

APPENDIX A

SITE DATA

LOCATION: 500 SPEEDWAY DR, IRVINDALE, CA
 SITE AREA: 83.47 AC 2,764,753.2 SF
 APN NOS: 8532-004-022 (13.07 AC)
 8532-004-026 (27.60 AC)
 8532-004-025 (22.80 AC)
 (E) GENERAL PLAN DESIGNATION: COMMERCIAL/RECREATION
 (E) ZONING: M-2
 PROPOSED GENERAL PLAN DESIGNATION: UNCHANGED
 PROPOSED ZONING: PD

BUILDING DATA

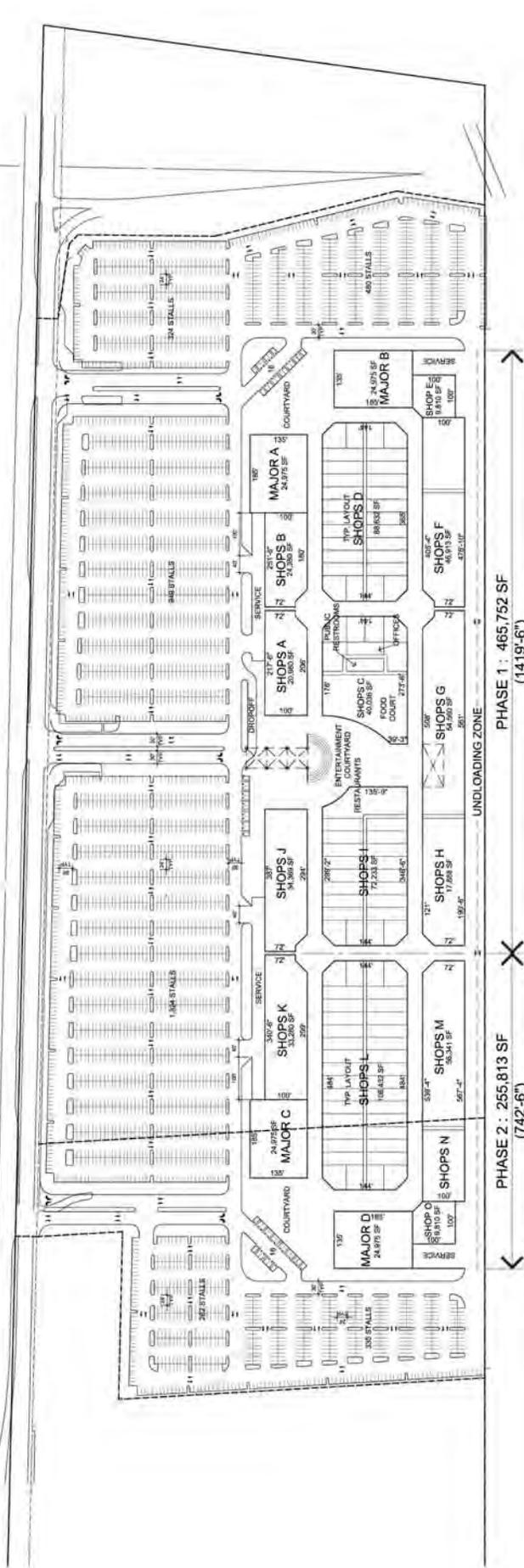
PROPOSED BUILDING AREA:
 PHASE 1: ± 465,752 SF
 PHASE 2: ± 255,813 SF
 TOTAL AREA: ± 721,565 SF

PARKING DATA

PARKING REQUIRED: PARKING PROVIDED:
 PHASE 1: 1800 (4/1000 INCL. HC) 5/1000 MIN INCL. HC
 PHASE 2: 800 (4/1000 INCL. HC) 5/1000 MIN INCL. HC
 TOTAL PARKING PROVIDED: ± 3,674

PARKING SIZES

STANDARD: 9'x18'
 COMPACT: 8'x5' (NONE USED)
 HANDICAPPED: 9'x18'
 PHASE 1 REQUIREMENT: 20 ± 1/100 x 800 ± 28 PROVIDED: 28
 PHASE 2 REQUIREMENT: 20 x 800 ± 16 PROVIDED: 16
 DRIVE AISLES: 30'
 LOOP ROADS: 24'
 PARKING AISLES: 24'



3,674 STALLS

ARCHITECTURAL SITE PLAN
 SCALE: 1"=100'-0"

APPENDIX B

Type	Botanical Name	Common Name	WUCOLS
T	Arbutus 'Marina'	NCN	M
T	Cercis occidentalis	Western Red Bud	L
T	Chitalpa x tashkentensis	Chitalpa	
T	Citrus sp.	Lemon/Orange Tree	M
T	Eucalyptus		M
T	Ficus nitalda	India Laurel Fig	M
T	Jacaranda mimosifolia	Jacaranda	M
T	Lagerstroemia indica	Crape Myrtle	M
T	Laurus nobilis 'Saratoga'	Bay Laurel	L
T	Olea europaea	Swan Hill Tree	L
T	Parkinsonia microphylla	Palo Verde	L
T	Phoenix canariensis	Canary Island Palm	L
T	Pinus eldarica	Pine Tree	L
T	Quercus virginiana	Southern Live Oak	M
T	Schinus molle	California Pepper Tree	L
T	Syagrus romanzoffiana	Date Palm	M
T	Tibouchina urvilleana	Princess Flower	M
T	Ulmus parvifolia	Elm	L
S	Achillea spp.	Yarrow	L
S	Agave	Agave	L
S	Agave americana 'Variegata'	Variegated Century Plant	VL
S	Agave attenuata 'Kara's Stripes'	Variegated Fox Tail Agave	L
S	Agave victoriae-reginae	Queen Victoria Agave	L
S	Agrostis capillaris	Bentgrass	M
S	Aloe arborescens	Torch Aloe	L
S	Aloe striata	Coral Aloe	L
S	Anigozanthos spp.	Kangaroo Paw	L
S	Cistus incanus	Pink Rockrose	VL
S	Dietes bicolor	Fortnight Lily	M
S	Echeveria 'Afterglow'	Hens and Chicks	L
S	Echeveria 'Blue Curls'	Hens and Chicks	L
S	Echeveria 'Fire and Ice'	Hens and Chicks	L
S	Epilobium spp.	California Fuchsia	L
S	Heuchera maxima	Coral Bells	M
S	Iris douglasiana	Pacific Coast Iris	M
S	Kniphofia uvaria	Red Hot Poker	L
S	Lavandula spp.	Lavender	L
S	Leymus condensatua 'Canyon Prince'	Canyon Prince Wild Rye	L
S	Limomium	Sea Lavender	L
S	Mimulus aurantiacus	Sticky Monkey Flower	VL
S	Muhlenbergia capilaris 'Regal Mist'	Regal Mist Muhly	L
S	Phormium spp.	Phormium/New Zealand Flax	M
S	Polystichum munitum	Western Sword Fern	H
S	Rhamnus californica	Coffeeberry	L
S	Rosa spp.	Carpet Rose	M
S	Rosmarinus officinalis	Rosemary	L
S	Salvia spp.	Sage	M
S	Sedum 'Autumn Joy'	Stonecrop Autumn	L
S	Sedum 'Coppertone'	Coppertone Stonecrop	L
S	Sedum dendroideum	Bush Sedum	L
S	Senecio cylindricus	Narrow-Leaf Chalksticks	L
S	Senecio talinoides	Blue Finger	L
S	Yucca flaccida 'Garland Gold'	Thread Yucca	L
S	Yucca gloriosa 'Variegated'	Yucca	VL

Sq Footage of planting areas	
Parking Lots	227271
Interior space	97631
Total	324902

APPENDIX C

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY)
MUNICIPAL WATER DISTRICT,)
Plaintiff,) No. 924128
vs.) AMENDED JUDGMENT
CITY OF ALHAMBRA, et al.,) (And Exhibits Thereto)
Defendants.)

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT
Plaintiff,

No. 924128

vs.
CITY OF ALHAMBRA, et al,
Defendants.

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 8741, Page 197

HONORABLE FLORENCE T. PICKARD
Assigned Judge Presiding

DEPARTMENT 38
August 24, 1989

JUDGMENT AS AMENDED AUGUST 24, 1989

(With Amendments Through February 1992)

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Exhibits Continued

1 (d) Divorlee -- 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 particular Producer's cost of Watermaster directed produced,
16 treated, blended, substituted, or Supplemental Water delivered
17 or substituted to, for, or taken by, such Producer in-lieu of
18 his cost of otherwise normally producing a like amount of Ground
19 Water. (Amended 1/29/91)
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 (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 (cc) 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 (cc)) Nontributary water imported through a Responsible Agency
25 and reclaimed water. (Amended 4/2/91)
26 (gg) Transporting Parties -- (Prior Judgment Section 4
27 (ff)) Any party presently transporting water (i.e., during the
28 12 months immediately preceding the making of the findings

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

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

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

20 (jj) Reclaimed Water -- Water which, as a result of
21 treatment of waste, is suitable for a direct beneficial use or a
22 controlled use that would not otherwise occur. (Amended 4/2/91)

23 11. Exhibits. (Prior Judgment Section 5) The following
24 exhibits are attached to this Judgment and incorporated herein
25 by this reference:

26 Exhibit "A" -- Map entitled "San Gabriel River
27 Watershed Tributary to Whittier Narrows", showing the
28 boundaries and relevant geologic and hydrologic features in

1 the portion of the watershed of the San Gabriel River lying
2 upstream from Whittier Narrows.

3 Exhibit "B" -- Boundaries of Relevant Watershed.
4 Exhibit "C" -- Table Showing Base Annual Diversion
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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, including a maximum of 30,000 acre-feet per
17 year of Reclaimed Water, for replacement, Replacement
18 Water, and cyclic storage purposes in the Basin, subject to
19 the affirmative vote of six (6) members of Watermaster
20 provided, the California Department of Health Services and
21 the Los Angeles Regional Water Quality Control Board have
22 approved such Reclaimed Water for said uses, Watermaster
23 has given prior notice to all parties of its intention to
24 use said Reclaimed Water for such purposes, held noticed
25 hearings thereon, and approves such uses. Reclaimed Water
26 used by Watermaster as Supplemental Water for said purposes
27 shall not be a violation of Sections 3 (b) or 3 (c) of
28 Exhibit "H" hereto. (Amended 4/2/91)

1 (i) Contracts. To enter into contracts for the
2 performance of any administrative powers herein granted,
3 subject to approval of the Court.

4 (j) Cooperation With Existing Agencies. To act
5 jointly or cooperate with agencies of the United States and
6 the State of California or any political subdivision,
7 municipality or district to the end that the purposes of
8 the Physical Solution may be fully and economically carried
9 out. Specifically, in the event Upper District has
10 facilities available and adequate to accomplish any of the

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 (a) Watermaster shall develop an adequate and effective
21 Program of Basin management. The maintenance, improvement, and
22 control of the water quality and quantity of the Basin,
23 withdrawal and replenishment of supplies of the Basin and
24 Relevant Watershed, and the utilization of the water resources
25 thereof, must be subject to procedures established by
26 Watermaster in implementation of the Physical Solution
27 provisions of this Judgment. All Watermaster programs and
28 procedures shall be adopted only after a duly noticed public

1 hearing pursuant to Sections 37 and 40 of the Amended Judgment
2 herein.
3 (Amended 1/29/91)

4 (b) Watermaster shall have the power to control pumping
5 within the Basin by water Producers therein for Basin cleanup
6 and water quality control so that specific well production can
7 be directed as to a lesser amount, to total cessation, as to an
8 increased amount, and even to require pumping in a new location
9 in the Basin. Watermaster's right to regulate pumping
10 activities of Producers shall be subordinate to any conflicting
11 Basin cleanup plan established by the EPA or other public
12 governmental agency with responsibility for ground water
13 management or clean up, whether existing at the time of this
14 Judgment or subsequent hereto. (Amended 2/24/92)

15 (c) Watermaster may act individually or participate with
16 others to carry on technical and other necessary investigations
17 of all kinds and collect data necessary to carry out the herein
18 stated purposes. It may engage in contractual relations with
19 the EPA or other agencies in furtherance of the clean up of the
20 Basin and enter into contracts with agencies of the United
21 States, the State of California, or any political subdivision,
22 municipality, or district thereof, to the extent allowed under
23 the applicable federal or state statutes. Any cooperative
24 agreement between the Watermaster and EPA shall require the
25 approval of the appropriate Agency(s) of the State of
26 California. (Amended 1/21/91)

27 (d) For the regulation and control of pumping activity in
28 the Basin, Watermaster shall adopt Rules and Regulations and

1 programs to promote, manage and accomplish clean up of the Basin
2 and its waters, including, but not limited to, measures to
3 confine, move, and remove contaminants and pollutants. Such
4 Rules and Regulations and programs shall be adopted only after a
5 duly Noticed Public Hearing by Watermaster and shall be subject
6 to Court review pursuant to Section 37 of the Amended Judgment
7 herein. (Amended 1/21/91)

8 e) Watermaster shall determine whether funds from local,
9 regional, state or federal agencies are available for regulating
10 pumping and the various costs associated with, or arising from
11 such activities. If no public funds are available from
12 local, regional, state, or federal agencies, the costs shall be
13 obtained and paid by way of an In-Lieu Assessment by Watermaster
14 pursuant to Section 10 (j) of the Amended Judgment herein.

15 Provided such In-Lieu Assessments become necessary, the costs
16 shall be borne by all Basin Producers. (Amended 1/21/91)

17 (f) Watermaster is a Court empowered entity with limited
18 powers, created pursuant to the Court's Physical Solution
19 Jurisdiction under Article X, Section 2 of the California
20 Constitution. None of the powers granted herein to Watermaster
21 shall be construed as designating Watermaster a political
22 subdivision of the State of California or authorizing
23 Watermaster to act as "lead agency" to administer the federal
24 Superfund for clean up of the Basin. (Amended 1/21/91)

25 41. General Pattern of Contemplated Operation. (Prior
26 Judgment Section 33) In general outline (subject to the
27 specific provisions hereafter and to Watermaster Operating
28 Criteria set forth in Exhibit "H"), Watermaster will determine

1 annually the Operating Safe Yield of the Basin and will notify
2 each Pumper of his share thereof, stated in acre feet per Fiscal
3 Year. Thereafter, no party may Produce in any Fiscal Year an
4 amount in excess of the sum of his Diversion Right, if any, plus
5 his Pumper's Share of such Operating Safe Yield, or his

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6 Attorney for Watermaster

7 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

8 UPPER SAN GABRIEL VALLEY)
9 MUNICIPAL WATER DISTRICT,)
10)
11) No. 924128

12 Plaintiff,)
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AMENDED JUDGMENT

(And Exhibits Thereto)

HONORABLE FLORENCE T. PICKARD

Assigned Judge Presiding

DEPARTMENT 38

August 24, 1989

AMENDED JUDGMENT
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Identified With Prior Judgment
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EXHIBITS

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

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3	"C" -- Table Showing Base Annual Diversion Rights	
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15	Calendar Year 1989 (New)	

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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

9
10 UPPER SAN GABRIEL VALLEY }
11 MUNICIPAL WATER DISTRICT, } No. 924128
12 Plaintiff, } AMENDED JUDGMENT

13 vs. }
14 CITY OF ALHAMBRA, et al., }
15 Defendants. }

Hearings: August 24, 1989
Department 38, 9:30 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. UNDISPUTED FACTS 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 Thereof),
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 11.5 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 hercof, 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-Line 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 385.7.
24 (l) Long Beach Case -- Los Angeles Superior Court
25 Civil Action No. 722547, 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".

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

(o) Minimal Producer -- Any party whose production in any fiscal year does not exceed five (5) acre feet.

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

(q) Operating Safe Yield -- The quantity of water which the Watermaster determines hereunder may be pumped from the Basin in a particular fiscal year, free of the Replacement Water Assessment under the Physical Solution herein.

(r) Overdraft -- A condition wherein the total annual production from the Basin exceeds the Natural Safe Yield thereof.

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

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

(u) Prescriptive Pumping Right -- (Prior Judgment

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

(v) Producer or Producer's Share -- (Prior Judgment Section 4 (u)) To Pump or Divert water.

(w) Produced -- (Prior Judgment Section 4 (vi) A party who produces water.

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

(y) Pump or Pumping -- (Prior Judgment Section 4 (x)) To extract ground water from the Basin by pumping or any other method.

(z) Pumper -- (Prior Judgment Section 4 (y)) Any party who pumps water.

(aa) Pumper's Share -- (Prior Judgment Section 4 (z)) A Pumper's right to a percentage of the entire Natural Safe Yield, Operating Safe Yield and appurtenant ground water storage.

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

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

1 (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 1 (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 vs. 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.

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.

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 D. 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 15 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 Thereby. 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 Divertor 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 Divertor'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 Pumpsers' 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.

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

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

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

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

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

D. CONTINUING JURISDICTION

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

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

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 (5) 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 NWD as to
8 its Special Category Rights.

9 E. WATERMASTER

10 28. Watermaster Lo Administrator 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 (4) 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 (n) 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 flows 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 novis 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 Objectives. (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 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 Operations. (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 4-f. Repeals 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 (c) 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 N.T.S.A 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 41)
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 Replenishment 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 17) 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 Basin 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 MWB and San Gabriel Valley
8 Protective Association under State Water Rights Permits Nos.
9 7174 and 7175, respectively.

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

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

14 DATED: August 24, 1989.

15
16 s/ Florence T. Pickard
17 Florence T. Pickard, Judge
Specially Assigned

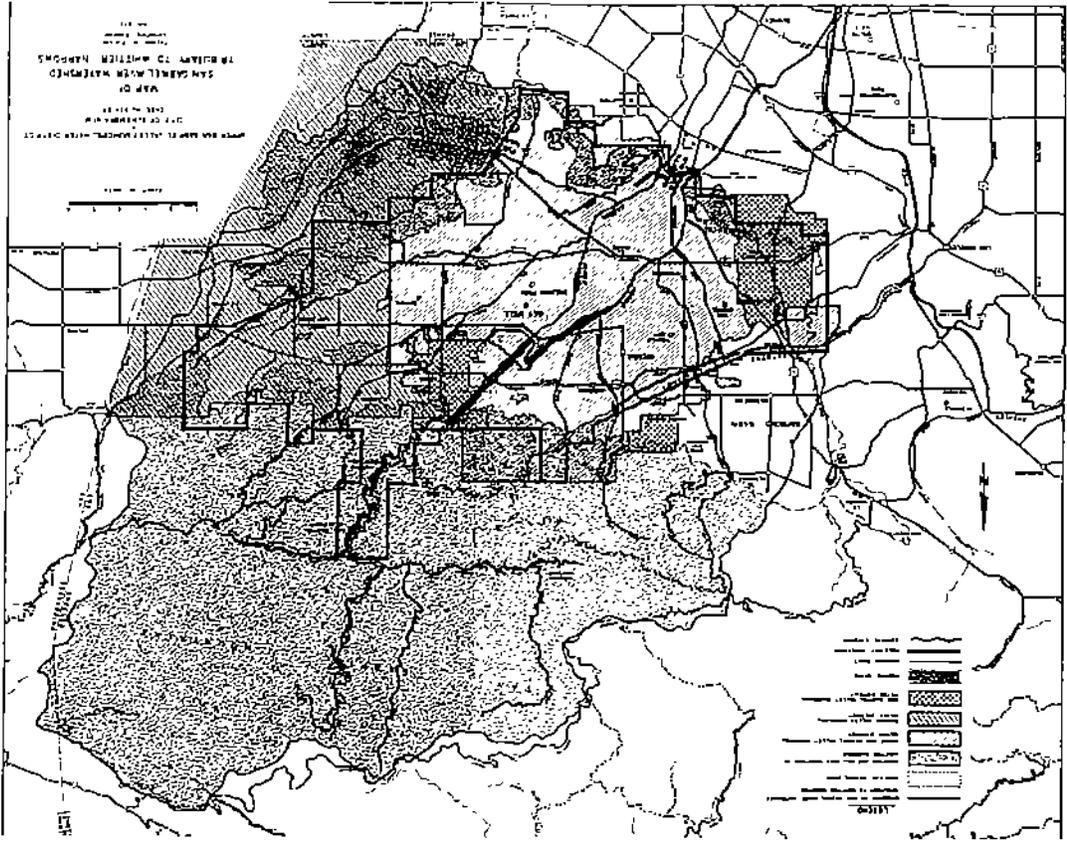


Exhibit "P"

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 Northeast 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;

