19)	16
27	E. WATERMASTER.	17
28	28. Watermaster to Administer Judgment .(Prior 20) .	17

1	29. Qualification, Nomination and Appointment	
2	(Prior 21)	17
3	(a) Qualification	17
4	(b) Nomination of Producer Representatives	17
5	(c) Nomination of Public Representatives	18
6	(d) Appointment	18
7	30. Term and Vacancies . .(Prior 22)	18
8	31. Quorum . .(Prior 23)	18
9	32. Compensation . .(Prior 24)	19
10	33. Organization . .(Prior 25)	19
11	(a) Minutes	19
12	(b) Regular Meetings	20
13	(c) Special Meetings	20
14	(d) Adjournments	20
15	34. Powers and Duties . .(Prior 26)	21
16	(a) Rules and Regulations	21
17	(b) Acquisition of Facilities	21
18	(c) Employment of Experts and Agents	21
19	(d) Measuring Devices, etc.	21
20	(e) Assessments	22
21	(f) Investment of Funds	22
22	(g) Borrowing	22
23	(h) Purchase of and Recharge With	
24	Supplemental Water	22
25	(i) Contracts	22
26	(j) Cooperation With Existing Agencies	22
27	(k) Assumption of Make-up Obligation	23
28	(m) Water Quality	23

1	(n) Cyclic Storage Agreements.	23
2	(o) Notice List.	24
3	35. Policy Decisions -- Procedure. .(Prior (27)). . .	24
4	36. Reports. .(Prior 28)	25
5	37. Review Procedures . .(Prior 29)	25
6	(a) Effective Date of Watermaster Action.	25
7	(b) Notice of Motion.	25
8	(c) Time For Motion	26
9	(d) De Novo Nature of Proceeding.	26
10	(e) Decision.	26
11	F. PHYSICAL SOLUTION.	26
12	38. Purpose and Objective . .(Prior 30)	26
13	39. Need for Flexibility. .(Prior 31)	26
14	40. Watermaster Control . .(Prior 32)	27
15	41. General Pattern of Contemplated Operation	
16	(Prior 33).	27
17	42. Basin Operating Criteria. .(Prior 34)	28
18	43. Determination of Operating Safe Yield (Prior 35).	28
19	(a) Preliminary Determination	28
20	(b) Notice and Hearing.	29
21	(c) Watermaster Determination and Review	
22	Thereof	29
23	44. Reports of Pumping and Diversion. .(Prior 36). .	29
24	45. Assessments -- Purpose. .(Prior 37)	30
25	(a) Watermaster Administration Costs	30
26	(b) Replacement Water Costs	30
27	(c) Make-up Obligation.	31
28	(d) In-Lieu Water Cost.	31

1	(e) Basin Water Quality Improvement	31
2	46. Assessments -- Procedure . .(Prior 38)	32
3	(a) Levy and Notice of Assessment.	32
4	(b) Payment	32
5	(c) Delinquency	33
6	47. Availability of Supplemental Water From	
7	Responsible Agency . .(Prior 39).	33
8	48. Accumulation of Replacement Water Assessment	
9	Proceeds. . (Prior 40)	33
10	49. Carry-over of Unused Rights . .(Prior 41)	34
11	50. Minimal Producers . .(Prior 42)	34
12	51. Effective Date. .(Prior 43).	34
13	G. MISCELLANEOUS PROVISIONS	35
14	52. Puente Narrows Flow . .(Prior 44).	35
15	53. San Gabriel District -- Interim Order (Prior 45) .	35
16	54. Service Upon and Delivery to Parties of Various	
17	Papers . .(Prior 46)	36
18	55. Assignment, Transfer, etc., of Rights (Prior 47) .	37
19	56. Abandonment of Rights . .(Prior 48).	37
20	57. Intervention After Judgment . .(Prior 49).	38
21	58. Judgment Binding on Successors, etc., (Prior 50) .	38
22	59. Water Rights Permits. (Prior 51).	39
23	60. Costs . .(Prior 52).	39
24	61. Entry of Judgment . .(New)	39

EXHIBITS

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibits Continued

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

1 Ralph B. Helm
Suite 214
2 4605 Lankershim Boulevard
North Hollywood, CA 91602
3 Telephone (818) 769-2002
4 Attorney for Watermaster

5
6
7
8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
9

10 UPPER SAN GABRIEL VALLEY)
MUNICIPAL WATER DISTRICT,) No. 924128
11)
Plaintiff,) AMENDED JUDGMENT
12)
13 vs.)
14 CITY OF ALHAMBRA, et al.,)
15 Defendants.) Hearing: August 24, 1989
Department 38, 9:00 A.M.
16

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

23 I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 (dd) Responsible Agency -- (Prior Judgment Section 4
6 (cc)) The municipal water district which is the normal and
7 appropriate source from whom Watermaster shall purchase
8 Supplemental Water for replacement purposes under the Physical
9 Solution, being one of the following:

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

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

17 (3) Three Valleys District -- Three Valleys
18 Municipal Water District, formerly, "Pomona Valley
19 Municipal Water District", a member public agency of MWD.

20 (ee) Stored Water -- (Prior Judgment Section 4 (dd))
21 Supplemental Water stored in the Basin pursuant to a contract
22 with Watermaster as authorized by Section 34(m).

23 (ff) Supplemental Water -- (Prior Judgment Section 4
24 (ee)) Nontributary water imported through a Responsible Agency.

25 (gg) Transporting Parties -- (Prior Judgment Section 4
26 (ff)) Any party presently transporting water (i.e., during the
27 12 months immediately preceding the making of the findings
28 herein) from the Relevant Watershed or Basin to an area outside

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

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

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

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

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

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

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

1 Rights of Certain Diverters.

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

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

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

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

8 Exhibit "H" -- Watermaster Operating Criteria.

9 Exhibit "J" -- Puente Narrows Agreement.

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

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

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

19 II. DECREE

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

22 A. DECLARATION OF HYDROLOGIC CONDITIONS

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

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

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

9 B. DECLARATION OF RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 21. Overlying Rights. (Prior Judgment Section 14.5)
9 Producers listed in Exhibit "K" hereto were not parties herein
10 at the time of the original entry of Judgment herein. They have
11 exercised in good faith Overlying Rights to Produce water from
12 the Basin during the periods subsequent to the entry of Judgment
13 herein and have by self-help initiated or maintained appurtenant
14 Overlying Rights. Such rights are exercisable without
15 quantitative limit only on specifically described Overlying Land
16 and cannot be separately conveyed or transferred apart
17 therefrom. As to such rights and their exercise, the owners
18 thereof shall become parties to this action and be subject to
19 Watermaster Replacement Water Assessments under Section 45 (b)
20 hereof, sufficient to purchase Replenishment Water to offset the
21 net consumptive use of such Production and practices. In
22 addition, the gross amount of such Production for such overlying
23 use shall be subject to Watermaster Administrative Assessments
24 under Section 45 (a) hereof and the consumptive use portion of
25 such Production for overlying use shall be subject to
26 Watermaster's In-Lieu Water Cost Assessments under Section
27 45 (d) hereof. The Producers presently entitled to exercise
28 Overlying Rights, a description of the Overlying Land to which

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

16 C. INJUNCTION

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

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

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

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

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

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

13 D. CONTINUING JURISDICTION

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

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

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

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

9 E. WATERMASTER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 34. Powers and Duties. (Prior Judgment Section 26)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 (3) determination by Watermaster of, and

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

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

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

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

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

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

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

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

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

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

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

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

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

17 F. PHYSICAL SOLUTION

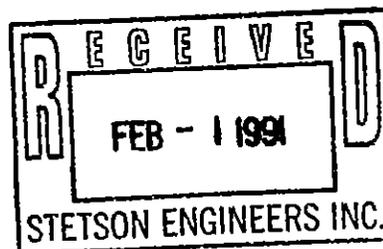
18 38. Purpose and Objective. (Prior Judgment Section 30)
19 Consistent with the California Constitution and the decisions of
20 the Supreme Court, the Court hereby adopts and **Orders** the
21 parties to comply with this Physical Solution. The purpose and
22 objective of these provisions is to provide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

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

1 Ralph B. Helm - Bar No. 022004
4605 Lankershim Boulevard, #214
2 North Hollywood, CA 91602

3 Telephone (818) 769-2002

4 Attorney for Watermaster - Petitioner



5
6
7
8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
9

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

16
17 The Petition of the Main San Gabriel Basin Watermaster
18 (Watermaster) for Amendment to Judgment herein to expand its
19 powers to include maintenance, improvement, and control of Basin
20 water quality by controlling pumping in the Basin, with
21 allowable funding for associated costs to be paid through its
22 In-Lieu Assessments, was continued on July 31, 1990, to August
23 7, 1990, when it duly and regularly came on for hearing, at 9:15
24 o'clock A. M. in Department 38 of the above entitled Court, the
25 Honorable FLORENCE T. PICKARD, Assigned Judge Presiding. Ralph
26 B. Helm appeared as Attorney for Watermaster - Petitioner; Wayne
27 K. Lemieux appeared for Defendant, San Gabriel Valley Municipal
28 Water District, in support of the Petition; Fred Vendig, General

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

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

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

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

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

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

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

17 IT IS, HEREBY, ORDERED:

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

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

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

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

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

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

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

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

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

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

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

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

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

16 Dated: January 29, 1991.

17
18 /s/Florence T. Pickard
19 FLORENCE T. PICKARD
20 Judge of the Superior Court,
21 Specially Assigned
22
23
24
25
26
27
28

1 order that Watermaster may be free to utilize both existing and
2 new and developing technological, social and economic concepts
3 for the fullest benefit of all those dependent upon the Basin,
4 it is essential that the Physical Solution hereunder provide for
5 maximum flexibility and adaptability. To that end, the Court
6 has retained continuing jurisdiction to supplement the broad
7 discretion herein granted to the Watermaster.

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

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

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

9 42. Basin Operating Criteria. (Prior Judgment Section 34)
10 Until further order of the Court and in accordance with the
11 Watermaster Operating Criteria, Watermaster shall not spread
12 Replacement Water when the water level at the Key Well exceeds
13 Elevation two hundred fifty (250), and Watermaster shall spread
14 Replacement Water, insofar as practicable, to maintain the water
15 level at the Key Well above Elevation two hundred (200).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 G. MISCELLANEOUS PROVISIONS

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

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

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

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

18 Until said pipeline is built and capable of delivering a
19 minimum of twenty-eight thousand eight-hundred (28,800) acre
20 feet of State Project water per year, defendant cities of
21 Alhambra, Azusa, and Monterey Park shall pay to Watermaster each
22 Fiscal Year a Replacement Assessment at a uniform rate
23 sufficient to purchase Replenishment Water when available,
24 which rate shall be declared by San Gabriel District.

25 When water is available through said pipeline, San Gabriel
26 District shall make the same available to Watermaster, on his
27 reasonable demand, at said specified rate per acre foot.

28 Interest accrued on such funds shall be paid to San Gabriel

1 District.

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

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

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

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

1 designation filed by that party.

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

11 (1) a Transporting Party, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

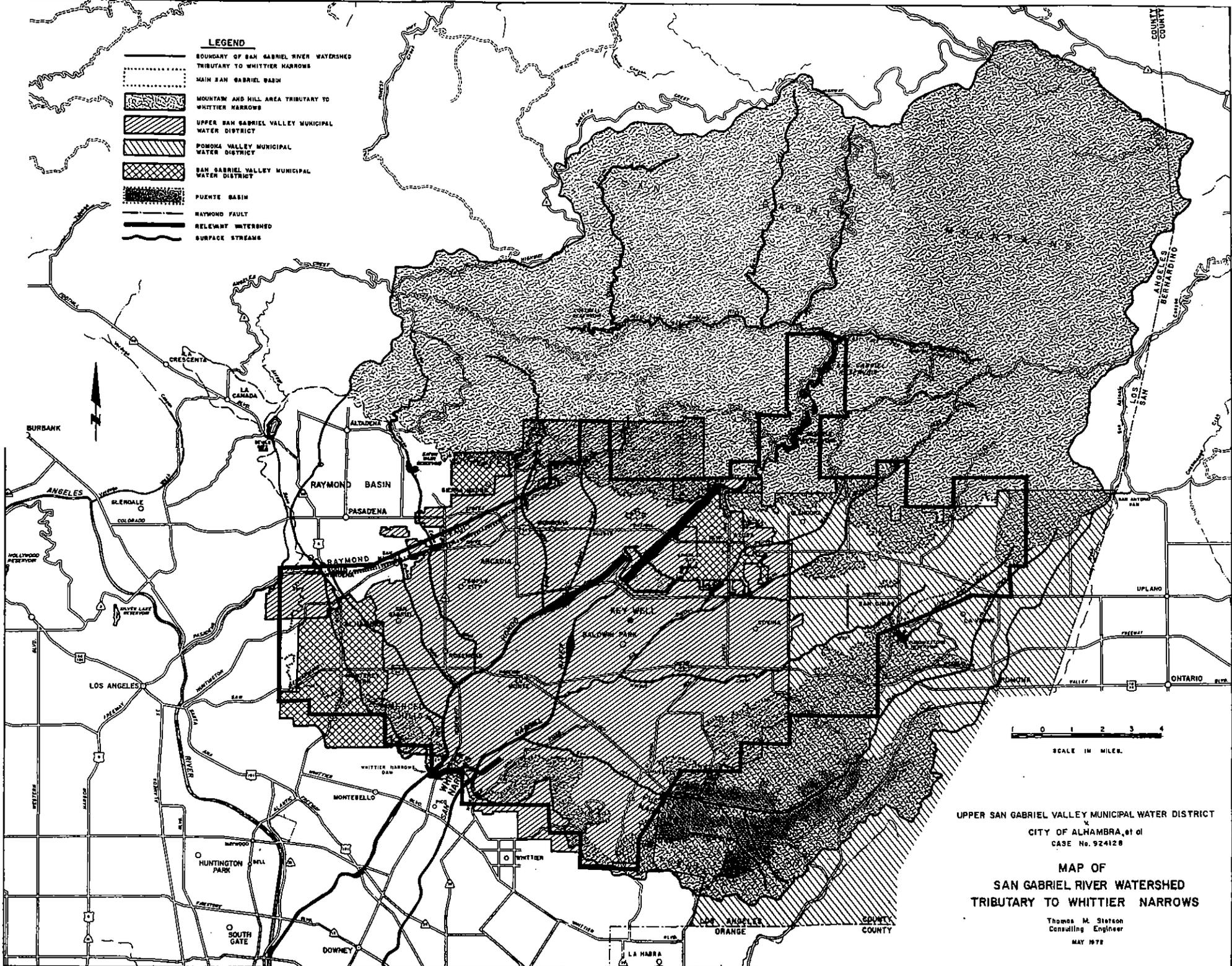
12 61. Entry of Judgment. (New) The Clerk shall enter this
13 Judgment.