Exhibit "B"
B - 3

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 87° 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 9,500 feet; Thence South a distance of 1,500 feet;

Exhibit "B"
B - 4

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;

Exhibit "B"
B - 5

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;

Exhibit "B"
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Exhibit "C"

TABLE
SHOWING BASE
ANNUAL DIVERSION
RIGHTS OF CERTAIN
DIVERTERS

	Base Annual Diversion Right <u>ACFE-Feet</u>
Covell, Ralph (Successor to Rittenhouse, Catherine and Rittenhouse, James)	2.12
Haddock, 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>

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

Thence North 64° 30' East to an intersection with the
West line of Section 23, Township 1 North, Range 11 West;

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

Exhibit "D"

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

Pumper	Prescriptive Pumping Right ---Acres-Feet	Pumper's Share Percent (%)	Pumper's Share %	Pumper's Share %	Prescriptive Pumping Right ---Acres-Feet	Pumper's Share %
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, Herculio 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	4.68137				
Associated Southern Investment Company (Transferred to Southern California Edison Company)	60.90 <u>951.00</u> 8,361.90	0.03081 0.48119 4.23099				
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				
Bahnson & Beckman Ind., Inc. (Transferred to Woodland, Richard)	0	0				
Baldwin Park County Water District (See Valley County Water District)						
Banks, Gale C. (Successor to Doyle, Mr. and Mrs.; and Yadruaga, 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 0.05060 0.10120				
Cul 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>	<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 73.50 256.85 <u>19.00</u> 11,416.68	5.57839 0.02150 0.03719 0.12997 <u>0.00951</u> 5.77666	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
California Materials Company	0	0	Covina, City of (Transferred to Covina Irrigating Company) (Transferred to Covinn Irrigating Company)	2,507.89 1,734.00 <u>308.00</u> 473.89	1.26895 0.8727 <u>0.15179</u> 0.23979
Cantrill Mutual Water Company (Transferred to California Domestic Water Co.)	0	0	Covina-Valley Unified School District (Transferred to Anderson, Ray)	0	0
Cedar Avenue Mutual Water Company	121.10	0.06127	Crevolin, A. J.	2.25	0.00114
Champion Mutual Water Company	147.68	0.07472	Crocker National Bank, Executor of the Estate of A. V. Handorf (Transferred to Modern Accent Corp.)	0	0
Chronis, Christine (See Polopoulos, et al.)	-	-	Cross Water Company (Transferred to City of Industry)	0	0
Clayton Manufacturing Company	511.80	0.25896	Crown City Plating Company (Successor to Anchor Plating Co., Inc.)	190.00 <u>10.00</u> 200.00	0.09614 0.00506 0.10120
Collison, E. O.	0	0	Davidson Optronics, Inc.	22.00	0.01113
Comby, Erma M. (See Wilmott, Erma M.)	-	-	Daves, Mary Kay (Successor to Bahnsen, Betty M.)	411.90	0.22357
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	Del Rio Mutual Water Company	199.00	0.10069
Consolidated Rock Products Co. (See Conrock Company)	-	-	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
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> 0.27077	Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs. (Successor to Sawpit Farms, Ltd.) (Transferred to Banks, Gale C.)	0	0
County Sanitation District No. 18 of Los Angeles County	4.50	0.00228	Driftwood Dairy	163.80	0.08288
			Duhalde, L. (Transferred to El Monte Union High School District)	0	0

<u>Pumper</u>	<u>Prescriptive Pumping High Acre-feet</u>	<u>Pumper's Share %</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	0	0
Dunning, Vera H. (Transferred to George Dunning)	-	-	0	0
East Pasadena Water Company, Ltd.	1,407.69	0.71227	0	0
Eckis, Rollin (Successor to Sarpit Farms, Ltd.) (Transferred to City of Monrovia)	0	0	0	0
El Encanto Properties (Transferred to La Puente Valley County Water District)	0	0	0	0
El Monte, City of	2,784.23	1.40878	0	0
El Monte Cemetary Association	18.50	0.00936	0	0
El Monte Union High School District (Successor to Duhaide, L.) (Transferred to City of Whittier)	0	0	0	0
Everett, Mrs. Alda B. (Held in common with Everett, W. B., Executor of the Estate of I. Worth Everett)	0	0	0	0
Everett, W. B., Executor of the Estate of I. Worth Everett (See Everett, Mrs. Alda B.)	-	-	71.70	0.03628
Faix, Inc. (Successor to Frank F. Pellissier & Sons, Inc.) (Transferred to Faix, Ltd.)	0	0	0	0
Faix, Ltd. (Successor to Faix, Inc.)	6,490.00	3.28384	0	0
First National Finance Corporation (Transferred to City of Arcadia)	0	0	0.75	0.00038
Fisher, Russell (Held in common with Hauch, Edward and Warren, Clyde) (Transferred to California Domestic Water Company)	0	0	0	0
Hauch, Edward (See Fisher, Russell)	0	0	0	0
Hamlock Mutual Water Company	0	0	166.00	0.08399

Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %	Pumper	Prescriptive Pumping Right Acre-feet	Pumper's Share %
Hollenbeck Street Water Company (Transferred to Suburban Water Systems)	0	0	Lakin, Kelly R. (See Covell, et al)	-	-
Hunter, Lloyd F. (Successor to R. Wade)	4.40	0.00223	Lakin, Kendall R. (See Covell, et al)	-	-
Hydro-Conduit Corporation	0	0	Landeros, John	0.75	0.00038
Industry Waterworks System, City of (Successor to Cross Water Company)	1,103.00	0.55810	La Grande Source Water Company (Transferred to Suburban Water Systems)	0	0
Industry Properties, Ltd. (Successor to A & E Plastik Pak Co., Inc.) (Transferred to California Domestic Water Co.)	0	0	Lang, Frank (Transferred to San Dimas-La Verne Recreational Facilities Authority)	0	0
J. F. Isbell Estate, Inc. (Transferred to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne)	0	0	La Puente Cooperative Water Company (Transferred to Suburban Water Systems)	0	0
Jerris, Helen (See Polopolus, et al)	-	-	La Puente Valley County Water District (Successor to El Encanto Properties)	1,097.00 <u>33.10</u> 1,130.10	0.55507 0.01590 0.57197
Jobe, Darr (See Covell, et al)	-	-	La Verne, City of (Successor to Fruit Street Water Co.)	250.00 <u>105.71</u> 355.71	0.12650 0.05310 0.17969
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>52.50</u> 437.50	0.18974 0.03162 0.22136	Lee, Paul M. and Ruth A.; Namyth, Virginia; Namyth, John Little John Dairy	0	0
Kirklen, Dawn L. (See Kirklen Family Trust)	-	-	Livingston-Graham, Inc.	1,824.40	0.92412
Kirklen, William R. (See Kirklen, Dawn L.)	-	-	Los Flores Mutual Water Company (Transferred to City of Monterey Park)	0	0
Kiyan, Hideo (Held in common with Kiyan, Hiro)	30.00	0.01518	Loucks, David	3.00	0.00152
Kiyan, Hiro (See Kiyan, Hideo)	-	-	Manning Bros. Rock & Sand Co. (Transferred to Conrock Company)	0	0
Knight, Kathryn M. (Successor to William Knight)	227.88	0.11540	Maple Water Company	118.50	0.05996
Knight, William (Transferred to Kathryn M. Knight)	0	0	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-foot</u>	<u>Pumper's Share %</u>	<u>PUMPER</u>	<u>Prescriptive Pumping Right Acre-foot</u>	<u>Pumper's Share %</u>
Miller Brewing Company (Successor to: Maechttien, Estate of J. J. Phillips, Alice B., et al)	111.01 151.50 <u>50.00</u> 312.51	0.05617 0.07666 0.02530 0.15813	Polopolus, et al (Successor to Polopolus, Steve) (Held in common with Chronis, Christine; Jerris, Helen; Penn, Margaret; Polopolus, John)	22.50	0.01138
Mission Gardens Mutual Water Company (Transferred to Gifford, Brooks, Jr.)	0	0	Polopolus, Steve (Transferred to Polopolus, et al)	-	-
Modern Accent Corporation (Successor to Crocker National Bank, Executor of the Estate of A. V. Handorf) (Transferred to California Domestic Water Co.)	0	0	Rados, Alexander (Held in common with Rados, Stephen and Rados, Walter)	43.00	0.02176
Monterey Park, City of (Successor to Los Flores Mutual Water Co.)	5,677.48 <u>25.50</u> 6,704.08	3.37870 0.01346 3.39216	Rados, Stephen (See Rados, Alexander)	-	-
Murphy Ranch Mutual Water Company (Transferred to Southwest Suburban Water)	0	0	Rados, Walter (See Rados, Alexander)	-	-
Namimatsu Farms (Transferred to California Cities Water Company)	0	0	Richwood Mutual Water Company	192.60	0.09745
Nick Tomovich & Sons	0.02	0.00001	Rincon Ditch Company	628.00	0.31776
No. 17 Walnut Place Mutual Water Co. (Transferred to San Gabriel Valley Water Company)	0	0	Rincon Irrigation Company	314.00	0.15888
Orange Production Credit Association	0	0	Rittenhouse, Catherine (Transferred to Covell, Ralph)	0	0
Owl Rock Products Co.	715.60	0.35208	Rittenhouse, James (Transferred to Covell, Ralph)	0	0
Pacific Rock & Gravel Co. (Transferred to: City of Whittier Rose Hills Memorial Park Association)	0	0	Rose Hills Memorial Park Association (Successor to Pacific Rock & Gravel Co.)	594.00 <u>200.00</u> 794.00	0.30055 0.10120 0.10175
Park Water Company (Transferred to Valley County Water District)	0	0	Rosemead Development, Ltd. (Successor to Thompson, Earl W.)	1.00	0.00051
Penn, Margaret (See Polopolus, et al)	-	-	Rurban Homes Mutual Water Company	217.76	0.11018
Pico County Water District	0.75	0.00038	Ruth, Roy	0.75	0.00038
Polopolus, John (See Polopolus, et al)	-	-	San Dimas-La Verne Recreational Facilities Authority (Successor to Lang, Frank) (Transferred to Kirkion, 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 Acres-feet</u>	<u>Pumper's Share %</u>	<u>Pumper</u>	<u>Prescriptive Pumping Right Acres-feet</u>	<u>Pumper's Share %</u>
San Gabriel Valley Municipal Water District	0	0	Southwestern Portland Cement Company (Successor to Azusa Western, Inc.)	742.00	0.37514
San Gabriel Valley Water Company (Successor to: Vallecito Water Co. No. 17 Walnut Place Mutual Water Co.)	16,659.00	8.42420	Speedway 605, Inc.	0	0
	2,867.00	1.45066	Standard Oil Company of California	2.00	0.00103
	21.50	0.01088	Sterling Mutual Water Company	120.00	0.06072
	19,547.50	9.89074	Stoody, Virginia A., Co-Trustee for the Estate of Winston F. Stoody (See Security Pacific National Bank, Co-Trustee)	-	-
Sawpit Farms, Limited (Transferred to: Eckis, Rollin Doyle and Mudruga)	0	0	Suburban Water Systems (Formerly Southwest Suburban Water) (Successor to: Hollenbeck Street Water Company La Grande Source Water Company La Puente Cooperative Water Co. Valencia Valley Water Company Victoria Mutual Water Company Cal Fir Murphy Ranch Mutual Water Co.)	20,462.47	10.35370
Schneiderman, Alan (See Birenbaum, Max)	-	-	Sully-Miller Contracting Company (Successor to Blue Diamond Concrete Materials Division, The Flintkote Co.)	1,399.33	0.70804
Schneiderman, Lydia (See Birenbaum, Max)	-	-	Sunny Slope Water Company	2,228.72	1.12770
Security Pacific National Bank, Co-Trustee for the Estate of Winston F. Stoody (See Stoody, Virginia A.) (Transferred to City of Whittier)	0	0	Taylor Herb Garden (Transferred to Covina Irrigating Company)	0	0
Sierra Madre, City of	0	0	Texasco, Inc.	50.00	0.02530
Sloan Ranches	129.60	0.06558	Thompson, Earl W. (Held in common with Thompson, Mary) (Transferred to Rosemead Development, Ltd.)	0	0
Smith, Charles	0	0	Thompson, Mary (See Thompson, Earl W.)	-	-
Snyder, Harry (See Covell, et al)	-	-	Tyler Nurseries	3.21	0.00162
Sonoco Products Company	311.60	0.15766	United Concrete Pipe Corporation (See U. S. Pipe & Foundry Company)	-	-
South Covina Water Service	992.30	0.50209			
Southern California Edison Company (Successor to: Associated Southern Investment Company)	155.25	0.07855			
	16.50	0.00835			
	171.75	0.08690			
Southern California Water Company, San Gabriel Valley District	5,773.00	2.92105			
South Pasadena, City of	3,567.70	1.80520			
Southwest Suburban Water (See Suburban Water Systems)	-	-			

<u>PUMPER</u>	<u>Prescriptive Pumping Right Acres-Feet</u>	<u>Pumper's Share %</u>	<u>PUMPER</u>	<u>Prescriptive Pumping Right Acres-Feet</u>	<u>Pumper's Share %</u>
U. S. Pipe & Foundry Company (Formerly United Concrete Pipe Corporation)	376.00	0.19025	Whittier, City of (Successor to: Grizzle, Liisa B.)	7,620.23	3.85572
Valencia Heights Water Company	861.00	0.43565	Pacific Rock and Gravel Co.) Security Pacific National Bank, Co-Trustee for the Estate of Winston F. Stoodly	184.00	0.09310
Valencia Valley Water Company (Transferred to Suburban Water Systems)	0	0	El Monte Union High School District Gifford, Brooks, Jr. Birenbaum, Max)	208.00	0.10524
Vallecito Water Company (Transferred to San Gabriel Valley Water Company)	0	0	Wigodsky, Estera (See Birenbaum, Max)	38.70	0.01958
Valley County Water District (Formerly Baldwin Park County Water District) (Successor to Park Water Company)	5,775.00 181.01 5,959.01	2.92206 0.09311 3.01517	Wilmott, Erma M. (Formerly Comby, Erma M.)	16.20	0.00820
Valley Crating Company	0	0	Wilson, Harold R. (See Grizzle, Liisa B.)	198.25	0.10031
Valley View Mutual Water Company	616.00	0.31169	Wilson, Sarah C. (See Grizzle, Liisa B.)	6.00	0.00304
Via, W. (See Via, H., Trust of)	-	-	Woodland, Frederick G.	8,271.38	1.18519
Via, H., Trust of (Formerly Via, H.)	46.20	0.02338	Woodland, Richard (Successor to: Bahson and Beckman Ind., Inc.)	-	-
Victoria Mutual Water Company (Transferred to Suburban Water Systems)	0	0	Totals for Exhibit "D"	840.50	0.42528
Wade, K. (Transferred to Lloyd F. Hunter)	0	0	Totals from Exhibit "E"	155,800.68	78.83276
Ward Duck Company	1,217.40	0.61599	GRAND TOTALS	38,526.25	19.54431
Warren, Clyde (See Fisher, Russell)	-	-		197,634.43	100.00000
W. E. Hall Company	0.20	0.00010			
White, June G., Trustee of the June G. White Share of the Garnier Trust (Successor to Denlon, Kathryn W., Trustee for the San Jose Ranch Company)	185.50	0.09386			

TABLE SHOWING
NON-CONSUMPTIVE USERS

Party	Nature of Right
Covina Irrigating Company Azusa Valley Water Company Azusa Agricultural Water Co. Azusa Foot-Hill Citrus Co. Monrovia Nursery Company	<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 (Duarle 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 of storm flow for regulatory purposes;</u> <u>Spreading and conservation for general benefit in streambeds, reservoirs and spreading grounds without the right to recapture said water.</u> <u>Maintenance and operation of dams and other flood control works.</u>

TABLE SHOWING
SPECIAL CATEGORY RIGHTS

Party	Nature of Right
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. 717d. (b) Prior and paramount right to divert 72 acre-feet annually to offset Morris Reservoir evaporation and seepage losses and to provide the water supply necessary for presently existing incidental Morris Dam facilities.
Los Angeles County Flood Control District (Now Los Angeles County Department of Public Works)	<u>Puddingstone Reservoir</u> Prior Prescriptive right to divert water from San Dimas Wash for storage in Puddingstone Reservoir in quantities sufficient to offset annual evaporation and seepage losses of the reservoir at approximate elevation 942.

EXHIBIT "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 pumps 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 pumps, their customers and all water users. Accordingly, Watermaster is authorized to gather information, make and review studies, and make recommendations on the feasibility of the use of reclaimed water for replacement purposes; provided that no reclaimed water shall be recharged in the Basin by Watermaster without the prior approval of the court, after notice to all parties and hearing thereon.

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

EXHIBIT "J"

PUENTE NARROWS AGREEMENT

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

A. RECITALS

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

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

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

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

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

B. DEFINITIONS AND EXHIBITS

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

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

(b) Base Underflow. The underflow through

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

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

(d) Puente Narrows. The subsurface geologic constricton 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"

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"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"

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

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

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

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

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

Exhibit "J"

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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"

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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, MOTHROCK & MANN
By [Signature]
Attorneys for Puente Agency

PUENTE BASIN AGENCY
By [Signature]
EDUARDO M. BIEDERMAN
President

Approved as to form:
By [Signature]
Attorney for Upper District

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT
By [Signature]
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:
[Signature]
Attorney for Walnut District

WALNUT VALLEY WATER DISTRICT
By [Signature]
J.P. BOURDET
Vice President

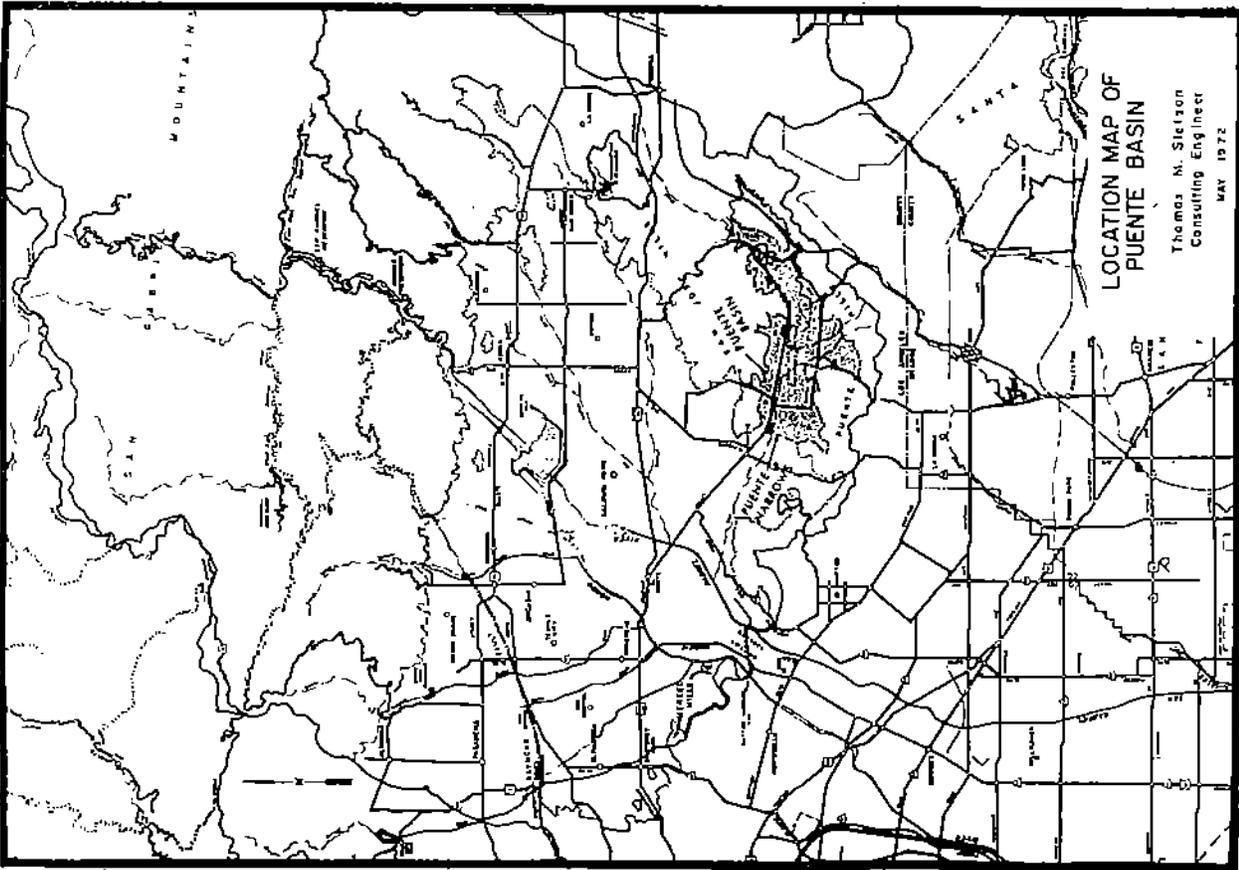
Approved as to form:
[Signature]
Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT
By [Signature]
President
Wm. A. Simmons