14 DATED: August 24, 1989.

15 s/ Florence T. Pickard
16 Florence T. Pickard, Judge
17 Specially Assigned
18
19
20
21
22
23
24
25
26
27
28

LEGEND

- BOUNDARY OF SAN GABRIEL RIVER WATERSHED TRIBUTARY TO WHITTIER NARROWS
- MAIN SAN GABRIEL BASIN
- ▨ MOUNTAIN AND HILL AREA TRIBUTARY TO WHITTIER NARROWS
- ▧ UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
- ▩ POMONA VALLEY MUNICIPAL WATER DISTRICT
- ▤ SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
- ▦ PUENTE BASIN
- RAYMOND FAULT
- RELEVANT WATERSHED
- SURFACE STREAMS



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

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

Thomas M. Statton
Consulting Engineer
MAY 1978

Exhibit "B"

BOUNDARIES OF RELEVANT WATERSHED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence South a distance of 4,500 feet; ✓

Thence West a distance of 10,700 feet;

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

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

Thence South a distance of 2,000 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "C"

TABLE
SHOWING BASE
ANNUAL DIVERSION
RIGHTS OF CERTAIN
DIVERTERS

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

Exhibit "D"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "F"

TABLE SHOWING
SPECIAL CATAGORY RIGHTS

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

TABLE SHOWING
NON-CONSUMPTIVE USERS

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

EXHIBIT "H"

WATERMASTER OPERATING CRITERIA

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

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

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

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

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

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

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

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

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

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

(2) Place of production of water shall control in determining the Responsible Agency as to water exported from the Basin, except as to use within San Gabriel District.

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

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

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

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

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

EXHIBIT "J"

PUENTE NARROWS AGREEMENT

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

A. RECITALS

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

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

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

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

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

B. DEFINITIONS AND EXHIBITS

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

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

(b) Base Underflow. The underflow through

Exhibit "J"

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

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

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

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

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

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

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

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

Exhibit "J"

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

C. COVENANTS

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

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

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

Exhibit "J"

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

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

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

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

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

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

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

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

b. Subsurface Outflow. To the extent that

Exhibit "J"

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

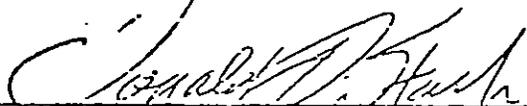
c. Purchase of Reclaimed Water. To the extent that Puente Agency or Walnut District or Rowland District may hereafter purchase reclaimed water from the facilities of Sanitation District 21 of Los Angeles County, such purchaser shall use its best efforts to obtain waters originating within San Gabriel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

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

Exhibit "J"

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

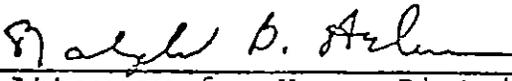
Approved as to form:
CLAYSON, STARK, ROTHROCK & MANN

By 
Attorneys for Puente Agency

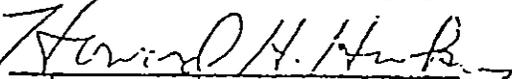
PUENTE BASIN AGENCY

By 
EDMUND M. BIEDERMAN
President

Approved as to form:

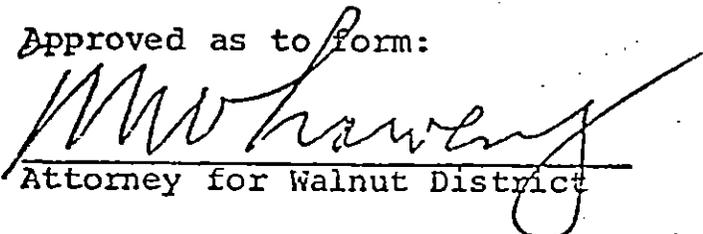
By 
Attorney for Upper District

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

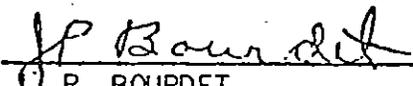
By 
Howard H. Hawkins
President

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

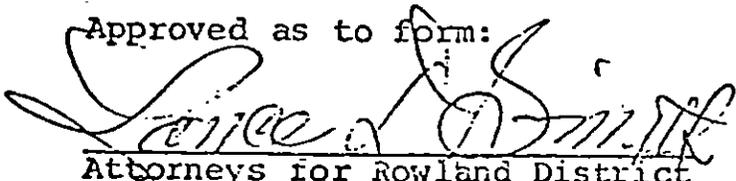
Approved as to form:


Attorney for Walnut District

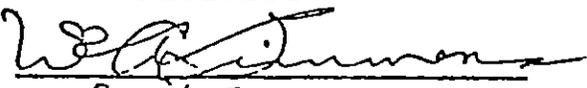
WALNUT VALLEY WATER DISTRICT

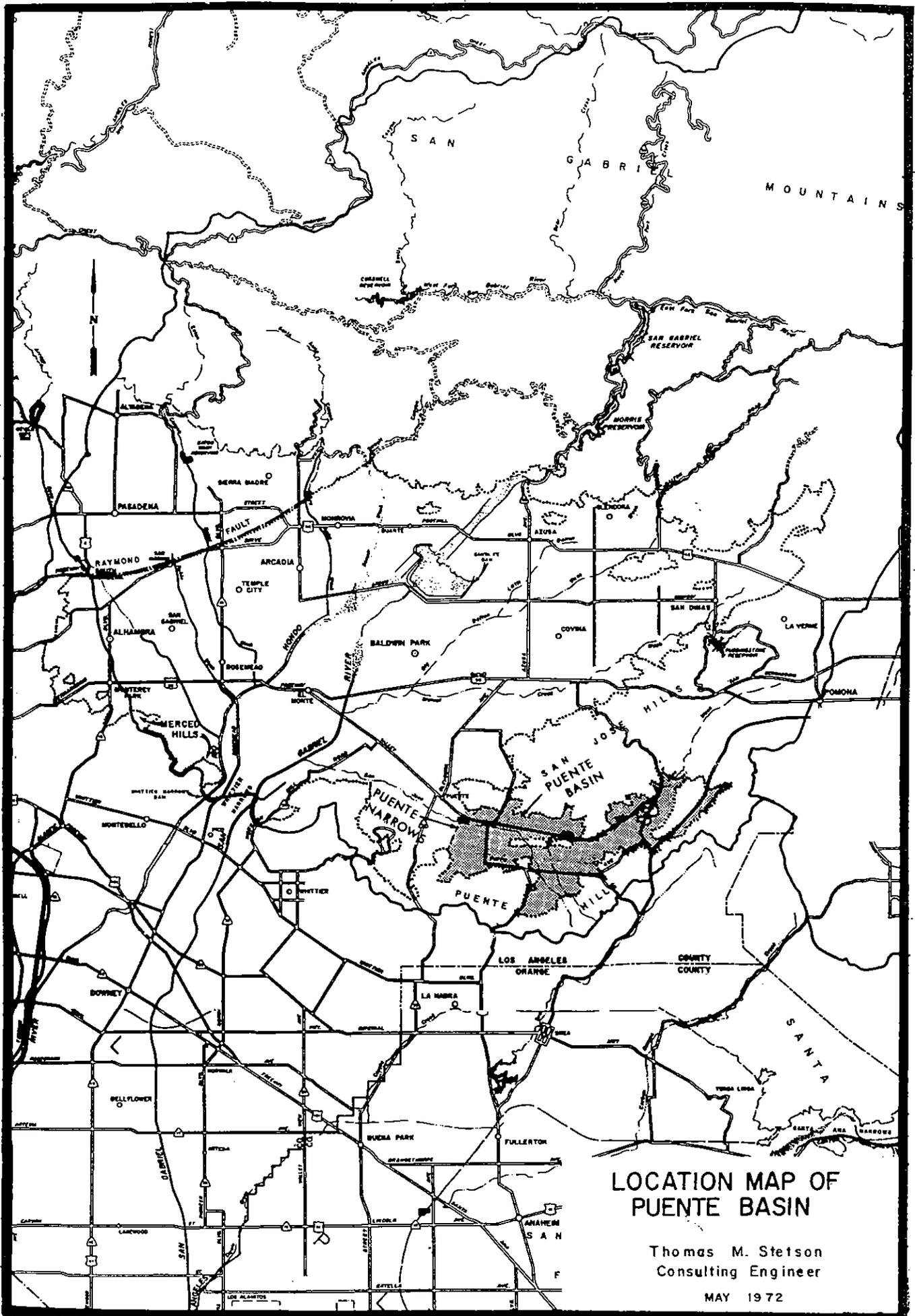
By 
J. P. BOURDET
Vice President

Approved as to form:


Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

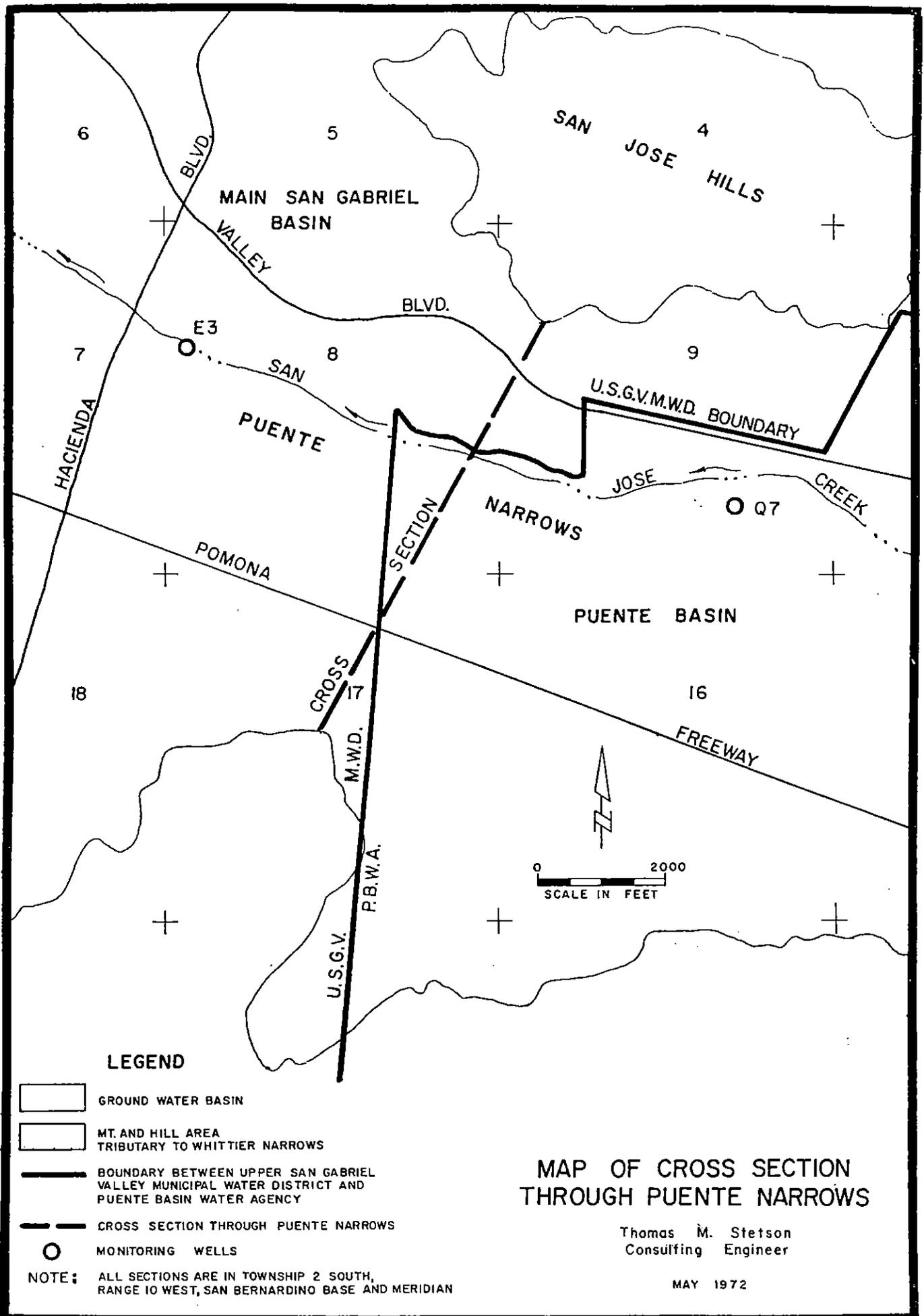
By 
W. A. Simmons
President



**LOCATION MAP OF
PUENTE BASIN**

Thomas M. Stetson
Consulting Engineer

MAY 1972



LEGEND

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

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

MAP OF CROSS SECTION THROUGH PUENTE NARROWS

Thomas M. Stetson
Consulting Engineer

MAY 1972

ENGINEERING CRITERIA

APPENDIX "C"

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

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

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

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

APPENDIX "C"

Exhibit "J"

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

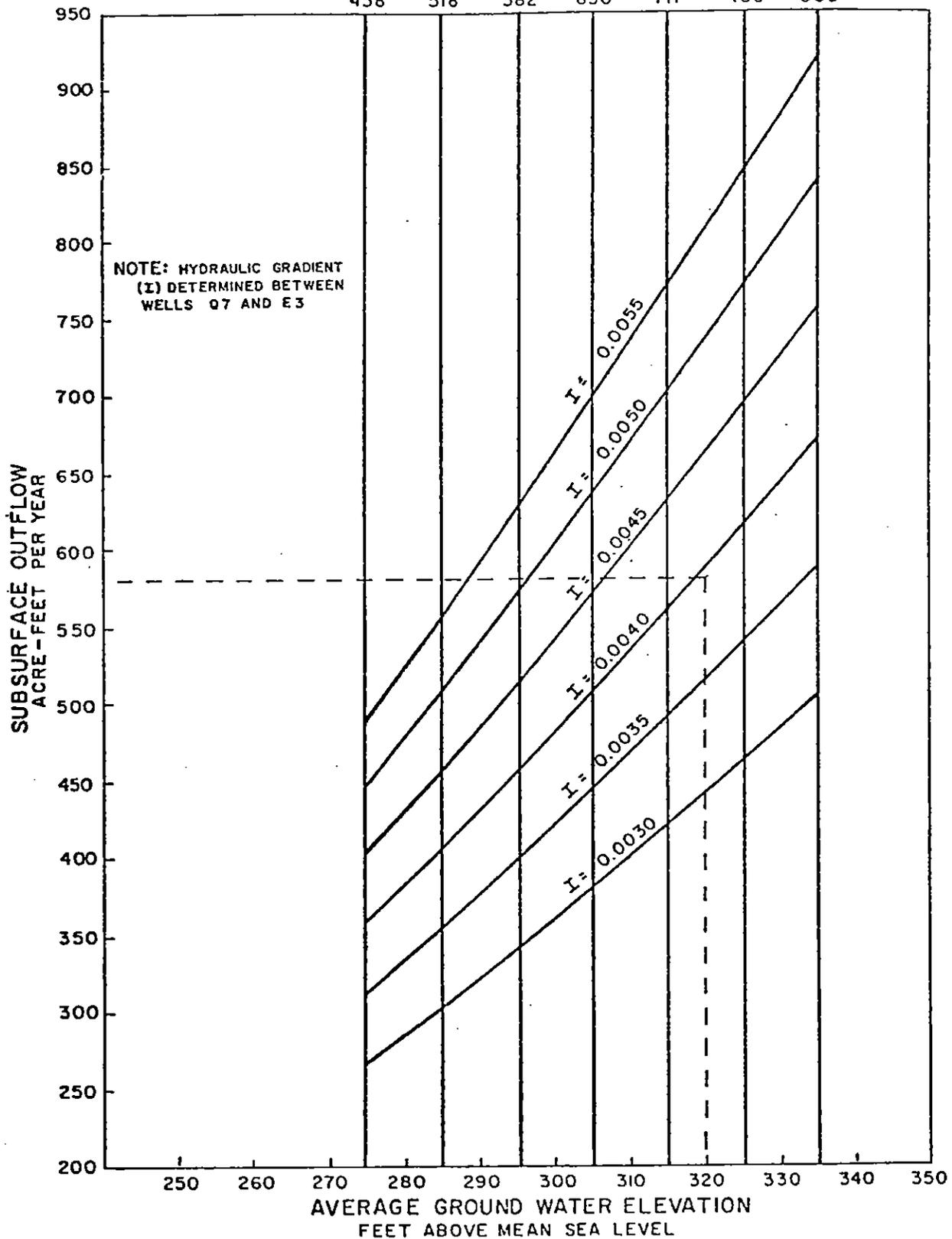
5. Determination of Underflow. The chart attached is a photo-reduction of a full scale chart on file with the Watermaster. By applying the appropriate average annual hydraulic gradient (I) to the average annual ground water elevation at the Puente Narrows cross section (involving the appropriate cross-sectional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