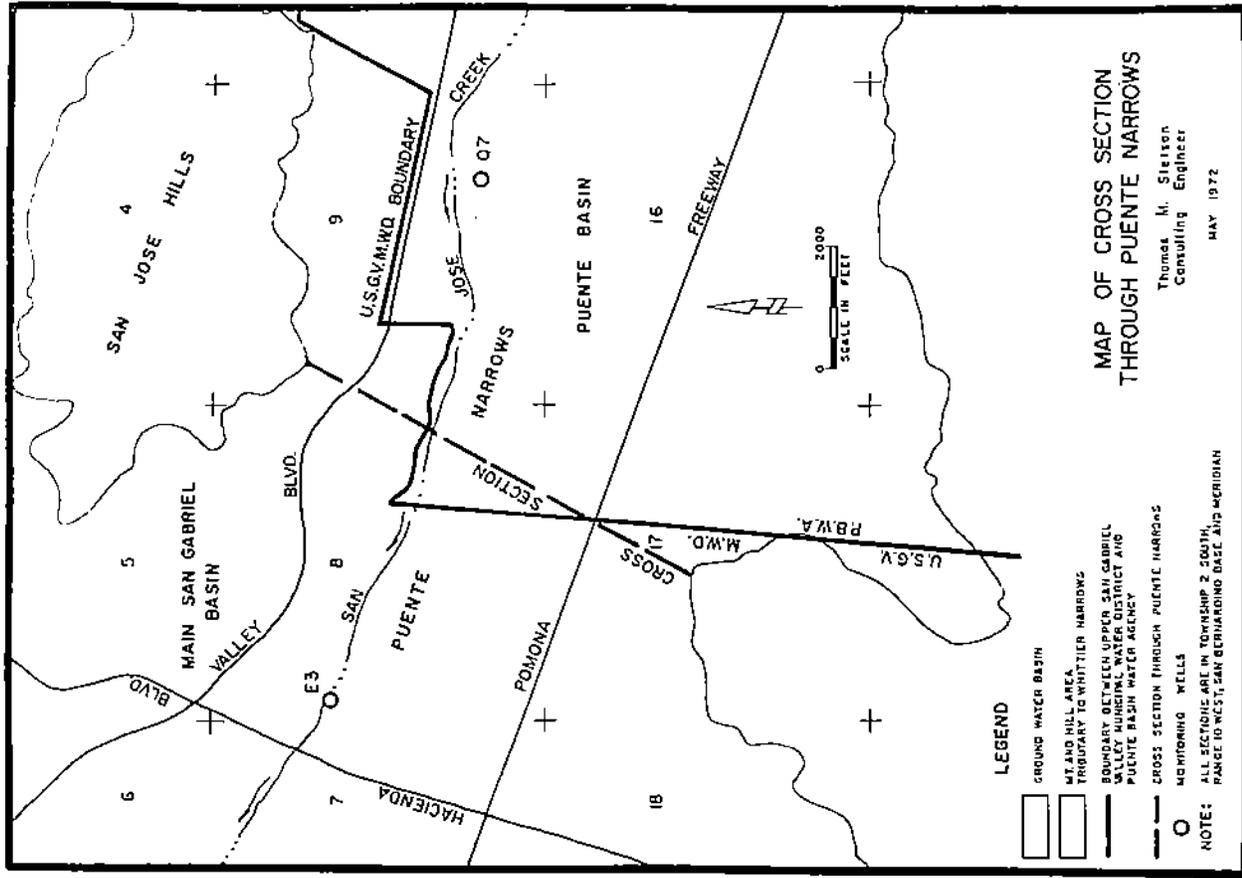
the accumulated subsurface outflow falls below the accumulated base underflow and the result thereof is an accumulated deficit in the Watermaster's annual accounting, Puente Agency agrees to provide make-up payments during the next year in an amount not less than one-third of the accumulated deficit.

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.



APPENDIX "A"
EXHIBIT "J"



APPENDIX "B"
EXHIBIT "J"

ENGINEERING CRITERIA

APPENDIX "C"

1. Monitoring Wells. The wells designated as State Wells No. 25/10W-9Q7 and 25/10W-8E3 and Los Angeles County Flood Control District Nos. 3079M and 3048A, 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"

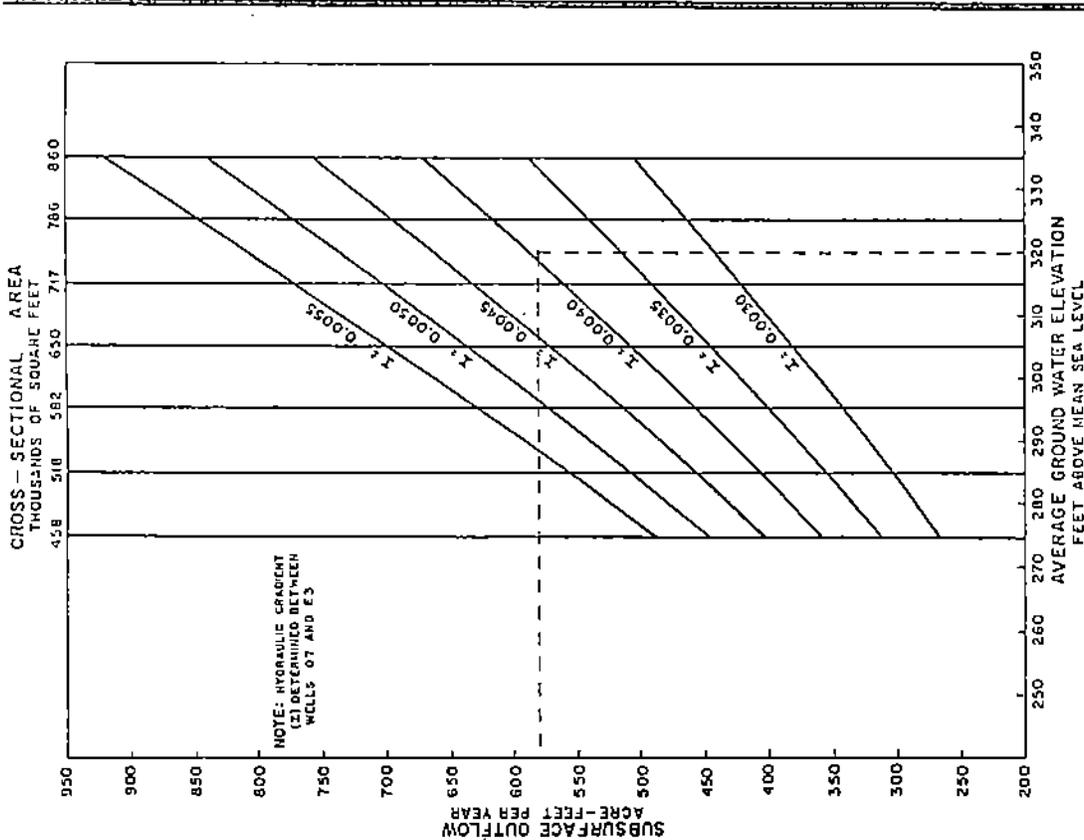
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cross section midway between the monitoring wells shall be the average of the ground water elevation at the two wells. This shall be determined for the spring and fall and the average annual ground water elevation calculated for the year.

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"

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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 Francisco, 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. 351, 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 Users:
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 RED-I-MIX CONCRETE, INC., a corporation	45.6 acre-feet per year
B. PRE-STRESS CRANE RIGGING & TRUCK CO., INC., a corporation	<u>11.0</u> acre-foot per year

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

Total	<u>50.1</u> acre-feet per year
IV. ANNUAL GROSS AMOUNT OF PRODUCTION FROM WHICH CONSUMPTIVE USE PORTIONS WERE DERIVED	183.65 acre-feet

LIST OF PRODUCERS AND THEIR DESIGNEES
June, 1989

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

<u>Producer Name</u>	<u>Designee</u>	<u>Producer Name</u>	<u>Designee</u>
Champion Mutual Water Company	Margaret Bauwens	Hartley, David	David Hartley
Chevron, USA, Inc.	Ms. Margo Bart	Hemlock Mutual Water Company	Bud Selander
Clayton Manufacturing Company	Don Jones	Hunter, Lloyd F.	Lloyd F. Hunter
Conrock Company	Gene R. Block	I	
Corcoran Brothers	Ray Corcoran	Industry Waterworks System, City of	Mary L. Jaureguy
County Sanitation District No. 18	Charles W. Curry	K	
Covell, et al.	Darr Jobe	Kiyan Farm	Mrs. Hideo Kiyan
Covell, Ralph	Ralph Covell	Kiyan, Hideo	
Covina, City of	Wayne B. Dowdey	Kirklen Family Trust	Dawn Kirklen
Covina Irrigating Company	William R. Temple	Knight, Kathryn H.	William J. Knight
Crevelin, A. J.	A. J. Crevelin	L	
Crown City Plating Company	N. G. Gardner	Landeros, John	John Landeros
D		La Puente Valley County Water District	Mary L. Jaureguy
Davidson Optronics, Inc.	James McBride	La Verne, City of	N. Kathleen Hamm
Dawes, Mary Kay	Mary Kay Dawes	Livingston-Graham	Gary O. Tompkins
Del Rio Mutual Water Company	Gonzalo Galindo	Los Angeles, County of	Robert L. Larson
Driftwood Dairy	James E. Dolan	Loucks, David	David Loucks
Dunning, George	George Dunning	M	
E		Maddock, A. G.	Ranney Draper, Esq.
East Pasadena Water Company	Robert D. Hraz	Machtlen, Trust of J. J.	Jack F. Machtlen
El Monte, City of	Robert J. Pinniger	Maple Water Company, Inc.	Charles King
El Monte Cemetery Association	Linn E. Magoffin	Martinez, Francis Mercy	Francis Mercy Marlinez
Faix, Ltd.	Henri F. Pellissier	Metropolitan Water District of Southern California	Fred Vendig, Esq.
F		Miller Brewing Company	Dennis G. Puffer
Glendora, City of	Arthur E. Cook	Mnoian, Paul, et al.	Mal Gatherer
Green, Walter	Dr. Walter Green	Monrovia, City of	Robert K. Sandwick
Hansen, Alice	Alice Hansen	Monrovia Nursery	Miles R. Rosedale
		Monterey Park, City of	Nels Palm

Producer Name	Designee	Product Name	Designee
Nick Tomovich & Sons <u>N</u>	Nick Tomovich	Southern California Water Company -San Dimas District	J. F. Young
Owl Rock Products Company <u>Q</u>	Peter L. Chiu	Southern California Water Company -San Gabriel Valley District	J. F. Young
Phillips, Alice B., et al. <u>P</u>	Juck F. Maechtlen	South Pasadena, City of	John Bernardi
Pico County Water District	Robert P. Fuller	Southwestern Portland Cement Company	Dale W. Heinock
Polopolus, et al.	Christine Chronis	Standard Oil Company of California	John A. Wild
Rados Brothers <u>R</u>	Alexander S. Rados	Sterling Mutual Water Company	Bennie L. Prouett
Richwood Mutual Water Company	Bonnie Pool	Suburban Water Systems	Anton C. Garnier
Rincon Ditch Company	K. E. Nungesser	Sully-Miller Contracting Company	R. R. Munro
Rincon Irrigation Company	K. E. Nungesser	Sunny Slope Water Company	Michael J. Hart
Rose Hills Memorial Park Association	Allan D. Smith	Taylor Herb Garden <u>T</u>	Paul S. Taylor
Rosemead Development, Ltd.	John W. Lloyd	Texaco, Inc.	E. O. Wakefield
Rurban Homes Mutual Water Company	George W. Bucey	Tyler Nursery	James H. Mitsumori, Esq.
Ruth, Roy	Roy Ruth	United Concrete Pipe Corporation <u>U</u>	Doyle H. Wadley
San Dimas - La Verne Recreational Facilities Authority <u>S</u>	R. F. Griszka	United Rock Products Corporation	William S. Capps, Esq.
San Gabriel Country Club	Fran Wolfe	Valencia Heights Water Company <u>V</u>	Herman Weskamp
San Gabriel County Water District	Philip G. Crocker	Valley County Water District (Formerly Baldwin Park County Water District)	Stanley D. Yarbrough
San Gabriel Valley Municipal Water District	Bob Stallings	Valley View Mutual Water Company	Robert T. Navarre
San Gabriel Valley Water Company	Robert H. Nicholson, Jr.	Via, H., Trust of <u>W</u>	Marverna Parlon
Sloan Ranches	Larry R. Sloan	Ward Duck Company	Richard J. Woodland
Sonoco Products Company	Elaine Corboy	W. E. Hall Company	Thomas S. Bunn, Jr., Esq.
South Covina Water Service	Anton C. Garnier	White, June G., Trustee	June G. Lovelady
Southern California Edison Company	S. R. Shermoen	Whittier, City of	Neil Hudson
		Wilmott, Erma M.	Erma M. Wilmott

Exhibit "N"

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 K. 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

Exhibit "N"
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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. Brny, Assistant Secretary-Assistant Treasurer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 2

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. NOELLER (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

Exhibit "Y"
H - 3

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. NOELLER (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. HANNING (Public Member)
L. E. NOELLER (Producer Member)

STAFF

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

Exhibit "M"
H - 4

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. NOELLER (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. NOELLER (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. NOELLER (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)
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ANTON C. GARNIER (Producer Member)
L. E. NOELLER (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. BERLIEK (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT I. 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. Bruy, 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. BERLIEK (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT I. BALCH (Producer Member)
DONALD F. CLARK (Public Member)
L. E. MOELLER (Producer Member)
REGINALD A. STONE (Producer Member)
ALFRED R. WITTIG (Public Member)

STAFF

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

Exhibit "M"
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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

Exhibit "N"
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FOR CALENDAR YEAR 1989

LENN 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.

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3 ALFRED E. SMITH, State Bar No. 186257
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15 JUN 21 2012

16 LOS ANGELES
17 SUPERIOR COURT

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

20 UPPER SAN GABRIEL VALLEY
21 MUNICIPAL WATER DISTRICT,
22 Plaintiff,

23 v.

24 CITY OF ALHAMBRA, et al.,
25 Defendants.

26 Case No. C 924 128

27 **ORDER ON PETITION
28 TO APPROVE JUDGMENT
29 AMENDMENTS**

30 Hearing
31 Date: June 21, 2012
32 Time: 9:30 a.m.
33 Place: Dept. 38

34 The Main San Gabriel Basin Watermaster's ("Watermaster") Petition to Approve
35 Judgment Amendments in this action came on regularly for hearing before this Court on June
36 21, 2012. Frederic Fudacz and Alfred Smith appeared for Watermaster. Other appearances
37 are as stated on the record.

38 UPON CONSIDERATION of the Watermaster's petition, memorandum of points
39 and authorities, declarations, exhibits, arguments of counsel and all other matters presented to
40 the Court; and for good cause shown:

41 IT IS HEREBY ORDERED:

42 Watermaster's petition is granted. The amendments to the Judgment in this
43 action proposed by Watermaster are hereby approved as follows:

44 **AMENDMENTS TO JUDGMENT SECTIONS:**

45 **The Judgment's definition of "Supplemental Water", Section 10(ff) is**
46 **amended to read:**

47 (ff) Supplemental Water— (Prior Judgment Section 4(ee))

48 Nontributary water imported through a Responsible Agency and
49 reclaimed water or water obtained from other available sources
50 when water is not available in a timely fashion from a Responsible
51 Agency.

52 **Section 26 is amended to read:**

53 Section 26. Injunction Against Transportation from Basin or
54 Relevant Watershed. (Prior Judgment Section 18) Except upon
55 further order of Court and except as provided in section 34(r)
56 herein, all parties, other than Transporting Parties and MWD in its
57 exercise of its Special Category Rights, to the extent authorized
58 therein, are **ENJOINED AND RESTRAINED** from transporting
59 water hereafter Produced from the Relevant Watershed or Basin
60 outside the areas thereof. For purposes of this Section, water
61 supplied through a city water system which lies chiefly within
62 the Basin shall be deemed entirely used within the Basin.
63 Transporting Parties are entitled to continue to transport water to
64 the extent that any Production of water by any such party does
65 not violate the injunctive revisions contained in Section 22
66 hereof; provided that said water shall be used within the present

1 service areas or corporate or other boundaries and additions
2 thereto so long as such additions are contiguous to the then
3 existing service area or corporate or other boundaries; except
4 that a maximum of ten percent (10%) of use in any Fiscal Year may
5 be outside said then existing service areas or corporate or other
6 boundaries. Notwithstanding the foregoing and without in any way
7 changing or limiting the Transporting Parties' entitlement to
8 transport water as set forth herein, any party may enter into an
9 agreement with Watermaster to store Supplemental Water and
10 export said stored Supplemental Water under specific terms and
11 conditions approved by Watermaster. Such storage and export
12 shall be subject to (1) a determination by Watermaster that no
13 material injury to the Basin or parties will result therefrom; (2)
14 execution of an agreement with Watermaster setting forth the terms
15 and conditions upon which water may be stored in or exported from
16 the Basin; and (3) compliance with Watermaster Rules and
17 Regulations respecting Basin storage and export.

18
19 **Section 29(d) is amended to read:**

20 Section 29(d): Appointment. All Watermaster nominations shall be
21 promptly certified to the Court, which will in ordinary course confirm
22 the same by an appropriate order appointing said Watermaster;
23 provided, however, that the Court at all times reserves the right and
24 power to refuse to appoint, or to remove, any member of
25 Watermaster. Notwithstanding section 27 herein, Watermaster
26 nominations may be promptly certified by the Court upon 10
27 calendar days' notice thereof, plus the time prescribed by statute
28 for service by mail, e-mail or other electronic means.

1
2
3 **Section 34(b) is amended to read:**

4 Section 34(b): Acquisition of Facilities: To purchase, own, lease,
5 acquire and hold, as trustee for the benefit of the Parties, all
6 necessary personal property and equipment, and such limited real
7 property such as office quarters, monitoring wells, the key well, and
8 other facilities necessary to fulfill Watermaster's basin management
9 responsibilities under this Judgment.

10
11 **Section 34(c) is amended to read:**

12 Section 34(c): Employment of Experts and Agents. To employ such
13 administrative personnel, engineering, geologic, accounting, legal,
14 public policy education or other specialized services (but not
15 including registered lobbyists) and consulting assistants as may be
16 deemed appropriate in the carrying out of its powers and to require
17 appropriate bonds from all officers and employees handling
18 Watermaster funds.

19
20 **Section 34(g) is amended to read:**

21 Section 34(g): Borrowing: To borrow in anticipation of receipt of
22 Assessment proceeds an amount not to exceed the annual amount
23 of Assessments levied but uncollected, or in accordance with the
24 provisions of Sections 45 and 46 hereto. Upon approval by the
25 Watermaster at its regularly scheduled public meeting, when
26 necessary to secure Supplemental Water, Watermaster may
27 borrow funds in excess of the annual amount of Assessments
28 levied but uncollected. Prior to borrowing funds, Watermaster shall
meet and confer with Responsible Agencies and seek their input.

1 Watermaster shall adopt Rules and Regulations specifying: (i) how
2 debt repayment will be allocated among the Parties; (ii) that
3 Watermaster obtain prior approval of the Court before incurring
4 debt that exceeds the total of one year's levied Assessments; and
5 (iii) such other matters as Watermaster deems appropriate for rules
6 and Regulations respecting the purchase of Supplemental Water
7 using debt.

8
9 **Section 34(h) is amended to read:**

10 Section 34(h): Purchase of and Recharge with Supplemental
11 Water. To purchase Supplemental Water and to introduce the same
12 into the Basin, including Reclaimed Water, for replenishment,
13 Replacement Water, and cyclic storage purposes in the Basin,
14 subject to the affirmative vote of six (6) members of
15 Watermaster, provided, the California Department of Public Health
16 and the Los Angeles Regional Water Quality Control Board have
17 approved such Reclaimed Water for said uses, Watermaster has
18 given prior notice to all parties of its intention to use said Reclaimed
19 Water for such purposes, held noticed hearings thereon, and
20 approves such uses. Reclaimed Water used by Watermaster as
21 Supplemental Water for said purposes shall not be a violation of
22 Sections 3(b) or 3(c) of Exhibit "H" hereto. (Amended 4/2/91)

23
24 **Section 34(j) is amended to read:**

25 Section 34(j): Cooperation with Existing Agencies. To act jointly or
26 cooperate with agencies of the United States and the State of
California or any political subdivision, municipality or district to the

end that the purposes of the Physical Solution may be fully and
economically carried out.

3
4 **Section 34(p) is added to the Judgment:**

5 Section 34(p): Authority to Sue. To prosecute litigation, engage in
6 dispute resolution and file *amicus curiae* briefs in furtherance of
7 Watermaster's responsibilities under this Judgment.

8
9 **Section 34(q) is added to the Judgment:**

10 Section 34(q): Public Policy Education. To perform public policy
11 education activities in furtherance of Watermaster's responsibilities
12 under this Judgment.

13
14 **Section 34(r) is added to the Judgment:**

15 Section 34(r): Export Agreements. Watermaster may fix terms and
16 conditions under which parties and non-parties may store
17 Supplemental Water in and export said stored Supplemental water
18 from the Basin.

19
20 **Section 36 is amended to read:**

21 Section 36: Reports. (Prior Judgment Section 28) Watermaster
22 shall annually file with the Court and mail to the parties a report of
23 all Watermaster activities during the preceding year, including an
24 audited statement of all accounts and financial activities of
25 Watermaster, summary reports of Diversions and Pumping, and all
26 other pertinent information. To the extent practical, said report shall
be mailed to all parties on or before November 1. The tables set
forth in Exhibits C, D, E, K, L and M are listed for reference

1 purposes only. Future updates to those exhibits shall be set forth in
2 the Watermaster annual report. In lieu of mailing the annual report,
3 Watermaster in its discretion may post the report on its website, mail
4 or e-mail a notice of availability to the parties, and/or provide a hard
5 copy of the report upon request. If a party does not have a valid e-
6 mail address or internet access, that party shall identify an
7 alternative method of service to be approved by Watermaster in its
8 sole discretion.

9
10 **Section 42 is amended to read:**

11 Section 42: Basin Operating Criteria. (Prior Judgment Section 34)
12 Until further order of the Court, Watermaster shall recharge
13 Replacement Water in accordance with the Watermaster Operating
14 Criteria and, insofar as practicable, to maintain the water level at
15 the Key Well above Elevation two hundred (200).

16
17 **Section 44 is amended to read:**

18 Section 44: Reports of Pumping and Diversion. (Prior Judgment
19 Section 36) Each party shall file with the Watermaster quarterly, on
20 or before the last day of January, April, July and October, a report
21 on a form to be prescribed by Watermaster showing the total
22 Pumping and Diversion (separately for Direct Use and for non-
23 consumptive use, if any) of such party during the preceding
24 calendar quarter.

25
26 **Section 45 of the Judgment is amended to read:**

27 Section 45: Assessments — Purpose (Prior Judgment Section 37)

28

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1 (a) Statement of Authority and Need for Flexibility: Watermaster
2 shall have the power to levy and collect Assessments from the
3 parties (other than non- consumptive users, or Production under
4 Special Category Rights or Cyclic Storage Agreements) based upon
5 Production during the preceding Fiscal Year. Assessments on
6 Minimal Producers will apply only to (1) existing parties who
7 become Minimal Producers in the future; and (2) Minimal
8 Producers who intervene after June 21, 2012. Because
9 Supplemental Water may not be available for extended periods of
10 time, Watermaster requires flexibility with respect to the
11 procedures for purchasing Supplemental Water supplies, as and
12 when those supplies become available. This Judgment is a
13 physical solution entered pursuant to California Constitution Article
14 X, Section 2, which recognizes that the timing and amount of
15 Watermaster Assessments for Replacement Water costs must be
16 determined in light of this uncertainty. This Judgment therefore
17 grants Watermaster the flexibility and discretion necessary to
18 purchase and pre-purchase Supplemental Water and levy
19 assessments in an appropriate and equitable manner and amount
20 to maximize the opportunities to secure necessary Supplemental
21 Waters in the best interest of the parties and the long-term
22 sustainability of the Basin. In accordance with Rules and
23 Regulations adopted by Watermaster, to further enhance flexibility,
24 Watermaster may borrow money from any available fund
25 maintained by it for purposes other than Replacement Water
26 purchases, or use accrued funds, to purchase Supplemental Water.
27 (b) Authorized Assessments: Said Assessments may be for one
28 or more of the following purposes:

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1 (1): Watermaster Administration Costs. (Former Section 45 (a))
2 Within thirty (30) days after completion of the hearing on the
3 Preliminary Determination of the Operating Safe Yield of the Basin
4 and Watermaster's determination thereof, pursuant to Section 43
5 hereof, Watermaster shall adopt a proposed budget for the
6 succeeding Fiscal Year and shall mail a copy thereof to each party,
7 together with a statement of the level of Administration Assessment
8 levied by Watermaster which will be collected for purposes of
9 raising funds for said budget. Said Assessment shall be uniformly
10 applicable to each acre foot of production.

11 (2): Replacement Water Costs. (former Section 45(b))
12 Replacement Water Assessments shall be collected from each
13 party on account of such party's production in excess of its
14 Diversion Rights, Pumper's Share or Integrated Production Right,
15 and on account of the consumptive use portion of Overlying Rights,
16 computed at the applicable rate established by Watermaster
17 consistent with the Watermaster Operating Criteria, and other
18 relevant factors, including the projected cost and availability of
19 Supplemental Water supplies. Subject to Rules and Regulations
20 adopted by Watermaster, Watermaster Replacement Water
21 Assessment rates may be in an amount calculated to allow
22 Watermaster to purchase more than one acre-foot of Supplemental
23 Water for each acre-foot of excess Production to which such
24 Assessment applies, when such purchases are necessary to
25 secure Supplemental Water supplies for the benefit of the Basin
26 and parties.

27 (3): Make-Up Obligation. (former Section 45(c)) An Assessment
28 shall be collected equally on account of each acre foot of

1 Production, which does not bear a Replacement Assessment
2 hereunder, to pay all the necessary costs of Administration and
3 satisfaction of the Make-Up Obligation. Such assessment shall not
4 be applicable to water Production for an Overlying Right.
5 (4): In-Lieu Water Cost. (former Section 45(d)) Watermaster may
6 levy an Assessment against all Pumping to pay reimbursement for
7 In-Lieu Water Costs except that such Assessment shall not be
8 applicable to the non-consumptive use portion of an Overlying
9 Right.

10 (5): Basin Water Quality Improvement. (former Section 45(e)) For
11 purposes of testing, protecting or improving the water quality in the
12 Basin, Watermaster may, after a noticed hearing thereon, fix terms
13 and conditions under which it may waive all or any part of its
14 Assessments on such ground water Production and if such
15 Production, in addition to his other Production, does not exceed
16 such Producer's Share or entitlement for that Fiscal Year, such
17 stated Production shall be allowed to be carried over for a part of
18 such Producer's next Fiscal Year's Producer's Share or entitlement.
19 In connection therewith, Watermaster may also waive the
20 provisions of Section 25, 26, and 57 hereof, relating to Injunction
21 Against Unauthorized Recharge, Injunction Against Transportation
22 From Basin or Relevant Watershed, and Intervention After
23 Judgment, respectively. Nothing in this Judgment is intended to
24 allow an increase in any Producer's annual entitlement nor to
25 prevent Watermaster, after hearing thereon, from entering into
26 contracts to encourage, assist and accomplish the clean up and
27 improvement of degraded water quality in the basin by non-parties
28 herein. Such contracts may include the exemption of the

1 Production of such Basin water therefor from Watermaster
2 Assessments and, in connection therewith, the waiver of the
3 provisions of Judgment Sections 25, 26, and 57 hereof.
4 (6). Export and Storage. Watermaster shall levy an assessment to
5 account for costs, burdens or losses incurred in connection with
6 such exported or stored water, including a fee for storage
7 administration. Such storage or export shall be subject to (1) a
8 determination by Watermaster that no material injury to the Basin or
9 parties will result therefrom; (2) execution of an agreement with
10 Watermaster setting forth the terms and conditions upon which
11 water may be stored in or exported from the Basin; and (3)
12 compliance with Watermaster Rules and Regulations respecting
13 Basin storage and export.

14 (7). Water Resource Development Assessment. Watermaster may
15 levy an Assessment on all Pumping, as determined through Rules
16 and Regulations to be adopted by the Watermaster, to support the
17 purchase, financing, and/or development of new or additional
18 Supplemental Water sources, in cooperation with one or more
19 Responsible Agencies as appropriate.

20 **Section 46(a) of the Judgment is amended to read:**

21 Section 46(a): Levy and Notice of Assessment. Within thirty (30)
22 days of Watermaster's annual determination of Operating Safe
23 Yield of the Basin for each Fiscal Year and succeeding four (4)
24 Fiscal Years, and at such other time[s] of the year as determined
25 by Watermaster, Watermaster shall levy applicable Administration
26 Assessments, Replacement Water Assessments, Make-Up Water
28 Assessments, In-Lieu Water Assessments, and Water Resource

1 Development Assessments, if any. Watermaster shall give written
2 notice of all applicable Assessments to each party on or before
3 August 15, of each year, and at such other time[s] as determined
4 by Watermaster. To provide flexibility and maximize the
5 opportunity to secure Replacement Water supplies when available,
6 in accordance with criteria set forth in the Watermaster Rules and
7 Regulations, Watermaster may levy supplemental assessments as
8 necessary to create sufficient funds to purchase and pre-purchase
9 such Replacement Water supplies for the benefit of the Basin and
10 parties.

11 **Section 47 of the Judgment is amended to read:**

12 Section 47: Availability of Supplemental Water from Responsible
13 Agencies. (Prior Judgment Section 39) If any Responsible Agency
14 shall, for any reason, be unable to deliver Supplemental Water to
15 Watermaster in a timely fashion when needed, Watermaster may
16 (1) collect funds at an appropriate level and hold them in trust,
17 together with interest accrued thereon, for purchase of such water
18 when available; (2) purchase water from the remaining Responsible
19 Agencies which are the most beneficial and appropriate sources
20 observing all legal and contractual constraints on the availability of
21 such water; or (3) purchase Supplemental Water from any other
22 available source. Watermaster shall consult with the Responsible
23 Agencies involved and in good faith shall determine the appropriate
24 source of Supplemental Water under such circumstances. Should
25 Watermaster arrange to purchase Supplemental Water from a
26 source not involving a Responsible Agency, Watermaster shall
28 provide the Responsible Agencies an opportunity to provide said

1 Supplemental Water or comparable water supplies on comparable
2 terms.

3 **Section 50 is amended to read:**

4 Section 50. Minimal Producers. (Prior Judgment Section 42) In
5 the interest of Justice, Minimal Producers who initiated
6 production on or before June 21, 2012, are exempted from the
7 operation of this Physical Solution, so long as such party's
8 annual Production does not exceed five (5) acre feet.

9 Watermaster may require, and Minimal Producers shall furnish,
10 specific periodic reports. In addition, Watermaster may conduct
11 such investigation of future operations of any Minimal Producer as
12 may be appropriate. As of June 21, 2012, there shall be no new
13 Minimal Producers, and any new Producer shall be subject to all
14 provisions of the Judgment.

15 **Section 53 is deleted.**

16 **Section 54 is amended to read:**

17 Section 54. Service Upon and Delivery to Parties of Various Papers.
18 (Prior Judgment Section 46) Service of the Judgment on those
19 parties who have executed the Stipulation for Judgment shall be
20 made by first class mail, postage prepaid, addressed to the
21 Designee and at the address designated for that purpose in the
22 executed and filed counterpart of the Stipulation for Judgment, or in
23 any substitute designation filed with the Court.

24 Each party who has not heretofore made such a designation shall,
25 within thirty (30) days after the Judgment shall have been served
26

27 upon that party, file with the court, with proof of service of a copy
28 thereof upon Watermaster, a written designation of the person to
whom and the address at which all future notices, determinations,
requests, demands, objections, reports and other papers and
processes to be served upon that party or delivered to that party
are to be so served or delivered.

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

4 Delivery to or service upon any party by Watermaster, by any
other party, or by the Court, of any item required to be served upon
or delivered to a party under or pursuant to the Judgment may be
made by deposit thereof (or by copy thereof) in the mail, first class,
postage prepaid, addressed to the Designee of the party and at the
address shown in the latest designation filed by that party. In lieu of
mailing any item required to be served under this Judgment,

6 Watermaster may serve such item by electronic service, which may
include posting the document to Watermaster's website, sending an
email of the document to that party, or sending a notice of
availability to that party indicating the document's availability for
viewing on the Watermaster website. If a party does not have a
valid e-mail address or internet access, that party shall identify an
alternative method of service to be approved by Watermaster in its
sole discretion.

7 Any party desiring to be relieved of receiving notices of
Watermaster activity may file a waiver of notice on a form to be

1 provided by Watermaster. Thereafter such party shall be removed
2 from the active party service list and not receive any notices
3 required under this Judgment. The parties have a duty to keep
4 Watermaster informed of their current e-mail and mailing
5 addresses. If mail or e-mail is returned undeliverable to
6 Watermaster for an incorrect address, Watermaster in its sole
7 discretion may remove that party from the active party service list.

8 **AMENDMENTS TO JUDGMENT EXHIBITS:**

9 **The first paragraph of Judgment Exhibit H, Section 2, is amended to read:**

10 2. Operating Safe Yield and Spreading. Watermaster, in
11 determining Operating Safe Yield and the importation of
12 Replacement Water shall be guided by water level elevations in the
13 Basin. He shall give recognition to, and base his operations on, the
14 following general objectives, insofar as practicable and subject to
15 Section 47 of the Judgment:

16 **Exhibit H(3)(d) is added to the Judgment:**

17 Exhibit H(3)(d): Purchased Water Plan: On or before November 1
18 of each year, Watermaster shall prepare and distribute to the
19 Responsible Agencies a three-year projection of its supplemental
20 water purchases from each agency. Watermaster shall, to the
21 extent feasible, coordinate the tentative schedule for delivery and
22 payment of those purchases with each agency.

23 **Exhibit H(4) to the Judgment is amended to read:**

24 Exhibit H(4): Replacement Assessment Rates. The Replacement
25 Assessment rates may be in an amount calculated to allow
26 Watermaster to purchase more than one acre-foot of Supplemental
27 Water for each acre-foot of excess Production to which such
28 Assessment applies, when such purchases are prudent in order to
29 secure necessary Supplemental Water supplies for the benefit of
30 the Basin and parties. In accordance with Rules and Regulations
31 adopted by Watermaster, to the extent Watermaster purchases
32 more than one acre-foot of Supplemental Water for each acre-foot
33 of excess Production to which such Assessment applies, a credit
34 shall be issued to the affected producers at the time such excess
35 water is purchased.

36 DATED: **JUN 21 2012**

37 **MAUREEN DUFFY-LEWIS**

38 The Honorable Maureen Duffy-Lewis
39 Los Angeles Superior Court

APPENDIX D

Location of the Main San Gabriel Basin

The San Gabriel Valley is located in southeastern Los Angeles County and is bounded on the north by the San Gabriel Mountains, on the west by the San Rafael and Merced Hills, on the south by the Puente Hills and the San Jose Hills, and on the east by a low divide between the San Gabriel River system and Upper Santa Ana River system. The San Gabriel River, and its distributary, the Rio Hondo, drain an area of about 490 square miles upstream of Whittier Narrows. Whittier Narrows is a low gap between the Merced and Puente Hills, just northwest of the City of Whittier, through which the San Gabriel River and the Rio Hondo flow to the coastal plain of Los Angeles County. Whittier Narrows is a natural topographic divide and a subsurface restriction to the movement of ground water between the Main San Gabriel Basin and the Coastal Plain. Of the approximate 490 square miles of drainage area upstream of Whittier Narrows, about 167 square miles are valley lands and about 323 square miles are mountains and foothills.

The Main San Gabriel Basin (Basin) includes essentially the entire valley floor of San Gabriel Valley with the exception of the Raymond Basin and Puente Basin, as shown on Figure 2. The boundaries of the Basin are the Raymond Basin on the northwest, the base of the San Gabriel Mountains on the north, the groundwater divide between San Dimas and La Verne and the lower boundary of the Puente Basin on the east, and Whittier Narrows on the southwest.

The Basin is a large groundwater basin replenished by stream runoff from the adjacent mountains and hills, by rainfall directly on the surface of the valley floor, subsurface inflow from Raymond Basin and Puente Basin, and by return flow from water applied for overlying uses. Additionally, the Basin is replenished with imported water. The Basin serves as a natural storage reservoir, transmission system and filtering medium for wells constructed therein.

There are three municipal water districts overlying and partially overlying the Basin. The three districts are Upper San Gabriel Valley Municipal Water District (USGVMWD),

San Gabriel Valley Municipal Water District (SGVMWD) and Three Valleys Municipal Water District (TVMWD). Boundaries of these water districts are shown on Figure 3.

Sources of Water Supply to Producers

Water producers within the Basin obtain their water supplies from a combination of groundwater production, diversion of surface runoff from the San Gabriel River system and/or purchase of imported water. The following sections identify and describe the various water resources available to producers.

The Main San Gabriel Basin Judgment¹ (Judgment) was entered on January 4, 1973 (See Appendix D). The Judgment is administered by a nine-member Court-appointed board -- six members are nominated by water producers in the Basin and three are public members with two nominated by water producers in the Basin and three are public members with two nominated by USGVMWD and one by SGVMWD. The board is called the Main San Gabriel Basin Watermaster (Watermaster). The Watermaster files a report on Basin operations with the Court. The Twenty-Ninth Annual Report of the Main San Gabriel Basin Watermaster was filed on November 1, 2001. The Watermaster operates on a fiscal year basis, July 1 to June 30. Selected provisions of the Basin Judgment are summarized below.

The adjudication included the relevant watershed of the Basin because surface water diversions from tributary streams affect the safe yield of the Basin. The rights adjudicated include: (1) Prescriptive Pumping Rights (groundwater only); (2) Base Annual Diversion Rights for surface diversions by those parties who do not also own prescriptive pumping rights; (3) Integrated Production Rights for those producers who hold both Diversion Rights and Prescriptive Pumping Rights enabling the designation of any portion of the annual combined production as surface diversion or groundwater production; (4) Special Category Rights, for storage of water in Morris and

¹Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al., Case No. 924128, Los Angeles County.

Puddingstone Reservoirs; (5) Non-Consumptive Use Rights mainly for temporary storage of storm flows and for water spreading operations; and (6) Overlying Consumptive Use Rights.

Each producer must report water production to Watermaster at the end of each calendar quarter. All production is metered. Watermaster tests meters at least once every two years.

Groundwater

The prescriptive pumping rights in the Basin were adjudicated on the basis of mutual prescription resulting in a specific quantity, in acre-feet, for each producer. Such rights were then converted to a pumper's share, expressed in percent of the aggregate of all prescriptive rights. Each year the producer is allowed to extract, free of Replacement Water assessment, the proportional share (pumper's share) of the Operating Safe Yield. Any producer can extract all the water required for beneficial use. If the extraction is less than the producer's pumper's share, the unused portion of the right in a given fiscal year may be carried over for one fiscal year. The first water produced in the succeeding fiscal year is deemed to be such carried over right. The portion of such extraction, which exceeds the sum of the producer's share of Operating Safe Yield, or any carry over rights or leased water rights, is assessed at a rate (Replacement Water assessment), which will purchase one acre-foot of Supplemental Water for each acre-foot of excess production.

Operating Safe Yield is the annual quantity of groundwater, which can be produced from the Basin without obligation for replacement with supplemental water (imported water). The quantity of adjudicated water rights of each producer is used to determine each producer's share of the Operating Safe Yield each year.

In May of each year Watermaster establishes the Operating Safe Yield for the ensuing fiscal year. This is done on the basis of, among other things, groundwater storage

conditions, seasonal rainfall and local water recharge, and water stored in local surface reservoirs. In order to provide sufficient storage capacity in the Basin to capture as much of the local water as practicable, the Judgment provides that supplemental water will not be spread in the main portion of the Basin when groundwater elevation at the Key Well exceeds 250 feet, and will be spread, insofar as practicable, to maintain that elevation above 200 feet.