APPENDIX "C"

Exhibit "J"

CROSS-SECTIONAL AREA
THOUSANDS OF SQUARE FEET

458 518 582 650 717 786 860



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

Thomas M. Stetson
Consulting Engineer
MAY 1972

EXHIBIT "K"

OVERLYING RIGHTS

I. NATURE OF OVERLYING RIGHT

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

II. OVERLYING LANDS (Description)

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

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

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

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

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

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

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

Present User:
Nu-Way Industries

PRODUCERS UNDER LICENSE

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

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

Total 50.1 acre-feet per year

IV. ANNUAL GROSS AMOUNT OF PRODUCTION FROM WHICH CONSUMPTIVE USE PORTIONS WERE DERIVED

183.65 acre-feet

Exhibit "L"

LIST OF PRODUCERS AND THEIR DESIGNEES
June, 1989

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

Exhibit "L"

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

Exhibit "L"

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

Exhibit "L"

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

Exhibit "L"

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

Exhibit "M"

WATERMASTER MEMBERS

FOR CALENDAR YEAR 1973

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

STAFF

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

FOR CALENDAR YEAR 1974

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

STAFF

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

FOR CALENDAR YEAR 1975

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

STAFF

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

FOR CALENDAR YEAR 1976

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

STAFF

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

FOR CALENDAR YEAR 1977

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

STAFF

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

FOR CALENDAR YEAR 1978

ROBERT T. BALCH (Producer Member), Chairman
LINN E. MAGOFFIN (Producer Member), Vice Chairman
D. J. LAUGHLIN (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
L. E. MOELLER (Producer Member)
R. H. NICHOLSON, JR. (Producer Member)
WILLIAM M. WHITESIDE (Public Member)

STAFF

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

FOR CALENDAR YEAR 1979

LINN E. MAGOFFIN (Producer Member), Chairman
D. J. LAUGHLIN (Producer Member), Vice Chairman
R. H. NICHOLSON, JR. (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
WALKER HANNON (Producer Member)
BURTON E. JONES (Public Member)
L. E. MOELLER (Producer Member)
WILLIAM M. WHITESIDE (Public Member)

STAFF

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

FOR CALENDAR YEAR 1980

LINN E. MAGOFFIN (Producer Member), Chairman
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman
WILLIAM M. WHITESIDE (Public Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
ROBERT G. BERLIEN (Producer Member)
ANTON C. GARNIER (Producer Member)
TRAVIS L. MANNING (Public Member)
L. E. MOELLER (Producer Member)

STAFF

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

FOR CALENDAR YEAR 1981

LINN E. MAGOFFIN (Producer Member), Chairman
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman
WILLIAM M. WHITESIDE (Public Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
ROBERT G. BERLIEN (Producer Member)
ANTON C. GARNIER (Producer Member)
TRAVIS L. MANNING (Public Member)
L. E. MOELLER (Producer Member)

STAFF

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

FOR CALENDAR YEAR 1982

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

STAFF

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

FOR CALENDAR YEAR 1983

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

STAFF

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

FOR CALENDAR YEAR 1984

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

STAFF

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

FOR CALENDAR YEAR 1985

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

STAFF

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

FOR CALENDAR YEAR 1986

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

STAFF

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

FOR CALENDAR YEAR 1987

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

STAFF

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

FOR CALENDAR YEAR 1988

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

STAFF

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

FOR CALENDAR YEAR 1989

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

STAFF

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

* DECEASED APRIL 25, 1989

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

APPENDIX E

MAIN SAN GABRIEL BASIN WATERMASTER RULES AND REGULATIONS



Main San Gabriel Basin
WATERMASTER

Rules and Regulations

**Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al.
Case No. 924128 -- Superior Court of Los Angeles County**

**As amended December 7, 2005 and June 6, 2007
Resolutions 12-05-201 and 6-07-213**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1.	Office and Records.....	1
2.	Watermaster Meetings and Holidays	1
	(a) Holidays	1
	(b) Meeting Changes.....	3
	(c) Special Meetings	3
	(d) Adjournment	3
3.	Quorum of Watermaster, Necessary Votes for Action and Roll Call of Votes	3
4.	Agenda of Watermaster Meetings.....	3
5.	Conduct of Meetings - Roberts' Rules of Order	4
6.	Organization of Watermaster	4
7.	Minutes.....	4
8.	Designee to Receive Future Notices	4
	(a) Substitute Designee	4
	(b) Service upon Designee.....	5
	(c) List of Designees.....	5
9.	Election of Producer Representatives	5
	(a) Notice of Nomination Election	5
	(b) Voting.....	5
	(c) Conduct of Elections	5
10.	Vacancy on Watermaster and Replacement.....	6
11.	Watermaster Action Subject to Court Review	6
	(a) Effective Date of Watermaster Action	6
	(b) Notice of Motion	7
	(c) Time for Motion	7
	(d) <i>De Novo</i> Nature of Proceedings	7
	(e) Decision.....	7
12.	Water Measuring Devices and Meter Test Program	7
	(a) Test of Meters Which Supply Watermaster	8

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	(b) Wells	8
	(c) Calibrated Test Equipment.....	9
	(d) Repair or Replacement of Inaccurate Meters.....	9
	(e) Surface Diversions	9
	(f) Interim Meter Tests	9
	(g) Watermaster Approved Meter Testers	9
	(h) Meter Seal by Watermaster and Notification of Meter Maintenance	10
	(i) Estimation of Production Due to Meter Maintenance.....	10
13.	Report of Producers to Watermaster.....	10
	(a) Adjudicated Right in Excess of Five (5) Acre-Feet Not to be Reduced to Minimal Producer by Transfer.....	11
	(b) Notice to Watermaster of Transfers of Water Rights.....	11
	(c) Conveyance of Water Right with Conveyance of Property	12
	(d) Conveyance of Water Right without Conveyance of Property....	12
	(e) Transfer of Overlying Right.....	12
	(f) Intervention Stipulation Required	13
	(g) Notice Required	13
	(h) Approved Forms of Transfer Documents and Other Forms	13
	(i) Presumption as to Unexercised Rights.....	14
14.	Operating Safe Yield.....	14
	(a) Preliminary Determination.....	15
	(b) Notice of Hearing	15
	(c) Watermaster Final Determination and Review Thereof	15
15.	Carry-Over Rights.....	16
	(a) Pumping	16
	(b) Diversions	16
	(c) Overlying Rights	16
	(d) Presumption as to Carry-Over Rights	16
16.	Special Hearings	16
17.	Policy Decisions.....	16
18.	Assessments	16
	(a) Administration Costs.....	17
	(b) Replacement Water Costs	17
	(c) Make-up Obligation	17

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	(d) In-Lieu Water Costs	17
	(e) Waivers Possible for Water Quality Improvement or Protection	17
	(f) Application for Waiver of Assessment	18
	(g) Hearing and Effective Date.....	19
19.	Levy, Notice and Adjustment of Assessments.....	20
	(a) Payment.....	20
	(b) Delinquency	20
	(c) Adjustments.....	20
20.	Responsibility for Watermaster Assessments	21
21.	Over and/or Under Reporting	21
	(a) Over Reporting.....	21
	(b) Under Reporting.....	22
	(c) Delinquent Assessments; Interest; Costs; and Attorney's Fees ...	23
22.	Information Concerning Offers to Purchase, Sell or Lease Water Rights .	23
23.	Watermaster Control of Spreading and Ground Water Storage	24
	(a) Replacement Water and Cyclic Storage Deliveries	24
	(b) Supplemental Water Quality.....	24
24.	Watermaster Annual Report.....	25
25.	Watermaster Stipulation Re: Intervention After Judgment.....	25
26.	Uniform Rules and Conditions of Cyclic Storage Agreements	25
	(a) Application for Cyclic Storage Agreements	25
	(b) Purpose of Cyclic Storage Agreements.....	25
	(c) Available Storage Capacity.....	25
	(d) Provisions of Cyclic Storage Agreements.....	26
	(e) Terms of Cyclic Storage Agreements and Extensions	28
	(f) Maximum Storage	29
	(g) Watermaster to be Held Harmless.....	29
	(h) Reports of Stored Water	29
	(i) Court Approval of Cyclic Storage Agreements	30
27.	Responsible Agency from Whom Watermaster Shall Purchase Replacement Water	30
	(a) Responsible Agencies	30

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	(b) Water Used Within the Basin.....	30
	(c) Water Exported from the Basin.....	30
	(d) Computations of the Amount of Replacement Water to be Purchased from Responsible Agencies	31
	(e) Net Interagency Transfer Adjustment and Replacement Water Requirement	31
	(f) Special Provisions	32
	(g) Special Provisions Re: Alhambra Exchange	33
	(h) Adjustments to Calculated Replacement Water Requirements....	33
	(i) Advanced Delivery Account	34
28.	Ground Water Quality Management.....	34
	(a) Watermaster Approvals.....	35
	(b) Watermaster Directed Change in Water Production	35
	(c) Producer Data, Initial Submittal.....	36
	(d) Quarterly Reports	37
	(e) Operating Principles.....	37
	(f) Emergency Exemptions	38
	(g) Water Quality and Supply Plans	38
	(h) Ground Water Treatment Facilities.....	39
	(i) Decision Making Process, Hearings and Appeals.....	40
29.	Watermaster-directed Groundwater Management Programs.....	42
 <u>APPENDICES</u>		
Appendix "A"	Definitions.....	44
Appendix "B"	Summary of Critical Dates and Actions for Watermaster.....	50
 <u>EXHIBITS</u>		
Exhibit "A"	Permanent Transfer of Water Rights-Prescriptive Pumping Right.....	A-1
Exhibit "B"	Permanent Transfer of Water Rights-Base Annual Diversion Right.....	B-1
Exhibit "C"	Permanent Transfer of Water Rights-Integrated Production Right.....	C-1
Exhibit "D"	Temporary Assignment or Lease of Water Right	D-1

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO.</u>
Exhibit "E"	Stipulation Re Intervention After Judgment	E-1
Exhibit "F"	Designee to Receive Future Notices for and on Behalf of Defendant(s).....	F-1
Exhibit "G"	Notice of Transfer of Overlying Rights With Property to Which They are Appurtenant.....	G-1
Exhibit "H"	Application to Drill Water Well.....	H-1
Exhibit "I"	Application to Modify Existing Water Well.....	I-1
Exhibit "J"	Application to Destroy Water Well	J-1
Exhibit "K"	Application for Water Treatment Facility.....	K-1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

RULES AND REGULATIONS OF
MAIN SAN GABRIEL BASIN WATERMASTER

(As Revised, Amended, and Readopted by Resolution No.12-05-201, adopted
December 7, 2005, and Resolution No. 6-07-213, adopted June 6, 2007.)

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

1. Offices and Records. Watermaster's records shall be maintained at its offices, currently located at:

725 North Azusa Avenue

Azusa, California 91702

Telephone (626) 815-1300

Fax (626) 815-1303

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

2. Watermaster Meetings and Holidays. Regular meetings of Watermaster shall be held at 3:00 p.m. on the first Wednesday of each and every month in the conference room of the City of Azusa Light and Water Administration Facility, 729 North Azusa Avenue, Azusa, California 91072, or at such time and place as otherwise determined by Watermaster.

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

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

16 (1) If January 1, July 4, November 11, or December

17 25 falls on a Sunday, the Monday following shall be that holiday

18 and if any of said dates fall on a Saturday, the preceding Friday

19 shall be that holiday.

20 (2) When any regular meeting of Watermaster shall

21 fall on a hereinabove designated Watermaster holiday (excepting

22 employees' birthdays and said floating holiday), said regular

23 meeting shall be held on the next succeeding regular business day

24 at the same time and at the same place as the said regularly

25 scheduled meeting, unless otherwise determined by Watermaster.

26

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

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

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

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

22 Any member of Watermaster may request a roll call vote on any question or
23 motion considered and the ayes and noes thereon shall be recorded in the minutes of the
24 meeting.

25 4. Agenda of Watermaster Meetings. Any person requesting that a matter
26 be considered by Watermaster for action thereon shall request the same in writing

1 directed to Watermaster's Executive Officer for inclusion on the Agenda of the next
2 scheduled meeting to be held at least ten (10) days after receipt of said request.

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

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

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

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

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

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

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

9 9. Election of Producer Representatives.

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

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

24 (c) Conduct of Elections. Prior to the nomination of Producer
25 representatives, the Chairman shall appoint tellers to conduct the election. Such
26 tellers may include any member of Watermaster staff to monitor the canvassing

1 and counting of votes. The tellers shall distribute the ballots, and, at the
2 conclusion of the balloting, collect the ballots, retire to tabulate the votes, and
3 promptly report the results of the election to the Parties present at the election.

4 (1) In the event there is a challenge to the declared election
5 results, the Chairman shall appoint three (3) Producer Parties as
6 election inspectors who shall recount the election ballots and
7 immediately certify the results of such election to Watermaster
8 and others present at the election.

9 (2) All ballots shall be considered confidential, and no ballot
10 or information thereon shall be disclosed except to the appointed
11 tellers and election inspectors, without the express permission of
12 the Producer casting the ballot.