If Basin storage is low, as indicated by the Key Well elevation, Operating Safe Yield is usually lowered so that more Replacement Water can be purchased to increase Basin storage. If Basin storage is relatively high, Operating Safe Yield is usually increased so that Replacement Water is reduced and Basin storage will be beneficially used.

The total fresh water storage capacity of the Basin is estimated to be about 8.7 million acre-feet. Of that, only the top 125 feet of storage, or about 1,000,000 acre-feet is considered to have been used in historic Basin operations. The change in groundwater elevation at the Baldwin Park Key Well (Key Well) is representative of changes in groundwater storage in the Basin. One foot of elevation change at the Key Well is roughly the equivalent of about 8,000 acre-feet of storage. The historic high groundwater elevation was recorded at approximately 329 feet in April 1916, while the historic low was recorded in December 2004 at approximately 196 feet. The Key Well hydrograph shown on Figure 4 (Annual Report) illustrates the cyclic nature of basin recharge and depletion. The hydrograph also illustrates the dramatic recharge capability of the Basin during wet periods.

Figure 4 graphically shows that since the adjudication, water was withdrawn from storage in the Main Basin between 1969 and 1977, and again between 1983 and 1991. Each time the Basin was rapidly recharged by above-average rainfall and recharge of storm water runoff.

The historic production from the Basin, including surface diversions, which are described below, along with water levels at the Key Well and Operating Safe Yield are shown on Table A. The historic low water level, prior to December 2004, was recorded

TABLE A

MAIN SAN GABRIEL BASIN ANNUAL OPERATING SAFE YIELD, PRODUCTION RIGHTS, WATER PRODUCTION AND REPLACEMENT WATER REQUIREMENTS (ACRE-FEET)

<u>FISCAL YEAR</u>	<u>KEY WELL ELEVATION IN FEET 1/</u>	<u>OPERATING SAFE YIELD</u>	<u>CARRY OVER RIGHTS FROM PREVIOUS YEAR</u>	<u>LOST CARRY OVER RIGHTS</u>	<u>PRODUCTION RIGHTS</u>	<u>WATER PRODUCTION</u>	<u>REPLACEMENT WATER REQUIREMENT</u>
1973-74	247.4	226,800	--	0.00	238,132.94	235,460.40	14,518.98
1974-75	238.4	210,000	17,191.52	203.36	237,913.46	225,221.86	8,421.93
1975-76	234.8	200,000	20,908.91	131.06	231,391.95	242,246.36	24,744.88
1976-77	221.1	150,000	13,759.41	861.12	174,193.45	212,995.30	48,650.71
1977-78	211.4	150,000	9,980.67	1,198.54	170,473.30	198,257.23	36,818.25
1978-79	270.4	170,000	8,950.43	78.11	189,439.67	218,405.64	34,404.83
1979-80	266.6	220,000	6,745.88	81.54	237,226.13	226,279.89	9,896.39
1980-81	282.4	230,000	21,960.87	202.89	262,445.19	233,963.01	5,477.08
1981-82	252.4	210,000	35,642.01	380.30	255,281.37	223,245.24	10,582.35
1982-83	245.5	200,000	43,261.87	304.02	253,049.93	212,205.73	3,293.23
1983-84	292.7	230,000	45,378.26	80.10	287,394.98	238,586.29	2,151.85
1984-85	267.1	210,000	51,594.26	344.48	272,050.11	244,835.13	12,475.69
1985-86	245.8	190,000	40,395.40	198.50	240,319.81	248,824.38	33,774.82
1986-87	250.8	200,000	25,403.49	106.93	235,923.93	256,117.22	41,828.86
1987-88	236.5	190,000	22,457.73	143.63	222,985.31	251,852.84	51,989.89
1988-89	224.0	180,000	21,710.19	61.61	214,810.57	257,421.07	59,384.99
1989-90	219.8	180,000	19,741.33	282.28	210,268.35	253,851.86	62,582.49
1990-91	206.5	170,000	17,837.99	387.33	199,467.55	234,825.54	41,232.39
1991-92	200.3	140,000	18,796.02	345.83	169,575.74	223,690.83	31,214.19
1992-93	236.9	180,000	13,478.79	189.05	204,009.40	239,155.14	15,858.66
1993-94	267.8	220,000	31,718.29	462.81	262,029.85	246,830.55	8,915.59
1994-95	248.8	200,000	50,290.41	1,065.79	260,802.71	246,657.49	30,194.77
1995-96	269.0	220,000	44,262.41	737.28	274,608.47	272,100.40	32,526.05
1996-97	248.9	210,000	35,484.68	863.84	256,011.19	282,785.85	55,236.24
1997-98	241.3	220,000	28,965.55	704.70	263,725.27	257,431.98	26,362.42
1998-99	267.8	230,000	34,016.10	124.28	277,282.73	268,505.37	30,499.32
1999-00	244.8	220,000	40,633.83	592.51	274,824.14	282,195.44	39,749.83
2000-01	228.5	220,000	33,774.80	570.83	267,126.29	274,204.43	38,317.35
2001-02	220.1	210,000	32,015.15	532.59	258,992.70	267,767.07	40,773.50
2002-03	211.6	190,000	32,833.12	159.50	240,450.90	240,509.16	38,423.61
2003-04	204.1	170,000	38,274.70	--	218,000.00 2/	--	--
31-YEAR AVERAGE:		199,000	28,247.91	379.83	238,073.58	243,880.96	29,676.70

1/ As of July 1

2/ Estimated value including Carry-over Rights and Diversion Rights.

in March 1991 at 198.3 feet. Although Watermaster reduced the Operating Safe Yield for fiscal year 1991-92 to 140,000 acre-feet, it was estimated that approximately 7.7 million AF of groundwater remained in storage. In addition there was no limit on the quantity of water that could be pumped from the Basin.

Under the Judgment there are three basic annual assessments levied on water production. These assessments are: (1) an Administration Assessment, levied on all water production to pay for the administration of the Judgment; (2) a Make-up Water Assessment, levied on all water production which does not bare a Replacement Water Assessment, to pay the cost of the Make-up Obligation under the Long Beach Judgment; and (3) a Replacement Water Assessment, levied on all water produced in excess of each producer's share of the operating safe yield and other rights he may have. Replacement water assessments are used to purchase supplemental water to replace the excess water produced. In addition, since fiscal year 1989-90, a special administration assessment has been levied to assist the City of Alhambra with provisions of the Cooperative Water Exchange Agreement.

The ownership or use of any adjudicated water right may be transferred, assigned, licensed or leased by the owner to other parties to the Judgment after appropriate notice to and approval by Watermaster. There are occasional sales of water rights. Leasing of water rights occurs frequently.

Another unique feature of the Judgment is a provision allowing cyclic storage of imported water in the Basin. The Watermaster may enter into cyclic storage agreements whereby supplemental water may be stored in the Basin for subsequent recovery by the storing entity as supplemental water. Any party may submit an application to Watermaster for a cyclic storage agreement as noted in Section 26 of the Watermaster's Rules and Regulations. When reviewing such applications, the Watermaster will consider the operation of the Basin under the physical solution provisions of the Main Basin Judgment. In general, Watermaster should consider available storage capacity in the Basin to mitigate the potential loss of local water due to

cyclic storage of supplemental water. Also, Watermaster should consider the cumulative impact of all cyclic storage accounts in the Basin.

Water stored under cyclic storage agreements can be utilized only for the purpose of supplying replacement water when requested by Watermaster. Such stored water is assumed to float on top of the native water in the Basin. Any loss of stored water either directly or indirectly is deemed first to be water from the cyclic storage accounts. To date, there has been no such loss of cyclic stored water.

San Gabriel River

Some parties to the Judgment elected to be treated as integrated producers. Integrated production rights are comprised of (1) a fixed diversion component based upon historic diversions for direct use; and (2) a prescriptive pumping right component based upon pumping during the period 1953 through 1967 that may vary annually with the Operating Safe Yield. The gross quantity of the total integrated production right in any fiscal year may be exercised at the sole discretion of each integrated producer by either diversion of surface water or pumping groundwater or any combination thereof. As is the case with prescriptive pumping rights, the prescriptive pumping component and the corresponding pumper's share is affected by the annual determination of Operating Safe Yield.

Just as with groundwater, there is no institutional limit on the quantity of San Gabriel River water that can be diverted for use. Whenever an integrated producer exceeds its total water rights it will be levied a Replacement Water assessment, along with other applicable assessments, similar to groundwater pumpers.

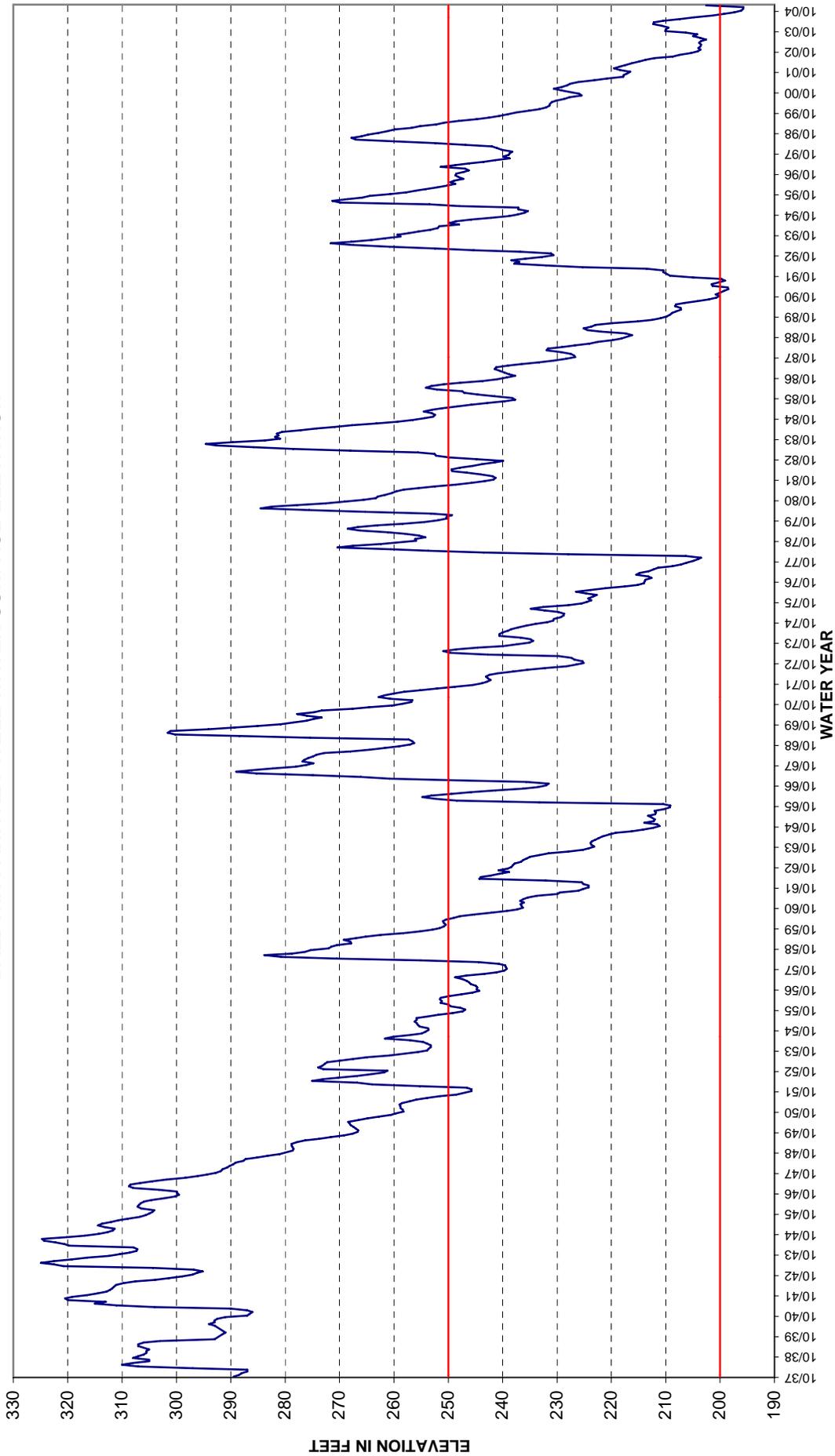
Groundwater Recharge

The Main San Gabriel Basin has a fresh water storage capacity of about 8.7 million acre-feet, of which the top 125 feet of storage, or about 1,000,000 acre-feet has been used for historic Basin operations. Local runoff is stored in a series of reservoirs operated by the Los Angeles County Department of Public Works and diverted into spreading grounds to replenish the groundwater supply. Figure 4 indicates that groundwater recharge occurs almost every year and is exhibited as increasing water levels. High rainfall years can be identified on Figure 4 as increases in the groundwater level of 30 feet or more in one year.

In addition to groundwater replenishment with local storm runoff, the Watermaster maintains records of each producer's water rights and annual production. Although there is no limit on the quantity of water that may be produced, production in excess of a water right is subject to a Replacement Water assessment. Watermaster uses funds collected from producers' overproduction to purchase imported water from municipal water districts. USGVMWD and TVMWD obtain their water from MWD. SGVMWD has its own contract for SWP water. Watermaster coordinates purchase and delivery of imported water to replenish the ground water basin, thus offsetting the producers' overproduction and making the Basin whole.

FIGURE 4

BALDWIN PARK KEY WELL WATER SURFACE ELEVATION



SAN GABRIEL VALLEY WATER COMPANY

BALDWIN PARK KEY WELL ELEVATION

STETSON ENGINEERS INC.

Covina San Rafael Mesa, Arizona

WATER RESOURCE ENGINEERS



APPENDIX E

RULE 14.1
WATER CONSERVATION AND RATIONING PLAN

Page 1

GENERAL INFORMATION

1. If water supplies are projected to be insufficient to meet normal customer demand, and are beyond the control of the utility, the utility may elect to implement voluntary conservation using the portion of this plan set forth in Section A of this Rule, after notifying the Director of the Commission's Division of Water and Audits of its intent, via a letter in both hard-copy and e-mailed formats.
2. Prior to declaration of mandatory rationing, a utility may request authorization of a Schedule 14.1 – Staged Mandatory Water Conservation and Rationing tariff, via a Tier 2 advice letter.
3. If, in the opinion of the utility, more stringent water measures are required, the utility shall request Commission authorization to implement the staged mandatory conservation and rationing measures set forth in Sections B through E.
4. The utility shall file a Tier 1 advice letter to request activation of a particular stage of Schedule 14.1 – Staged Mandatory Water Conservation and Rationing tariff.
 - a. If a Declaration of Mandatory Rationing is made by utility or governing agency, or
 - b. If the utility is unable to address voluntary conservation levels set by itself, supplier, or governing agency, or
 - c. If the utility chooses to subsequently activate a different stage
5. When Schedule 14.1 is in effect and the utility determines that water supplies are again sufficient to meet normal demands, and mandatory conservation and rationing measures are no longer necessary, the utility shall seek Commission approval via a Tier 1 advice letter to de-activate the particular stage of mandatory rationing that had been authorized.

(N)

(N)

(Continued)

Advice Letter No. 1325-WA
Decision No. _____

ISSUED BY
R. J. SPROWLS
President

Date Filed June 22, 2009
Effective Date June 20, 2009
Resolution No. _____

RULE 14.1
WATER CONSERVATION AND RATIONING PLAN

Page 2
(N)

GENERAL INFORMATION (Continued)

6. In the event of a water supply shortage requiring a voluntary or mandatory program, the utility shall make available to its customers water conservation kits as required by its version of Rule 20. The utility shall notify all customers of the availability of conservation kits via a bill insert or direct mailers.

A. CONSERVATION - NON-ESSENTIAL OR UNAUTHORIZED WATER USE

No customer shall use utility-supplied water for non-essential or unauthorized uses, including but not limited to:

1. Use of potable water for more than minimal landscaping, as defined in the landscaping regulated of the jurisdiction or as described in Article 10.8 of the California Government Code in connection with new construction;
2. Use through any meter when the company has notified the customer in writing to repair a broken or defective plumbing, sprinkler, watering or irrigation system and the customer has failed to effect such repairs within five business days;
3. Use of potable water which results in flooding or runoff in gutters or streets;
4. Individual private washing of cars with a hose except with the use of a positive action shut-off nozzle. Use of potable water for washing commercial aircraft, cars, buses, boats, trailers, or other commercial vehicles at any time, except at commercial or fleet vehicle or boat washing facilities operated at a fixed location where equipment using water is properly maintained to avoid wasteful use;
5. Use of potable water washing buildings, structures, , driveways, patios, parking lots, tennis courts, or other hard-surfaced areas, except in the cases where health and safety are at risk;
6. Use of potable water to irrigate turf, lawns, gardens, or ornamental landscaping by means other than drip irrigation, or hand watering without quick acting positive action shut-off nozzles, on a specific schedule, for example: 1) before 8:00 a.m. and after 7:00 p.m.; 2) every other day; or 3) selected days of the week;

(N)

(Continued)

RULE 14.1
WATER CONSERVATION AND RATIONING PLAN

Page 3

GENERAL INFORMATION (Continued)

7. Use of potable water for watering streets with trucks, except for initial wash-down for construction purposes (if street sweeping is not feasible), or to protect the health and safety of the public;
8. Use of potable water for construction purposes, such as consolidation of backfill, dust control, or other uses unless no other source of water or other method can be used.
9. Use of potable water for construction purposes unless no other source of water or other method can be used;
10. Use of potable water for street cleaning;
11. Operation of commercial car washes without recycling at least 50% of the potable water used per cycle;
12. Use of potable water for watering outside plants, lawn, landscape and turf areas during certain hours if and when specified in Schedule No. 14.1 when the schedule is in effect;
13. Use of potable water for decorative fountains or the filling or topping off of decorative lakes or ponds. Exceptions are made for those decorative fountains, lakes, or ponds which utilize recycled water;
14. Use of potable water for the filling or refilling of swimming pools.
15. Service of water by any restaurant except upon the request of a patron; and
16. Use of potable water to flush hydrants, except where required for public health or safety.

(N)

B. STAGED MANDATORY RATIONING OF WATER USAGE

1. Prior to declaration of mandatory rationing, a utility may request authorization of a Schedule 14.1 – Staged Mandatory Water Conservation and Rationing tariff, via a Tier 2 advice letter, with full justification. The utility may not institute Schedule 14.1 until it has been authorized to do so by the Commission.

(N)

(Continued)

RULE 14.1
WATER CONSERVATION AND RATIONING PLAN

Page 4

STAGED MANDATORY RATIONING OF WATER USAGE (Continued)

(N)

- a. A staged Schedule 14.1 that has been authorized by the Commission shall remain dormant until triggered by specific conditions detailed in the Schedule 14.1 tariff and utility has requested and received authorization for activating a stage by Commission.
- b. Notice of the Tier 2 advice letter (example shown in Appendix C) and associated public participation hearing shall be provided to customers under General Order (GO) 96-B rules.
- c. Utility shall comply with all requirements of Sections 350-358 of the California Water Code.
- d. The Tier 2 advice letter requesting institution of a Schedule 14.1 shall include but not be limited to:
 - i. Proposed Schedule 14.1 tariff, which shall include but not be limited to:
 1. Applicability,
 2. Territory applicable to,
 3. A detailed description of each Stage of Rationing,
 4. A detailed description of the Trigger that Activates each Stage of Rationing,
 5. A detailed description of each water use restriction for each stage of rationing.
 6. Water use violation levels, written warning levels, associated fines, and exception procedures,

(N)

(Continued)

RULE 14.1
WATER CONSERVATION AND RATIONING PLAN

STAGED MANDATORY RATIONING OF WATER USAGE (Continued)

Page 5

- 7. Conditions for installation of a flow restrictor, (N)
- 8. Charges for removal of flow restrictors, and
- 9. Special Conditions
- ii. Justification for, and documentation and calculations in support of plan, including but not limited to each item in B.1.d.i above.
- 2. Number of Stages requested by each utility/district may vary, depending on specifics of water shortage event.
- 3. The utility shall file a Tier 1 advice letter to request activation of a particular stage of Schedule 14.1 – Staged Mandatory Water Conservation and Rationing tariff.
 - a. If a Declaration of Mandatory Rationing is made by utility or governing agency,
 - b. If the utility is unable to address voluntary conservation levels set by itself or governing agency, or
 - c. If the utility chooses to subsequently activate a different stage.
 - d. The Tier 1 advice letter requesting activation of a Schedule 14.1 shall include but not be limited to:
 - i. Justification for activating this particular stage of mandatory rationing, as well as period during which this particular stage of mandatory conservation and rationing measures will be in effect.
 - ii. When the utility requests activation of a particular Stage, it shall notify its customers as detailed in Section E, below.
- 4. All monies collected by the utility through water use violation fines shall not be accounted for as income.
- 5. All expenses incurred by utility to implement Rule 14.1 and Schedule 14.1 that have not been considered in a General Rate Case or other proceeding, shall be recoverable by utility if determined to be reasonable by Commission.

(N)

(Continued)

RULE 14.1
WATER CONSERVATION AND RATIONING PLAN

STAGED MANDATORY RATIONING OF WATER USAGE (Continued)

Page 6

(N)

- a. These monies shall be accumulated by the utility in a separate memorandum account for disposition as directed or authorized from time to time by the Commission.

C. ENFORCEMENT OF STAGED MANDATORY CONSERVATION AND RATIONING

1. The water use restrictions of the conservation program, in Section A of this rule, become mandatory when the authorized Schedule 14.1-Staged Mandatory Rationing Program is triggered, the utility files a Tier 1 advice letter requesting activation of a particular stage, and authorization is received from the Commission.
 - a. In the event a customer is observed to be using water for any nonessential or unauthorized use as defined in Section A of this rule, the utility may charge a water use violation fine in accordance with Schedule No. 14.1.
2. The utility may, after one written warning and one non-essential or unauthorized use violation notice, install a flow-restricting device on the service line of any customer observed by utility personnel to be using water for any non-essential or unauthorized use as defined in Section A above.
3. A flow restrictor shall not restrict water delivery by greater than 50% of normal flow. The restricting device may be removed only by the utility, only after a three-day period has elapsed, and only upon payment of the appropriate removal charge as set forth in Schedule No. 14.1.
4. After the removal of the restricting device, if any non-essential or unauthorized use of water shall continue, the utility may install another flow-restricting device. This device shall remain in place until water supply conditions warrant its removal and until the appropriate charge for removal has been paid to the utility.
5. Any tampering with flow restricting device by customer can result in fines or discontinuation of water use at the utility's discretion.

(N)

(Continued)

RULE 14.1
WATER CONSERVATION AND RATIONING PLAN

ENFORCEMENT OF STAGED MANDATORY CONSERVATION AND RATIONING

(Continued)

Page 7
(N)

6. If, despite installation of such flow-restricting device pursuant to the provisions of the previous enforcement conditions, any such non-essential or unauthorized use of water shall continue, then the utility may discontinue water service to such customer. In such latter event, a charge as provided in Rule No. 11 shall be paid to the utility as a condition to restoration of service.
7. All monies collected by the utility through water use violation fines shall not be accounted for as income. All expenses incurred by utility to implement Rule 14.1 and Schedule 14.1 that have not been considered in a General Rate Case or other proceeding, shall be recoverable by utility if determined to be reasonable by Commission. These additional monies shall be accumulated by the utility in a separate memorandum account for disposition as directed or authorized from time to time by the Commission.
8. The charge for removal of a flow-restricting device shall be in accordance with Schedule No. 14.1.

D. APPEAL PROCEDURE

1. Any customer who seeks a variance from any of the provisions of this water conservation and rationing plan shall notify the utility in writing, explaining in detail the reason for such a variation. The utility shall respond to each such request in writing.
2. Any customer not satisfied with the utility's response may file an appeal with the staff of the Commission. The customer and the utility will be notified of the disposition of such appeal by letter from the Executive Director of the Commission.

(N)

(Continued)

RULE 14.1
WATER CONSERVATION AND RATIONING PLAN

APPEAL PROCEDURE (Continued)

Page 8

(N)

3. If the customer disagrees with such disposition, the customer shall have the right to file a formal complaint with the Commission. Except as set forth in this Section, no person shall have any right or claim in law or in equity, against the utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this water conservation and rationing plan.

E. PUBLICITY

1. As stated under Section B.1.b and c, when a utility requests authorization of a Schedule 14.1 – Staged Mandatory Water Conservation and Rationing tariff, via a Tier 2 advice letter, it shall provide notice of the Tier 2 advice letter (example shown in Attachment C) and associated public meeting provided to customers, under General Order (GO) 96-B rules, and shall comply with all requirements of Sections 350-358 of the California Water Code (CWC), including but not limited to the following:
 - a. In order to be in compliance with both the GO and CWC, the utility shall provide notice via both newspaper and bill insert/direct mailing.
 - b. Utility shall file one notice for each advice letter filed, that includes both notice of the filing of the Tier 2 advice letter as well as the details of the public meeting (date, time, place, etc).
 - c. The public meeting shall be held after the utility files the Tier 2 advice letter, and before the Commission authorizes implementation of the tariff.
 - d. Utility shall consult with Division of Water and Audits staff prior to filing advice letter, in order to determine details of public meeting.
2. In the event that a Schedule 14.1-Staged Mandatory Rationing Plan is triggered, and an utility requests activation through the filing of a Tier 1 advice letter, the utility shall notify its customers and provide each customer with a copy of Schedule 14.1 by means of bill insert or direct mailing. Notification shall take place prior to imposing any fines associated with this plan.

(N)

(Continued)

RULE 14.1
WATER CONSERVATION AND RATIONING PLAN

PUBLICITY (Continued)

Page 9

3. During the period that a stage of Schedule 14.1 is activated, the utility shall provide customers with updates in at least every other bill, regarding its water supply status and the results of customers' conservation efforts.

(N)

(N)

Rule No. 20

WATER CONSERVATION

(N)

A. Purpose

The purpose of this rule is to ensure that water resources available to the utility are put to a reasonable beneficial use and that the benefits of the utility's water supply and service extend to the largest number of persons.

B. Waste of Water Discouraged

Refer to Rule 11 B. (3).

C. Use of Water-Saving Devices and Practices

Each customer of the utility is urged to install devices to reduce the quantity of water to flush toilets and to reduce the flow rate of showers. Each customer is further urged to adopt such other water usage and reuse practices and procedures as are feasible and reasonable.

D. Water-Saving Kits

The utility will make available, without initial cost to the customer, for use in each residence receiving water service from the utility, a water-saving kit containing the following:

- (1) A device or devices for reducing toilet flush water requirements;
- (2) A device or devices for reducing shower flow rates;
- (3) A dye tablet or tablets for determining if a toilet tank leaks;
- (4) Other devices from time to time approved by the utility;
- (5) Installation and other instructions and information pertinent to conservation of water.

(N)

ISSUED BY

W. W. FRANKLIN

President

Date Filed June 12, 1978

Effective Date July 12, 1978

Resolution No. _____

Advice Letter No. 521-W

Decision No. 88466

**Water Supply Assessment For The
Irwindale Outlet Center Project**

City of Irwindale, California

**Prepared
For**

**Irwindale Outlet Partners LLC and
Golden State Water Company – South Arcadia System**

October 2014

**PREPARED
BY**



STETSON ENGINEERS INC.

San Rafael and Covina, California
Mesa, Arizona
Denver, Colorado

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Appendix C	Main San Gabriel Basin Judgment
Appendix D	Description of Management of the Main San Gabriel Basin
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Executive Summary

Responding to a request by Irwindale Outlet Partners LLC on behalf of Golden State Water Company, Stetson Engineers Inc. (Stetson) has prepared this Water Supply Assessment (WSA) for the “Irwindale Outlet Center Project” (Project). The WSA contains information from Golden State Water Company’s adopted 2010 Urban Water Management Plan (UWMP) for its South Arcadia System and other adopted UWMPs prepared by regional water agencies within the San Gabriel Valley. The WSA also includes the developer’s current description of the Project, water supply and demand projections and other relevant water resource information.

The Project will be served water by Golden State Water Company’s South Arcadia System (GSWC-SAS). The Project scheduling coincides with the timeframe for calculating projected water demands within the 20-year water supply projection included in GSWC-SAS’ adopted 2010 UWMP.

For the purposes of this WSA, the total projected water demand for this Project is 160 acre-feet per year (AFY), which can be served entirely with potable sources. The Project’s total water demand, in addition to existing and planned future demands accounted for in GSWC-SAS’ adopted 2010 UWMP over a 20 year period and through 2035, are shown in Tables 12, 13, and 14.

GSWC-SAS currently meets its water demands by pumping groundwater from the Main San Gabriel Basin. Effective court-supervised management of groundwater supplies in the Main San Gabriel Basin allows GSWC-SAS, like all other groundwater producers, to meet its groundwater pumping requirements from the Main San Gabriel Basin. The reliability of the Main San Gabriel Basin has been demonstrated during droughts with no resulting limitation on groundwater production. Based on the demonstrated reliability of the Main San Gabriel Basin, GSWC-SAS has sufficient, reliable, and sustainable water

supplies to meet Project water demands in addition to existing and future demands over the next 20 years and through 2035, including during single and multiple dry years.

1.0 Introduction

This WSA was prepared upon request by the Irwindale Outlet Partners LLC. on behalf of GSWC-SAS. This WSA incorporates water supply and demand projections from GSWC-SAS' adopted 2010 UWMP and other adopted UWMPs prepared by regional water agencies within the San Gabriel Valley.

According to the Conceptual Site Plan prepared by FCGA (See Appendix A), the proposed Project site is located on 500 Speedway Drive in the City of Irwindale and includes approximately 63.5 acres for commercial development, landscaping and parking areas. The Project is located on an inert landfill site and is the current site of the Irwindale Speedway. The Project is located within GSWC-SAS' service area (See Figures 1 and 2). GSWC-SAS has notified the Project developer that GSWC-SAS is ready, willing, and able to provide, and will provide, all water utility service to the Project. Project water demands and GSWC-SAS' long-term water supplies are discussed below.

1.1 GSWC-SAS Water Service

GSWC-SAS provides public utility water service within its service area which includes portions of the cities of Temple City, Arcadia, El Monte, Irwindale, and Monrovia, and unincorporated areas of Los Angeles County (See Figure 1). GSWC-SAS' service area is approximately four (4) square miles. Based on information provided in GSWC-SAS' 2010 UWMP, GSWC-SAS currently provides water service to a population of approximately 29,500.

1.2 Water Supply Planning Provisions

Population growth in the State of California has resulted in additional water demand on water systems. The State legislature has enacted laws to ensure that the increased demands are adequately addressed and that a firm source of water supply is available

prior to approval of certain new developments. The regulations include California Water Code Division 6, Part 2.10, Sections 10910-10915 (Water Supply Planning to Support Existing and Planned Future Use) and Government Code 66473.7, which are briefly described below. The provisions of the California Water Code and the Government Code seek to promote more collaborative planning between local water suppliers and cities and counties and require detailed information regarding water availability to be provided to city and county land use planners prior to approval of certain specified large land use development projects.

This WSA was prepared pursuant to the requirements of the California Water Code and the Government Code for the approach, required information, and criteria confirming that GSWC-SAS has sufficient water supplies to meet the projected demands of the Project, in addition to existing and planned future uses. The UWMP is a foundational document for compliance with the California Water Code and the Government Code. The provisions of the California Water Code and the Government Code repeatedly identify the UWMP as a planning document that can be used by a water supplier to meet the standards set forth in both statutes. The lead agency, pursuant to California Environmental Quality Act (CEQA) guidelines Article 7 and Article 9, is required to consult with the water agency serving the proposed Project and include in the Environmental Impact Report information provided by the water agency and must determine whether projected water supplies are sufficient to meet the demand of a project, in addition to existing and planned future uses.

GSWC-SAS' 2010 UWMP (August 2011), Metropolitan Water District of Southern California's 2010 Regional UWMP (November 2010), Upper San Gabriel Valley Municipal Water District's 2010 UWMP (June 2011), and San Gabriel Valley Municipal Water District's 2010 UWMP (December 2010), prepared pursuant to California Water Code Division 6, Part 2.55, Section 10608 (Sustainable Water Use and Demand Reduction) and California Water Code Division 6, Part 2.6, Sections 10608-10656 (Urban Water Management Planning), describe future water demands and future availability of the water supply sources used by GSWC-SAS and other retail water

agencies operating within the Main San Gabriel Basin. These UWMP documents were used to prepare this WSA.

1.2.1 California Water Code (Sections 10910-10915)

Existing law requires every urban water supplier to identify, as part of its UWMP, the existing and planned sources of water available to the supplier over a prescribed 5-year period. Existing law prohibits an urban water supplier that fails to prepare or submit its UWMP to the Department of Water Resources from receiving financial or drought assistance from the state until the plan is submitted.

California Water Code Division 6, Part 2.10, Sections 10910-10915 requires an urban water supplier to include in its UWMP a description of all water supply projects and programs that may be undertaken to meet total projected water use over the next 20 years. The California Water Code requires a city or county that determines a project is subject to the California Environmental Quality Act to identify any public water system that may supply water for proposed developments and to request those public water systems to prepare a specific WSA, including for proposed industrial projects occupying more than 40 acres of land or having more than 650,000 square feet of floor area. If the water demands for the proposed developments have been accounted for in a recently adopted urban water management plan, the water supplier may incorporate information contained in that plan to satisfy certain requirements of a WSA. The California Water Code requires the assessment to include, along with other information, an identification of existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project and the quantities of water received in prior years pursuant to those entitlements, rights, and contracts.

The California Water Code also requires the public water system, or the city or county, as applicable, to submit its plans for acquiring additional water supplies if that entity concludes that water supplies are, or will be, insufficient.

1.2.2 Government Code 66473.7

Government Code 66473.7 prohibits approval of a tentative map, or a parcel map for which a tentative map was not required, or a development agreement for a subdivision of property of more than 500 dwelling units, except as specified, including the design of the subdivision or the type of improvement, unless the legislative body of a city or county or the designated advisory agency provides written verification from the applicable public water system that a sufficient water supply is available or, in addition, a specified finding is made by the local agency that sufficient water supplies are, or will be, available prior to completion of the project. Sufficient water supply is the total water supply available during normal, single-dry, and multiple-dry years within a 20-year projection that will meet the projected demand of the proposed Project, in addition to existing and planned future uses.

2.0 GSWC-SAS' Water Demands

2.1 Historic Water Demand

Table 1 provides GSWC-SAS' historical water demands. GSWC-SAS' total water demands have ranged from 3,382 AFY to 4,321 AFY, with an average demand of approximately 3,924 AFY.

Table 1. GSWC-SAS' Historic Water Demands (AFY)

Year	Total Demand
1994	3,781
1995	3,739
1996	4,144
1997	4,256
1998	3,827
1999	4,070
2000	4,008
2001	4,031
2002	4,259
2003	4,085
2004	4,172
2005	4,026
2006	4,179
2007	4,321
2008	3,967
2009	3,627
2010	3,395
2011	3,382
2012	3,561
2013	3,652
Average	3,924

Sources: GSWC-SAS

2.2 Projected Future Water Demand

Projected water demands for the proposed Project include commercial (retail) and landscape irrigation demands. The proposed Project is estimated to include approximately 721,565 square feet of retail building space and approximately 324,902 square feet of landscaping on a Project site of approximately 63.5 acres.

The water demands for the retail building space was estimated by multiplying the planned floor area of the retail building space by a water use rate of 175 gallons per day (gpd) per 1,000 square feet (sf) of retail building space obtained from the City of Arcadia¹. The estimated water demand for the retail building space is approximately 141 AFY (or $721,565 \text{ square feet} \times 175 \text{ gpd per } 1,000 \text{ square feet} \times (0.00112 \text{ AFY} / 1 \text{ gpd})$).

Based on summary landscaping information provided by Gates and Associates (See Appendix B), the proposed Project will include approximately 18 species of trees and approximately 36 species of shrubs and ground cover. Approximately 95 percent of the landscaped areas will consist of drought tolerant plants (very low to low water demand requirements). The remaining five (5) percent of landscaped areas will consist of plants with low to moderate water demand requirements limited to key focal concentrated areas and potted plants. The Project landscape irrigation water demand was estimated using a water budget calculator from the California Department of Water Resources. Based on an evapotranspiration rate of 52.30 inches per year (City of Pasadena), an irrigation efficiency of 0.7, a plant factor of 0.4 for very low to moderate water use plants, and a unit conversion factor of 0.62, the estimated irrigation water use rate is approximately 2.5 AFY per acre of landscaping (or $52.30 \times 0.62 \times 0.4 \times (1 / 0.70) \times (43,560 \text{ sq. ft} / 1 \text{ acre}) \times (1 \text{ acre-foot} / 325,851 \text{ gallons})$). The estimated irrigation water demand for the Project is approximately 19 AFY (or $324,902 \text{ sq. ft.} \times (1 \text{ acre} / 43,560$

¹ Water Supply Assessment "Caruso Affiliated / Magna Entertainment Corp" Project, City of Arcadia, November 2005

sq. ft.) x 2.5 AFY per acre). The total estimated water demand for the Project is approximately 160 AFY (or 141 AFY + 19 AFY).

GSWC-SAS' 2010 UWMP includes current and projected future water demands for its service area over the next twenty years. According to information provided by GSWC-SAS, the existing water use at the Project site (for the Irwindale Speedway) for the past five (5) years has averaged approximately 20 AFY. For the purposes of this Water Supply Assessment, it is assumed that an average of 20 AFY has been incorporated in the water demand projections in GSWC-SAS' 2010 UWMP. The proposed Project will replace the existing use at the Project site (Irwindale Speedway). As a result, the proposed Project will result in a net water demand increase of 140 AFY (or 160 AFY – 20 AFY) above the existing water demands at the Project site.

Table 2 shows the projected water demands through 2035 for GSWC-SAS' service area including the demands from the Project. According to the current Project schedule, Project construction will begin 2016 and will be completed by 2020.

Table 2. Projected Water Use for GSWC-SAS (AFY)

YEAR	2015	2020	2025	2030	2035
GSWC's Projected Water Demand [1]	4,235	4,414	4,557	4,698	4,815
Additional Water Demand (Irwindale Outlet Center Project) [2]	0	140	140	140	140
Total GSWC Projected Water Demands	4,235	4,554	4,697	4,838	4,955

Notes:

- [1] Water demands based on demands provided in GSWC-SAS' 2010 UWMP.
- [2] For the purposes of this Water Supply Assessment, it is assumed that an average of 20 AFY for existing water demands at the Project site (from the Irwindale Speedway) has been incorporated in the water demand projections in GSWC-SAS' 2010 UWMP. The proposed Project will replace the existing use at the Project site. As a result, the proposed Project will result in a net water demand increase of 140 AFY (or 160 AFY – 20 AFY) above the existing water demands at the Project site. It is assumed Project construction will begin in 2016 and end by 2020.

3.0 Water Supply Sources

GSWC-SAS' 2010 UWMP provided information regarding its water supply sources. GSWC-SAS' potable water supply source includes groundwater from the Main San Gabriel Basin (see Figure 3). In addition, GSWC-SAS has the ability to purchase potable water from the City of Arcadia through the Short Street interconnection. Over the past 20 years, purchases of water by GSWC-SAS from the City of Arcadia ranged from 0 AFY to 79 AFY, with an average of approximately 22 AFY. GSWC-SAS' 2010 UWMP indicates GSWC-SAS will maintain its interconnection with the City of Arcadia for emergency use only.

GSWC-SAS currently operates seven (7) active groundwater wells in the Main San Gabriel Basin. GSWC-SAS plans to continue operating these wells and will construct replacement wells as necessary to maintain water production capacities required to meet customer demands. GSWC-SAS frequently inspects each well and performs routine maintenance and rehabilitation to ensure each well is running efficiently and properly.

GSWC-SAS' water distribution system includes disinfection facilities and a treatment facility for removal of Volatile Organic Compounds (VOCs) from groundwater. These treatment facilities allow GSWC-SAS to provide domestic potable water that complies with all state and federal safe drinking water regulations.

According to the 2010 UWMP, GSWC-SAS' total pumping capacity in the Main San Gabriel Basin is approximately 12,500 gallons per minute (gpm). Based on a well operating factor of 75 percent (groundwater wells are operated 75 percent of the time), the total pumping capacity is approximately 15,100 AFY (or $12,500 \text{ gpm} \times 0.75 \times 1.613 \text{ AFY per gpm}$).

As shown in Table 2, GSWC-SAS' projected water demands in the year 2035, including Project water demands, is approximately 4,955 AFY. GSWC-SAS' groundwater

production capacity of approximately 15,100 AFY from the Main San Gabriel Basin is sufficient to meet future projected demands within its system, including demands from the Project.