13 10. Vacancy on Watermaster and Replacement. In the event of a vacancy on
14 Watermaster, a successor shall be nominated at a special meeting of Watermaster and
15 Producers to be called by Watermaster within ninety (90) days in the case of a Producer
16 representative or by the action of the appropriate District Board of Directors in the case
17 of a Public Representative. Subject to approval and appointment by the Court, such
18 successor Watermaster shall fill the unexpired term of the Watermaster member
19 replaced.

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

23 (a) Effective Date of Watermaster Action. Any order, decision or
24 action of Watermaster shall be deemed to have occurred on the date that written
25 notice thereof is mailed. Mailing of draft copies of Watermaster minutes which
26 contain such order, decision, action, or contemplated action, to the Parties

1 requesting the same shall constitute such notice to all Parties, as of the date of
2 such mailing.

3 (b) Notice of Motion. Any Party may, by a regularly noticed motion,
4 petition the Court for a review of any Watermaster action or decision. Notice of
5 such motion shall be mailed to Watermaster and to the Designees of all Parties.
6 Unless ordered by the Court, such petition shall not operate to stay the effect of
7 such Watermaster action.

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

14 Notice of motion to review any other Watermaster action or decision
15 shall be served and filed within ninety (90) days after such Watermaster action
16 or decision.

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

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

25 12. Water Measuring Devices and Meter Test Program. Parties producing in
26 excess of five (5) acre-feet per year shall, pursuant to these uniform rules, install and

1 maintain in good operating condition, at the cost of each such Party, such necessary
2 water measuring devices or meters as may be appropriate. Any such measuring device
3 is subject to such inspection and testing as Watermaster may, from time to time, deem
4 necessary. Upon testing, the meters shall be sealed by Watermaster and remain so
5 sealed. Watermaster will conduct a formal meter-testing program to help the Parties
6 accurately report their Production. Watermaster intends to test every meter under its
7 jurisdiction at least once every two (2) years.

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

13 (b) Wells. Water wells shall be equipped with a positive
14 displacement, velocity impeller, venturi, orifice-type or electromagnetic flow
15 meter with a totalizer. The totalizer on positive displacement, velocity impeller,
16 venturi and orifice-type meters shall be correctable only by changing
17 mechanical gear equipment. Producers using electromagnetic flow meters shall
18 ensure that electronic access to meter data is user-defined and password-
19 protected to prevent unauthorized resetting of the totalizer. Additionally, all
20 wells equipped with electromagnetic flow meters shall also have a run-hour
21 meter installed to provide verification of production in the event the totalizer is
22 inappropriately or accidentally reset or its accuracy is otherwise disputed. The
23 meter shall be accessible and installed according to good design practices.
24 Watermaster personnel shall assist any Party having any question as to
25 installation requirements.
26

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

8 (d) Repair or Replacement of Inaccurate Meters. Defective or
9 inaccurate meters must be repaired within thirty (30) days of receipt of notice
10 thereof from Watermaster.

11 (e) Surface Diversions. Surface Water Diversions shall be measured
12 with a weir and recorder or meter capable of accurately measuring and recording
13 such Diversions.

14 (f) Interim Meter Tests. Should a Producer discover that the meter
15 which measures the water Production from his well is measuring inaccurately,
16 he shall first notify Watermaster thereof, have the meter retested and, if
17 measuring inaccurately, then have the same repaired at the earliest practical and
18 reasonable time. Upon the completion of such repair, such Producer shall
19 immediately have such meter tested and sealed by Watermaster and it shall
20 remain so sealed. Such testing and sealing will be accomplished by Watermaster
21 upon request therefor by said Producer or said repaired meter may be tested and
22 sealed by any meter tester authorized by Watermaster, as provided in Subsection
23 (g) of this Section 12. Results of such meter tests shall be furnished to
24 Watermaster within ten (10) days of testing, on forms provided by Watermaster.

25 (g) Watermaster Approved Meter Testers. Persons, firms or
26 corporations in the business of repairing and/or testing water measuring devices

1 may be approved by Watermaster to test and seal meters on behalf of
2 Watermaster by submitting their qualifications therefor to Watermaster and
3 obtaining Watermaster's approval to perform meter tests and seal such meters as
4 agents of Watermaster. The name, address and telephone number of all such
5 Watermaster approved meter testers shall be maintained at and be available
6 from the office of Watermaster.

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

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

17 (i) Estimation of Production Due to Meter Maintenance. When a
18 Producer must estimate Production due to meter maintenance, he shall consult
19 with Watermaster or its engineer for approval of the method of estimation. A
20 copy of the estimate calculations shall be supplied to Watermaster with the
21 corresponding Quarterly Production Report.

22 13. Reports of Producers to Watermaster. Each Producer with an
23 adjudicated right in excess of five (5) acre-feet per year and each Producer with an
24 Overlying Right in any amount shall file with Watermaster a quarterly report of water
25 Produced from the Basin or Relevant Watershed, on forms provided by Watermaster.
26 Producers using electromagnetic flow meters shall report run hours in addition to

1 totalizer readings. Quarterly Production Reports shall be so filed no later than the last
2 day of the month next succeeding the end of the relevant quarter, i.e. April 30, July 31,
3 October 31 and January 31.

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

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

23 For such assignment, transfer, license or lease of water rights to
24 be effective for, or be deemed by Watermaster to apply to, Production in a
25 particular Fiscal Year (July 1 - June 30), the document(s) therefor shall be
26 executed and acknowledged prior to the end of said Fiscal Year (June 30) and

1 copies thereof showing such acknowledgement must be received by
2 Watermaster prior to July 15, following the end of said particular Fiscal Year.
3 The transferee must be, or petition to become, a Party to the action within ninety
4 (90) days following such assignment, transfer, license or lease of water rights.

5 When the term of a temporary assignment, transfer, license or
6 lease of water rights extends beyond the end of the current Fiscal Year, it shall
7 be the obligation of the transferee thereof to annually, during the month of July
8 of each Fiscal Year during said term, notify Watermaster of said transferee's
9 intention to exercise said water right during the then current applicable Fiscal
10 Year.

11 (c) Conveyance of Water Right with Conveyance of Property.

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

21 (d) Conveyance of Water Right without Conveyance of Property.

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

25 (e) Transfer of Overlying Right. The transfer and use of Overlying
26 Rights shall be limited (as provided in Section 21 of the Judgment) as

1 exercisable only on specifically defined Overlying Lands and they cannot be
2 separately conveyed or transferred apart therefrom.

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

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

- 12 (1) Identifies both the transferee(s) and the transferor(s);
- 13 (2) Accurately recites the total quantity (in acre-feet) of water
14 rights transferred;
- 15 (3) Is executed by both the transferee(s) and the transferor(s);
- 16 (4) Is acknowledged by both transferee(s) and transferor(s) in
17 a form sufficient for recordation;
- 18 (5) Lists the Designee(s) of both the transferor(s) and
19 transferee(s) to receive future service and notice of papers and process;
20 and
- 21 (6) Is accompanied by a map of the service area where the
22 water was used by transferor(s) (assignors) and a map of the service area
23 where the water is intended to be used by the transferee(s) (assignees), if
24 requested by Watermaster.