3.1 Main San Gabriel Basin

The total fresh water storage capacity of the Main San Gabriel Basin is estimated to be approximately 8.7 million AF. Of that storage, about 1,000,000 AF is historically considered to have been actively managed for local public water supply. The Court adjudication of the Main San Gabriel Basin in 1973 provided groundwater management that allows operation of basin storage to meet water demands and provide a mechanism to fund recharge of imported water to supplement recharge of local water. A copy of the Main San Gabriel Basin Judgment is provided in Appendix C. The management of basin storage and the use of supplemental imported recharge water expand and increase the reliability of the available basin groundwater supply. A description of the elements of the adjudication that allow efficient management of the Main San Gabriel Basin is included in the attached Appendix D. Although there is no limit on the quantity that may be extracted by parties to the Main San Gabriel Basin adjudication, including GSWC-SAS, groundwater production in addition to a pumper's proportional share (pumper's share) of the Operating Safe Yield (See Appendix D), requires the pumper to bear its cost of imported replacement water to recharge the Main San Gabriel Basin. Golden State Water Company's "San Gabriel Valley District" currently has a pumper's share of 2.92105 percent of the Operating Safe Yield, which is shared between Golden State Water Company's South Arcadia System and South San Gabriel System. In addition, Golden State Water Company currently has a pumper's share of 1.73984 percent of the Operating Safe Yield for its San Dimas District. Golden State Water Company has the ability to transfer/lease pumping rights between its water systems in the Main San Gabriel Basin if necessary.

Table 3 shows GSWC-SAS' historical groundwater production from the Main San Gabriel Basin. Table 3 shows that GSWC-SAS' production from the Main San Gabriel Basin ranged from 3,382 AFY to 4,297 AFY, with an average of approximately 3,902

AFY. The reliability of the Main San Gabriel Basin to meet all demands is discussed below in Section 3.1.1.

Table 3. GSWC-SAS' Production from the Main San Gabriel Basin (AFY)

Year	Total Production
1994	3,702
1995	3,697
1996	4,133
1997	4,192
1998	3,818
1999	4,042
2000	3,999
2001	4,028
2002	4,256
2003	4,084
2004	4,159
2005	4,012
2006	4,128
2007	4,297
2008	3,920
2009	3,625
2010	3,395
2011	3,382
2012	3,522
2013	3,652
Average	3,902

Source: GSWC-SAS

3.1.1 Main San Gabriel Basin Reliability

GSWC-SAS' primary water supply is from the Main San Gabriel Basin. The groundwater supply is reliable based on the 1973 Court adjudication and the resulting efficient management of total water supplies. Historic water supplies in the Main San Gabriel Basin are shown in Table 4. Table 4 includes groundwater extractions, surface

water diversions, and direct delivery of treated imported water (from Upper San Gabriel Valley Municipal Water District and Three Valleys Municipal Water District) within the Main San Gabriel Basin.

Table 4. Historic Water Supplies in the Main San Gabriel Basin (AFY)

Fiscal Year	Recorded Production [1]			Direct Deliveries (Treated Imported Water) [2]		Total Water Demand [3]
	Groundwater	Surface Water	Total	USGVMWD	TVMWD	
1993-94	227,527.16	19,303.39	246,830.55	4,421.10	10,776.90	262,028.55
1994-95	229,428.62	17,228.87	246,657.49	4,218.70	12,120.30	262,996.49
1995-96	253,160.59	18,939.81	272,100.40	3,667.10	10,113.53	285,881.03
1996-97	260,426.44	22,359.41	282,785.85	3,620.10	10,280.00	296,685.95
1997-98	239,717.72	17,714.26	257,431.98	4,011.40	6,803.50	268,128.88
1998-99	246,290.84	22,214.53	268,505.37	3,777.80	6,714.40	278,997.57
1999-00	265,183.96	17,011.48	282,195.44	7,642.80	9,910.70	299,748.94
2000-01	254,173.82	20,030.61	274,204.43	5,784.90	10,900.33	290,889.66
2001-02	250,564.07	17,203.00	267,767.07	14,907.20	16,806.40	299,480.67
2002-03	235,808.79	4,700.37	240,509.16	17,668.20	20,295.10	278,472.46
2003-04	248,571.06	7,336.89	255,907.95	24,616.20	23,083.90	303,608.05
2004-05	237,334.76	12,929.54	250,264.30	9,897.30	17,586.70	277,748.30
2005-06	249,288.93	13,466.37	262,755.30	8,165.80	12,143.60	283,064.70
2006-07	273,038.79	14,254.90	287,293.69	11,326.80	11,613.60	310,234.09
2007-08	253,249.69	7,944.34	261,194.03	13,930.70	13,216.10	288,340.83
2008-09	240,040.99	13,730.72	253,771.71	5,468.00	13,149.85	272,389.56
2009-10	225,933.43	14,524.38	240,457.81	3,945.30	9,772.60	254,175.71
2010-11	216,639.37	13,445.98	230,085.35	1,001.10	6,886.20	237,972.65
2011-12	222,533.64	17,494.33	240,027.97	975.4	6,586.60	247,589.97
2012-13	233,298.27	12,283.77	245,582.04	491.1	10,815.20	256,888.34
20 Year Average	243,110.55	15,205.85	258,316.39	7,476.85	11,978.78	277,766.12

Notes:

[1] "Recorded Production" consists of groundwater extractions and surface water diversions, but does not include imported water purchased for replacement/ recharge purposes.

[2] "Direct Deliveries (Imported Water)" does not include imported water purchased for replacement/recharge purposes

[3] Does not include recycled water deliveries

TVMWD = Three Valleys Municipal Water District

USGVMWD = Upper San Gabriel Valley Municipal Water District

Source: Main San Gabriel Basin Watermaster Annual Report 2012-13

Future total water demands in the Main San Gabriel Basin can be projected based on population growth. The three wholesale municipal water districts overlying or partially overlying the Main San Gabriel Basin that provide imported water for groundwater replacement/recharge or for direct use are Upper San Gabriel Valley Municipal Water District, San Gabriel Valley Municipal Water District and Three Valleys Municipal Water District. Population projections within the Main San Gabriel Basin were based on population data provided in Upper San Gabriel Valley Municipal Water District's 2010 UWMP, San Gabriel Valley Municipal Water District's 2010 UWMP, and Three Valleys Municipal Water District's 2010 UWMP. Based on the population data, the total population within the combined service areas for all Main San Gabriel Basin water producers was estimated (See Table 5). The total population served by Main San Gabriel Basin water producers is projected to increase from approximately 1,270,000 people, in 2015, to approximately 1,440,000 people, in 2035. This represents an increase of approximately 166,000 people over the next twenty years with an annual growth rate of approximately 0.6 percent.

Table 5. Projected Population Served by Main San Gabriel Basin Water Producers

Year	Population
2015	1,273,602
2020	1,316,250
2025	1,359,054
2030	1,399,597
2035	1,439,835

Sources: Population projections from Upper San Gabriel Valley Municipal Water District's 2010 UWMP, San Gabriel Valley Municipal Water District's 2010 UWMP, and Three Valleys Municipal Water District's 2010 UWMP,

Total water demands in the Main San Gabriel Basin (excluding major industrial uses and exports to the Central Basin) can be compared with population information to obtain a water use per capita rate. Between fiscal years 2008-09 and 2012-13, the average recorded production (See Table 4) in the Main San Gabriel Basin was approximately 241,985 AFY; the average total exports to the Central Basin was approximately 40,790

AFY; and the average total major industrial demand was approximately 5,786 AFY. Based on the net average demand in the Main San Gabriel Basin of approximately 195,409 (241,985 – 40,790 – 5,786) AFY and a 2010 population in the Main San Gabriel Basin (approximately 1,230,000 people), the average annual per capita water use rate was approximately 0.16 AFY. For the purposes of this WSA, it is assumed the per capita water use rate of 0.16 AFY will continue over the next twenty years (from 2015 through 2035). Based on the estimated per capita water use and projected population growth, total water served by producers in the Main San Gabriel Basin will increase from approximately 250,356 AFY, in 2015, to approximately 278,946 AFY, in 2035, with an annual growth rate of approximately 0.5 percent, as shown in Table 6. For conservative purposes, reduced per capita water use targets required pursuant to Senate Bill SBX7-7 have not been incorporated in the Main San Gabriel Basin water use projections.

Table 6. Projected Main San Gabriel Basin Water Demands (AFY)

Year	Population [1]	Main San Gabriel Basin Demands (AFY)			Total
		Demand from Population [2]	Central Basin Exports [3]	Industrial Demands [4]	
2015	1,273,602	203,780	40,790	5,786	250,356
2020	1,316,250	210,600	41,290	5,786	257,676
2025	1,359,054	217,450	41,790	5,786	265,026
2030	1,399,597	223,940	42,290	5,786	272,016
2035	1,439,835	230,370	42,790	5,786	278,946

Notes:

[1] See Table 5

[2] Based on an average annual water use rate was approximately 0.16 AFY per capita

[3] 2015 exports are based on average exports between fiscal years 2008-09 and 2012-13; Exports are anticipated to increase along with Project development and have been estimated to increase approximately 2,000 AF over a 20 year period

[4] Based on average industrial demands between fiscal years 2008-09 and 2012-13; assumed to remain constant

Producers in the Main San Gabriel Basin obtain water supplies from groundwater extractions, surface water diversions, and direct delivery of treated imported water. As discussed in Appendix D, producers within the Main San Gabriel Basin have a share of the Operating Safe Yield of the Main San Gabriel Basin and can produce that amount of water without paying a Replacement Water Assessment. A few producers also have surface water diversion rights (approximately 10,500 AFY) in addition to their share of the Operating Safe Yield and can also produce those rights free of a Replacement Water Assessment. Producers that extract a groundwater and/or surface water diversion right amount greater than their allocated share are charged a Replacement Water Assessment, which is used to purchase imported water for replacement/recharge into the Main San Gabriel Basin. Imported water for replacement/recharge purposes is purchased from one of three municipal water districts overlying or partially overlying the Main San Gabriel Basin that provide imported water for groundwater replacement/recharge or for direct use (See Appendix D). The three districts are Upper San Gabriel Valley Municipal Water District (Upper District), San Gabriel Valley Municipal Water District (SGVMWD) and Three Valleys Municipal Water District (TVMWD). Boundaries of these water districts are shown on Figure 4. GSWC-SAS' seven (7) Main San Gabriel Basin wells are located within Upper District's service area. The management of the Main San Gabriel Basin and the large volume of groundwater in storage allow groundwater producers, including Golden State Water Company, to produce groundwater even when imported replacement water is not available. Any requirement to purchase imported water for replacement/recharge purposes can be met when such water is available. Also discussed in Appendix D is the cyclic storage provision allowing producers like Golden State Water Company to store supplemental water within the Main San Gabriel Basin for the purpose of supplying replacement water.

The replacement water requirement in the Main San Gabriel Basin is determined by the Operating Safe Yield and Main San Gabriel Basin production. Over the past five (5) years (fiscal years 2008-09 through 2012-13), the average Operating Safe Yield has been approximately 186,000 AFY, the average water production from the Main San

Gabriel Basin has been approximately 241,985 AFY (which includes over 10,500 AFY of surface water diversions), and the average replacement water requirement has been approximately 45,000 AFY.

Based on the projected water demands (See Table 6) and the recent historical average water production of 241,984 (during fiscal years 2008-09 through 2012-13) in the Main San Gabriel Basin, the additional replacement water requirement can be projected for future years, assuming other sources of water supply remain at historic levels. Other sources of water supply historically used in the San Gabriel Valley include direct delivery of approximately 11,820 AFY of treated MWD imported water (discussed below). The projected water demands (less direct delivery) can be compared with the recent historical average water production (241,985 AFY) to determine the additional replacement water requirement. The total projected replacement water requirement is the sum of the recent historical average replacement water requirement (45,000 AFY) and the additional replacement water requirement.

The estimated replacement water requirement in 2015, assuming an Operating Safe Yield of approximately 186,000 AFY, and based on average water production and replacement water requirements (during fiscal years 2008-09 through 2012-13), is approximately 41,600 AFY. The large storage capacity of the Main San Gabriel Basin provides the flexibility for replacement water deliveries to be made during the times when supplemental water is available to MWD and SGVMWD for groundwater recharge.

Based on the average total direct delivery of treated imported water of approximately 11,820 AFY and the estimated 2015 replacement water requirement of approximately 41,600 AFY, the total current imported water demand is approximately 53,740 AFY. Table 7 projects the total future imported water requirement (including replacement/recharge and a decreasing direct delivery) for producers in the Main San Gabriel Basin, without assuming increases from other sources of water supply such as recycled water. Table 7 shows that total imported water requirements will increase from

approximately 53,740 AFY, in 2015, to approximately 81,960 AFY, in 2035. Since other sources of water supply, including groundwater imported from the Raymond Basin and groundwater recharge of local rainfall runoff, have been assumed to remain at historical levels, it is assumed the increasing Main San Gabriel Basin water demands listed in Table 6 will be met by increases in imported water. Increased water demands can also be met through increased use of recycled water in the Main San Gabriel Basin, including recycled water supplies discussed in Section 4.0. Recycled water supplies are not incorporated in determining the future imported water requirements shown in Table 7. Increases in imported water demands in Table 7 will be a combination of increased replacement water deliveries and a constant level of direct delivery of imported water. The reliability of imported water supplies is discussed further in Section 3.1.2.

Table 7. Projected Total Main San Gabriel Basin Imported Water Demands (AFY)

Year	2015	2020	2025	2030	2035
Total Imported Water	53,374	60,694	68,044	75,034	81,964

3.1.2 Imported Water Supplies

As discussed previously, Main San Gabriel Basin water producers can purchase untreated imported water from SGVMWD (from the California State Water Project (SWP)) and/or untreated imported water supplies from MWD (including Colorado River water, SWP water, water storage, and water transfers) through Upper District and TVMWD. Further discussions of imported water supplies from MWD and SGVMWD are provided in Sections 3.1.2.1 and 3.1.2.2.

3.1.2.1 SWP Water Reliability

MWD and SGVMWD contract with the State of California, through the SWP, for the delivery of northern California water through the California Aqueduct. The SWP is a water storage and delivery system maintained and operated by the California Department of Water Resources (DWR). The SWP is a statewide water conveyance system that diverts and stores water in Northern and Central California and conveys water (including through the Sacramento-San Joaquin Delta region) to 29 water agencies throughout the State. The SWP has delivered water since the 1960's through a network of aqueducts, pumping stations and powerplants.

The San Francisco Bay -Sacramento River Delta area (Bay-Delta) is a part of the SWP water delivery system. The reliability of the Bay-Delta to deliver water may be impacted by potential risks associated with endangered species, earthquakes, levee failure, and climate change. In order to mitigate these potential risks, State and federal resources and environmental protection agencies and a broad range of stakeholders are involved in a multiyear planning process referred to as the CALFED process to develop programs to greatly improve the capacity and reliability of the SWP and the environmental conditions of the Bay-Delta. The Bay-Delta cooperating agencies approved a Record of Decision in August 2000 for a Programmatic Environmental Impact Report/Impact Statement for a multi-year improvement program. The improvement program includes projects related to DWR's SWP conveyance capacity, water quality, and operation of the SWP. Those programs are undergoing thorough environmental review and public input is required.

The Bay Delta Conservation Plan (BDCP) grew out of the CALFED Bay-Delta Plan's Ecosystem Restoration Program Conservation Strategy. A draft BDCP was prepared through a collaboration of state, federal, and local water agencies, state and federal fish agencies, and a broad range of stakeholders. The BDCP identifies conservation

strategies, water flow, and habitat restoration actions in California's Sacramento-San Joaquin Delta. The goal of the BDCP is to provide for both species/habitat protection and improved reliability of water supplies. The Public Draft BDCP and Public Draft Environmental Impact Report / Environmental Impact Statement (EIR/EIS) was released for formal public review and comment on December 13, 2013 through July 29, 2014. Comments to the EIR/EIS are currently being reviewed by DWR. On August 27, 2014, DWR and the other state and federal agencies leading the BDCP indicated a partially Recirculated Draft BDCP, EIR/EIS, and Implementing Agreement (IA) will be published in early 2015. The public will also have opportunities to review the final documents prior to their adoption. The BDCP is intended to meet the standards of the Sacramento-San Joaquin Delta Reform Act of 2009, described below.

In November 2009, following more than three (3) years of BDCP planning, the State of California enacted comprehensive legislation, including the Sacramento-San Joaquin Delta Reform Act of 2009 (California Water Code Division 35) which provided for an independent state agency, the Delta Stewardship Council. Pursuant to that act, the Delta Stewardship Council developed a comprehensive management plan that provides more reliable water supply for California and protects and enhances the Delta ecosystem (through development and implementation of a Delta Plan). The Delta Stewardship Council adopted a final Delta Plan in May 2013 which is the comprehensive long-term management plan for the Delta to improve statewide water supply reliability and to protect the Delta. The Delta Stewardship Council also adopted a Programmatic Environmental Impact Report (PEIR) on the Delta Plan in May 2013. The PEIR evaluates the potential impact of the Delta Plan and identifies mitigation measures.

In June 2013, a lawsuit was filed by the State Water Contractors and others seeking to overturn the Delta Stewardship Council's adoption of the Delta Plan, promulgation of related regulations, and certification of the above referenced PEIR. The litigation brought by State Water Contractors and others claims that the Delta Stewardship Council exceeded its authority under the Sacramento-San Joaquin Delta Reform Act of

2009 and failed to analyze impacts under the California Environmental Quality Act, particularly foreseeable impacts of the Delta Plan on water supplies around the state.

DWR's "State Water Project Final Delivery Reliability Report 2011" (2011 Report), dated June 2012, indicates the delivery reliability of SWP water is approximately 61 percent, on average, over the next 20 years. In December 2013, DWR released its "Draft Delivery Reliability Report 2013" updating the estimated SWP delivery reliability to 62 percent during long term average water conditions.

DWR's Reliability Report incorporates future impacts on water deliveries as a result of best known future effects of climate change, anticipated changes in Sacramento River basin land uses and potential limited pumping of the SWP to protect salmon, smelt, and other species in the Sacramento-San Joaquin Delta and Central Valley areas. This includes operational restrictions placed on the SWP from biological opinions issued by the U.S. Fish and Wildlife Service (USFWS) in December 2008 and the National Marine Fisheries Service (NMFS) in June 2009 governing the SWP and Central Valley Project (a Federal water storage and conveyance facility) operations. Subsequently, a U.S. District Court Judge remanded the biological opinions to the USFWS and NMFS for further review and analysis. The long term impact of these issues cannot be fully quantified at this time. DWR plans to develop additional water supply facilities in order for the SWP to deliver contracted water beyond historical delivery quantities.

3.1.2.2 Colorado River Water Reliability

In addition to obtaining water from the SWP, MWD obtains water from the Colorado River. MWD owns and operates the Colorado River Aqueduct which conveys water from Lake Havasu on the Colorado River to water transmission pipelines and to Lake Matthews for storage. MWD's Colorado River water right includes a fourth and fifth priority under the 1931 Seven Party Agreement relating to California's share in the Colorado River water supply. In 1964 a United States Supreme Court decree (Arizona

v. California) limited California to 4.4 million AF per year from the Colorado River plus any available surplus water. An amount of 550,000 AF was allotted to California under the fourth priority right and an amount of 662,000 AF was allotted to California under the fifth priority right. MWD can receive water under the fifth priority right when the United States Secretary of the Interior determines that there is a surplus of water or if Arizona or Nevada does not use all of their allocated water. Through farm and irrigation conservation programs, improved reservoir system operations, land management programs, and water transfer and exchanges, MWD has increased the reliable supply from the Colorado River Aqueduct. According to MWD's "The Regional Urban Water Management Plan" (RUWMP), dated November 2010, the supply capability of the Colorado River Aqueduct through the year 2035 is at least 1,250,000 AFY during average, single dry, and multiple dry year conditions. A further discussion of MWD's additional water supplies is provided below.

3.1.2.3 Metropolitan Water District of Southern California

MWD provides approximately 95 percent of imported water supplies to the Main San Gabriel Basin for both replacement/recharge purposes and direct delivery. As discussed in Appendix D, imported water from MWD is provided through Upper District and TVMWD, which are both entitled to deliver and sell water from MWD. Untreated imported water can be spread and stored in the Main San Gabriel Basin for replacement/recharge. Treated imported water can be delivered directly to retail water utilities in the Main San Gabriel Basin with available connections.

MWD's RUWMP provides information regarding MWD's water supply reliability and the ability to meet all projected water demands. MWD has indicated in its report that, with the addition of all water supplies existing and planned, MWD would have the ability to meet all of its member agencies' projected supplemental demand for the next twenty years, even during a repeat of the worst drought scenario.