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

26 Approved forms of such transfer documents and other approved Watermaster

1 forms are attached hereto, marked and identified as follows:

2 Exhibit "A" Permanent Transfer of Water Rights--Prescriptive
3 Pumping Right

4 Exhibit "B" Permanent Transfer of Water Rights--Base
5 Annual Diversion Right

6 Exhibit "C" Permanent Transfer of Water Rights--Integrated
7 Production Right

8 Exhibit "D" Temporary Assignment or Lease of Water Right

9 Exhibit "E" Stipulation Re Intervention After Judgment

10 Exhibit "F" Designee to Receive Future Notices for and on
11 Behalf of Defendant(s)

12 Exhibit "G" Notice of Transfer of Overlying Rights With
13 Property to Which They are Appurtenant.

14 Exhibit "H" Application To Drill Water Well

15 Exhibit "I" Application To Modify Existing Water Well

16 Exhibit "J" Application To Destroy Water Well

17 Exhibit "K" Application For Water Treatment Facility

18 (i) Presumption as to Unexercised Rights. Unless otherwise noted
19 on the above mentioned transfer documents(s), it will be presumed by
20 Watermaster that the permanent transfer of water rights will include all
21 unexercised rights thereunder, including authorized carry-over of unused rights.

22 14. Operating Safe Yield. Watermaster shall annually determine the
23 Operating Safe Yield applicable to the succeeding Fiscal Year and estimate the same for
24 the next succeeding four (4) Fiscal Years. Said determination shall be made at the close
25 of the hearing thereon, which shall be commenced at Watermaster's regular meeting in
26 May of each year. Watermaster shall notify each Pumper and Integrated Producer of his

1 share thereof, stated in acre-feet per Fiscal Year. Thereafter, no Party may produce in
2 any Fiscal Year any Consumptive Use Portion of any Overlying Right, or an amount in
3 excess of the sum of his Diversion Right, if any, plus his Pumper's Share of such
4 Operating Safe Yield, or his Integrated Production Right, or the terms of any Cyclic
5 Storage Agreement, without being subject to Assessment for the purpose of purchasing
6 Replacement Water. The rate of such Assessment shall be established at the same
7 meeting at which the Operating Safe Yield is established, and it may be estimated for
8 the years for which Operating Safe Yield is estimated. In establishing the Operating
9 Safe Yield, the Watermaster shall follow all physical, economic, and other relevant
10 parameters provided in the Judgment herein. Said determination shall be made in
11 accordance with the following:

12 (a) Preliminary Determination. At Watermaster's regular meeting in
13 April of each year, Watermaster shall make a Preliminary Determination of the
14 Operating Safe Yield of the Basin for each of the succeeding five (5) Fiscal
15 Years. Said determination shall be made in the form of a report containing a
16 summary statement of the considerations, calculations and factors utilized by
17 Watermaster in arriving at the said Operating Safe Yield.

18 (b) Notice of Hearing. A copy of said Preliminary Determination
19 Report shall be mailed to all Parties at least ten (10) days prior to a hearing
20 thereon to be commenced at Watermaster's regular meeting in May of each year,
21 at which time objections or suggested corrections or modifications of said
22 determination shall be considered.

23 (c) Watermaster Final Determination and Review Thereof. Within
24 thirty (30) days after completion of said hearing, Watermaster shall mail to each
25 Pumper, Diverter, Overlying User and Integrated Producer a Final Report and
26 Determination of said Operating Safe Yield for each such Fiscal Year, together

1 with a statement of the Producer's entitlement in each such Fiscal Year stated in
2 acre-feet. Any affected Party, within thirty (30) days of mailing of notice of said
3 Watermaster determination, may petition the Court for an Order to Show Cause
4 for Review of said determination in accordance with Section 11 hereof.

5 15. Carry-over Rights.

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

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

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

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

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

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

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

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

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

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

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

22 (e) Waivers Possible for Water Quality Improvement or Protection.
23 In accordance with Section 45 (e) of the Judgment, a Producer of water from the
24 Basin for the purpose of testing, protecting, or improving water quality, may
25 apply in writing by verified petition or application (hereinafter "Application") to
26 Watermaster, for approval of such water Production free of all or any part of

1 Watermaster Assessments thereon, and for waiver of one or more of the
2 provisions of Sections 25, 26, and 57 of said Judgment, where appropriate, upon
3 terms and conditions to be established by Watermaster after a noticed hearing on
4 such Application.

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

8 In the event cleanup or Treatment Facilities are installed in the
9 Basin by or for the benefit of a Producer, and the Basin water receiving
10 treatment from said Treatment Facilities is subsequently delivered by or used for
11 beneficial purposes of such Producer, the Production of such water shall not be
12 entitled to waiver or modification of Watermaster Assessments thereon.

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

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

25 (f) Application for Waiver of Assessment. An Application for
26 Waiver of Assessment, as above set forth, shall contain all relevant information

1 relied upon by Applicant which he believes justifies the granting of said
2 Application. All such Applications shall explain the special needs and
3 circumstances for such Production and specify the approximate amounts to be
4 Produced, the time frame of such Production, the specific location(s) of the
5 points(s) of extraction(s), and the place of intended disposal of such water, as
6 well as any supplemental or additional information requested by Watermaster.
7 All such extractions shall be metered and reported quarterly to Watermaster,
8 along with all other Basin Production, in accordance with these Rules and
9 Regulations.

10 Should an Application contain incomplete information or should
11 Watermaster desire additional, other, or further information in relation thereto,
12 the same shall also be furnished and verified by Applicant.

13 (g) Hearing and Effective Date. Within thirty (30) days of the filing
14 of any such Watermaster accepted Application, Watermaster shall give at least
15 thirty (30) days notice to the Designees of all Parties that it will hold a hearing
16 on said Application. Watermaster may, after the conclusion of said hearing,
17 under then existing conditions, waive all or any part of its Assessments on such
18 Production, such waiver shall not be effective prior to the date of the filing of
19 said accepted Application, and may also waive the provisions of Sections 25,
20 26, and 57 of the Judgment herein.

21 The effective date for the granting of an Application to waive or
22 modify Watermaster Assessments shall be no later than ten (10) days after
23 approval thereof by Watermaster and it shall continue for the period of time
24 specified therein, unless sooner terminated or extended by Watermaster.
25 Nothing herein is intended to allow an increase in any Producer's annual
26 entitlement under the Judgment.

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

6 (a) Payment. All Watermaster Assessments shall be due and payable
7 on or before September 20, following such Assessment levy or Assessment rate
8 fixing, subject to the rights reserved in Section 37 of the Judgment, and such
9 Assessment shall be paid or become delinquent after September 20.

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

22 (c) Adjustments. By reason of Watermaster's inability to control the
23 direct costs and other charges incurred for Supplemental Water obtained from
24 Responsible Agencies, it may be necessary from time to time for Watermaster to
25 adjust the foregoing Assessments. Such Assessments may only be adjusted after
26

1 giving at least 15 days Notice to all Parties of the meeting at which such
2 adjustments will be considered by Watermaster.

3 20. Responsibility for Watermaster Assessments. Parties Producing water
4 from the Relevant Watershed shall be responsible for Watermaster Assessments levied
5 upon all Production.

6 21. Over and/or Under Reporting.

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

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

1 denied, in whole or in part, without a hearing being accorded to the Applicant,
2 in which said hearing the Applicant shall have the burden of proof. Any
3 determination by Watermaster on any matter in connection with said application
4 shall be final and conclusive upon the said Producer.

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

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

23 A determination by Watermaster that a Producer has under
24 reported Production shall require Watermaster to give written notice thereof to
25 such Producer by mailing such notice to his Designee, at the address shown by
26 Watermaster records. A determination of under reporting made by Watermaster

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

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

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

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

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

23 Watermaster shall maintain a record of any offer to purchase, sell or lease water rights
24 reported to Watermaster, for the purpose of encouraging the orderly transfer of such
25 rights by acting as a clearing house for such information. Any person desiring to
26 purchase, sell, or lease such rights may examine such Watermaster records.