MWD's 2010 RUWMP considers DWR's "State Water Project Delivery Reliability Report 2009" (2009 Report), dated August 2010, which contains similar deliveries during future conditions as the 2011 Report. MWD's 2010 RUWMP concludes that MWD will have sufficient water available for anticipated water demands in its service area, including the Main San Gabriel Basin and Central Basin areas through the year 2035. In addition, since the delivery of replacement water can be shifted from dry years to wet years of water surplus, the available information shows adequate replacement water will be available through the year 2035.

Because of critically dry conditions in 2007 affecting MWD's main water supply sources and Federal Court rulings protecting the Delta Smelt and other aquatic species in the Sacramento-San Joaquin River Delta, SWP water deliveries were reduced. As a result, MWD adopted a Water Supply Allocation Plan (WSAP), in February 2008 to allocate available water supplies to its member agencies. The WSAP establishes ten different shortage levels and a corresponding Allocation to each member agency. Although member agency water use is not restricted to the Allocation, additional charges would be assessed on water used above the total annual Allocation. The WSAP provides a reduced Allocation to a member agency for its Municipal and Industrial (M&I) retail demand. The WSAP considers historical local water production, full service treated water deliveries, agricultural deliveries and water conservation efforts when calculating each member agency's Allocation.

In general, the WSAP process calculates total historical member agency demand. That historical demand is then compared to member agency projected local supply for a specific Allocation year. The balance required from MWD, less an Allocation reduction factor, is the member agency's "Water Supply Allocation". When an MWD Member Agency (such as Upper District and TVMWD) reduces its local demand through conservation or other means, the Allocation increases. The increased Allocation can be used for Full Service replenishment deliveries when an Allocation is in place.

In addition, MWD prepared a 2010 Update of its Integrated Resources Plan to evaluate water supply availability considering the recent developments discussed elsewhere in this Water Supply Assessment and provide a water resource strategy to meet future demands including anticipated groundwater replenishment demands.

According to MWD's 2013 Annual Report, no WSAP Allocations or restrictions were declared for fiscal year 2012-13 due in part to lower than expected demands, water stored in long term banking programs and MWD's extensive capability to draw on other available sources of supply. Although WSAP Allocations can be used to purchase imported water for replacement/recharge purposes, any requirement to purchase imported water for replacement/recharge purposes can be met when such water is available, including years when WSAP Allocations are not in effect.

Tables 8, 9, and 10 show MWD's projected total water supplies and demands through year 2035 for average, single dry, and multiple dry years, respectively. MWD has sufficient water supplies to meet all of its member agencies projected supplemental demand for the next twenty years, even during multiple dry years. MWD's greatest water demands, which occur during a multiple dry year, will increase at a rate of approximately 0.2 percent per year from approximately 2,236,000 AFY, in 2015, to 2,399,000 AFY, in 2035.

Table 8. MWD's Projected Average Year Water Supplies and Demands (AFY)

	2015	2020	2025	2030	2035
Supplies (Current Programs)	3,485,000	3,810,000	4,089,000	3,947,000	3,814,000
Demands	2,006,000	1,933,000	1,985,000	2,049,000	2,106,000
Surplus	1,479,000	1,877,000	2,104,000	1,898,000	1,708,000
Supplies (Proposed Programs)	588,000	689,000	1,051,000	1,051,000	1,051,000
Potential Surplus	2,067,000	2,566,000	3,155,000	2,949,000	2,759,000

Source: MWD's Regional UWMP, November 2010

Table 9. MWD's Projected Single Dry Year Water Supplies and Demands (AFY)

	2015	2020	2025	2030	2035
Supplies (Current Programs)	2,457,000	2,782,000	2,977,000	2,823,000	2,690,000
Demands	2,171,000	2,162,000	2,201,000	2,254,000	2,319,000
Surplus	286,000	620,000	776,000	569,000	371,000
Supplies (Proposed Programs)	762,000	862,000	1,036,000	1,036,000	1,036,000
Potential Surplus	1,048,000	1,482,000	1,812,000	1,605,000	1,407,000

Source: MWD's Regional UWMP, November 2010

Table 10. MWD's Projected Multiple Dry Year Water Supplies and Demands (AFY)

	2015	2020	2025	2030	2035
Supplies (Current Programs)	2,248,000	2,417,000	2,520,000	2,459,000	2,415,000
Demands	2,236,000	2,188,000	2,283,000	2,339,000	2,399,000
Surplus	12,000	229,000	237,000	120,000	16,000
Supplies (Proposed Programs)	404,000	553,000	733,000	755,000	755,000
Potential Surplus	416,000	782,000	970,000	875,000	771,000

Source: MWD's Regional UWMP, November 2010

3.1.2.4 San Gabriel Valley Municipal Water District

SGVMWD provides untreated imported SWP water supplies for replacement/recharge purposes to three (3) Main San Gabriel Basin producers (the Cities of Azusa, Alhambra, and Monterey Park). SGVMWD holds a long-term contract with the DWR for SWP water. SGVMWD currently has a contractual 'Table A' amount of 28,800 AFY of SWP water ('Table A' represents the proportion of available SWP water allocated and delivered to each SWP contractor. DWR determines the total amount of Table A water

to be delivered on an annual basis). According to Table 11, SGVMWD has provided an average of approximately 12,952 AFY of imported SWP water, between fiscal years 2003-04 to 2012-13, to the Main San Gabriel Basin for replenishment purposes (which includes transfer of imported water that had been delivered into SGVMWD's cyclic storage account for future replenishment demands). Future increases in water demand for the Cities of Azusa, Alhambra, and Monterey Park will be met by increased groundwater pumping which will result in increased replacement water demands. The increased replacement water demands for the Cities of Azusa, Alhambra, and Monterey Park will be supplied to the Main San Gabriel Basin by SGVMWD. Based on current and projected population information provided in SGVMWD's 2010 UWMP, and the 0.16 AFY per capita rate, mentioned in Section 3.1.1, the projected replacement water requirement for the Cities of Azusa, Alhambra, and Monterey Park will increase by approximately 5,300 AF from 2010 to 2035. This projected increase results in a total projected replacement water requirement from SGVMWD in 2035 of approximately 18,252 AFY. This value is approximately 63 percent of SGVMWD's full 'Table A' amount of 28,800 AFY.

Table 11. Replacement Water Provided by SGVMWD (AFY)

Fiscal Year	Replacement Water
1993-94	8,620.14
1994-95	5,691.49
1995-96	8,484.59
1996-97	14,525.94
1997-98	18,393.24
1998-99	9,018.27
1999-00	12,949.85
2000-01	13,289.32
2001-02	17,379.27
2002-03	9,887.14
2003-04	9,542.83
2004-05	10,405.60
2005-06	3,434.20
2006-07	4,244.02
2007-08	5,494.72
2008-09	20,315.34
2009-10	13,186.58
2010-11	14,655.86
2011-12	29,926.22
2012-13	18,318.41
20 Year Average	12,388.15

Source: Main San Gabriel Basin Watermaster Annual Report, 2012-13

As discussed previously, DWR's Draft 2013 Report indicates the delivery reliability of SWP water is approximately 62 percent, on average, over the next 20 years. Any requirement to purchase imported water for replacement/recharge purposes in the Main San Gabriel Basin can be met when such water is available. Additional SWP 'Article 21' water (or water that SWP contractors may receive on a short-term basis, when available during wet months, in addition to their Table A water) may also be available during wet hydrologic periods on the SWP watershed. The large underground storage available in the Main San Gabriel Basin will allow storage of surplus water, when available, to be used during years when SWP water is less available. SGVMWD has historically used the cyclic storage provisions of the Main San Gabriel Basin Judgment (mentioned in Appendix D) to store supplemental water for future withdrawals, thereby

reducing dependence on SWP water in any given year and increasing overall reliability. This conjunctive use of SGVMWD's SWP supply and Main San Gabriel Basin groundwater storage space provides a reliable replacement water supply. It is expected that such conjunctive use practices will also continue to ensure adequate replacement water supplies through 2035, especially given that the total amount of increase in SWP water demand by the Cities of Azusa, Alhambra, and Monterey Park will only be 5,300 AF between 2010 and 2035. Furthermore, SGVMWD has the ability to use all SWP water available to it for replenishment. Given the periodic nature of water supplies in California, SGVMWD's facilities and the Main San Gabriel Basin storage capacity will ensure that water budgets are balanced over the long term. SGVMWD has the ability to maximize replenishment of available water including surplus water during years when surplus water is available.

4.0 Future Supply

GSWC-SAS' main source of water supply is groundwater rights to the Main San Gabriel Basin. In addition, GSWC-SAS has the ability to purchase water through its connection with the City of Arcadia to supplement its primary groundwater supplies as needed.

Tables 12 through 14 show GSWC-SAS' projected water demands and sources of water supply, under future average, single dry, and multiple dry year scenarios, from 2015 to 2035. GSWC-SAS has historically met all of its water demands with groundwater production, as well as from purchased water from the City of Arcadia. GSWC-SAS has historically purchased an average of approximately 22 AFY from the City of Arcadia. GSWC-SAS' 2010 UWMP indicates GSWC-SAS will maintain its interconnection with the City of Arcadia for emergency use only. Even with GSWC-SAS' historically reliable water supplies, GSWC-SAS included a Water Shortage Contingency Plan in its 2010 UWMP that identifies actions that can be taken to respond to a catastrophic interruption of water supply. In addition, the California Public Utilities Commission (CPUC) has set forth specific guidelines regarding Mandatory Water Conservation and Rationing in its Rule No. 14.1 which GSWC-SAS has adopted (see Appendix E). If water supplies are temporarily insufficient to meet customer demand, GSWC-SAS may invoke Rule No. 14.1 to implement voluntary or mandatory conservation measures pursuant to its Water Shortage Contingency Plan.

GSWC-SAS' future water demands can be supplied by groundwater from the Main San Gabriel Basin. GSWC-SAS can rely on increased production from the Main San Gabriel Basin in accordance with the Main San Gabriel Basin Judgment (See Appendix C), even during periods of drought. As described in Appendix D, limitations have never been applied to groundwater producers with rights in the Main San Gabriel Basin. As previously discussed, GSWC-SAS has sufficient total groundwater production capacity in the Main San Gabriel Basin to produce current and projected future water demands, including the water requirements to supply the Project.

GSWC-SAS will continue to implement future system improvements, including reservoirs, pipelines, treatment, and booster stations, on an as-needed basis. In order to install these additional potential system improvements, GSWC-SAS may need to satisfy the following requirements:

- CPUC requirements
- CEQA requirements
- State Water Resources Control Board Division of Drinking Water requirements
- City/County approval for construction projects

Tables 12, 13, and 14 show that pumping from the Main San Gabriel Basin will provide sufficient water supply for GSWC-SAS to meet all present and future water supply requirements of the Project under all conditions for the next twenty years and through 2035.

Table 12. Future Water Supplies in Normal Years (AFY)

Demand and Supply		2015	2020	2025	2030	2035
Demand (Without Project) [1]		4,235	4,414	4,557	4,698	4,815
Additional Demands from Irwindale Outlet Center Project [2]		0	140	140	140	140
Total Demand (With Projects)		4,235	4,554	4,697	4,838	4,955
Water Supplies	Main Basin [3]	4,235	4,554	4,697	4,838	4,955
	Total	4,235	4,554	4,697	4,838	4,955

Notes: [1] Water demands based on demands provided in GSWC-SAS' 2010 UWMP.

[2] For the purposes of this Water Supply Assessment, it is assumed that an average of 20 AFY for existing water demands at the Project site (from the Irwindale Speedway) has been incorporated in the water demand projections in GSWC-SAS' 2010 UWMP. The proposed Project will replace the existing use at the Project site. As a result, the proposed Project will result in a net water demand increase of 140 AFY (or 160 AFY – 20 AFY) above the existing water demands at the Project site. It is assumed Project construction will begin in 2016 and end by 2020

[3] Groundwater totals from Main Basin were adjusted to supply water demands for the Project (in addition to demands incorporated in GSWC-SAS' 2010 UWMP)

Table 13. Comparison of 2015 Water Supply and Demand in Normal, Single Dry, and Multiple Dry Years (AFY)

Demand and Supply		Normal Year	Single Dry Year	Multiple Dry Years		
				Dry Year 1	Dry Year 2	Dry Year 3
Demand (Without Projects) [1]		4,235	4,235	3,899	4,067	4,235
Additional Demands from Irwindale Outlet Center Project [2]		0	0	0	0	0
Total Demand (With Projects)		4,235	4,235	3,899	4,067	4,235
Water Supplies	Main Basin [3]	4,235	4,235	3,899	4,067	4,235
	Total	4,235	4,235	3,899	4,067	4,235

Notes:

[1] Water demands based on demands provided in GSWC-SAS' 2010 UWMP.

[2] For the purposes of this Water Supply Assessment, it is assumed that an average of 20 AFY for existing water demands at the Project site (from the Irwindale Speedway) has been incorporated in the water demand projections in GSWC-SAS' 2010 UWMP. The proposed Project will replace the existing use at the Project site. As a result, the proposed Project will result in a net water demand increase of 140 AFY (or 160 AFY – 20 AFY) above the existing water demands at the Project site. It is assumed Project construction will begin in 2016 and end by 2020. Single and multiple dry year demands are based on the proportions of average water demand to single dry year and multiple dry year water demands, identified in GSWC-SAS' 2010 UWMP.

[3] Groundwater totals from Main Basin were adjusted to supply water demands for the Project (in addition to demands incorporated in GSWC-SAS' 2010 UWMP)

Table 14. Comparison of 2035 Water Supply and Demand in Normal, Single Dry, and Multiple Dry Years (AFY)

Demand and Supply		Normal Year	Single Dry Year	Multiple Dry Years		
				Dry Year 1	Dry Year 2	Dry Year 3
Demand (Without Projects) [1]		4,815	4,815	4,769	4,792	4,815
Additional Demands from Irwindale Outlet Center Project [2]		140	438	434	436	438
Total Demand (With Projects)		4,955	5,253	5,203	5,228	5,253
Water Supplies	Main Basin [3]	4,955	5,253	5,203	5,228	5,253
	Total	4,955	5,253	5,203	5,228	5,253

- Notes:**
- [1] Water demands based on demands provided in GSWC-SAS' 2010 UWMP.
 - [2] For the purposes of this Water Supply Assessment, it is assumed that an average of 20 AFY for existing water demands at the Project site (from the Irwindale Speedway) has been incorporated in the water demand projections in GSWC-SAS' 2010 UWMP. The proposed Project will replace the existing use at the Project site. As a result, the proposed Project will result in a net water demand increase of 140 AFY (or 160 AFY – 20 AFY) above the existing water demands at the Project site. It is assumed Project construction will begin in 2016 and end by 2020. Single and multiple dry year demands are based on the proportions of average water demand to single dry year and multiple dry year water demands, identified in GSWC-SAS' 2010 UWMP.
 - [3] Groundwater totals from Main Basin were adjusted to supply water demands for the Project (in addition to demands incorporated in GSWC-SAS' 2010 UWMP)

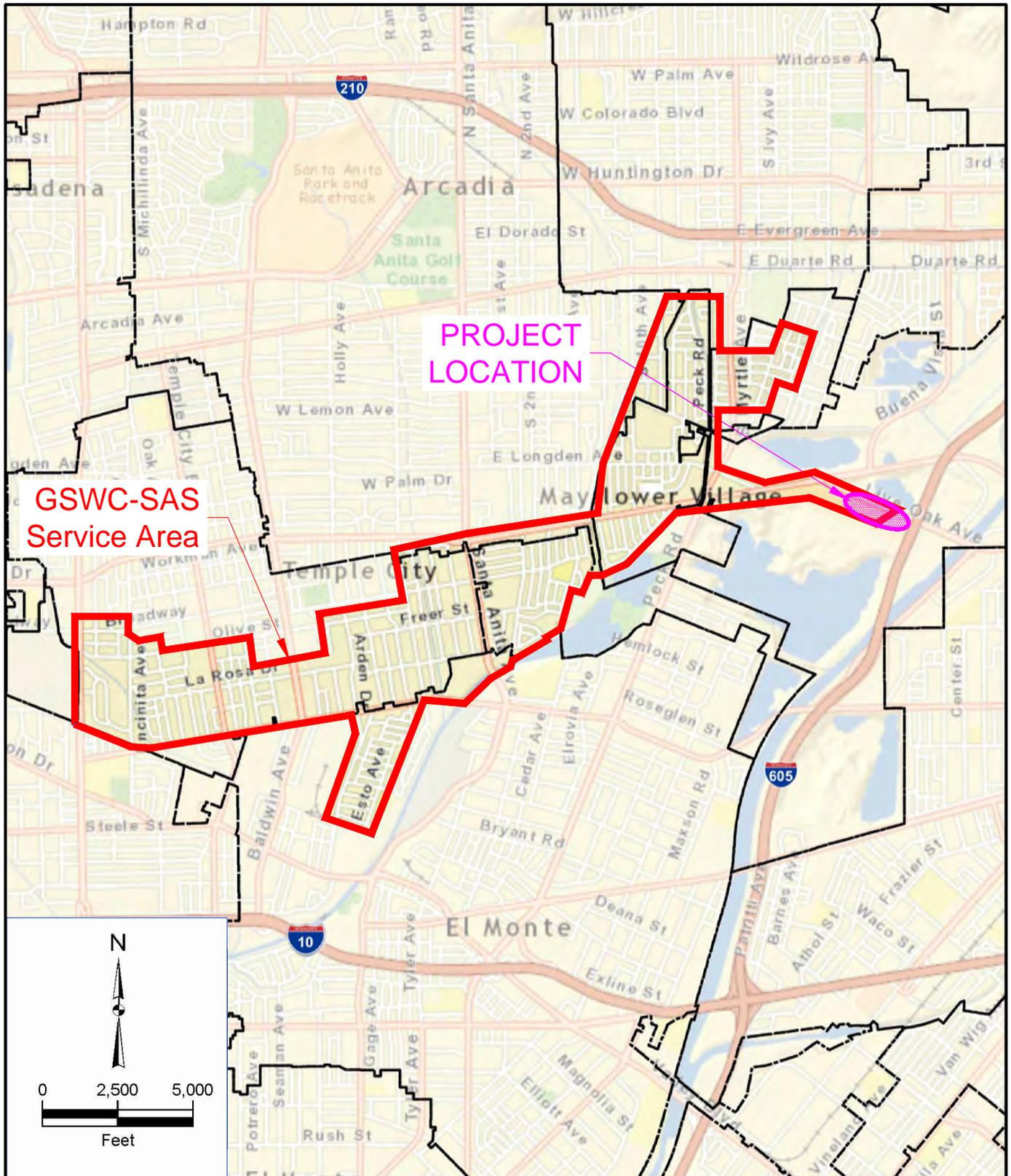
In addition to GSWC-SAS' groundwater extraction from the Main San Gabriel Basin, GSWC-SAS has the ability to obtain supplemental water supplies from the purchase of water from the City of Arcadia. Furthermore, as mentioned previously, and in Appendix D, cyclic storage provisions allow producers, including Golden State Water Company, to store supplemental water within the Main San Gabriel Basin for the purpose of supplying replacement water.

As presented in Section 3 and Appendix D, active and effective groundwater management and access to supplemental imported water enabled water producers in the Main San Gabriel Basin to historically meet water demands, including during single and multiple dry years. Based on the demonstrated reliability of water resources available to GSWC-SAS, including GSWC-SAS' access to the Main San Gabriel Basin

water supplies including imported replacement water, GSWC-SAS has sufficient and reliable potable water supplies to meet its future demands with the Project from 2015 to 2035, including during single and multiple dry years.

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FIGURE 1



Source : 2010 Urban Water Management Plan, Kennedy / Jenks Consultants



861 VILLAGE OAKS DRIVE, STE 100
 COVINA, CALIFORNIA 91724
 TEL: (626) 967-6202
 FAX: (626) 331-7065

2171 E Francisco Blvd., Suite K
 San Rafael California 94901

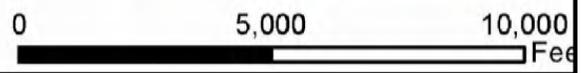
STETSON
 ENGINEERS INC.

2651 W Guadalupe Rd., Suite A209
 Mesa Arizona 85202

GOLDEN STATE WATER COMPANY - SOUTH ARCADIA SYSTEM

**GSWC-SAS
 SERVICE AREA MAP**

FIGURE 2




861 VILLAGE OAKS DRIVE, STE 100
COVINA, CALIFORNIA 91724
TEL: (626) 967-6202
FAX: (626) 331-7065

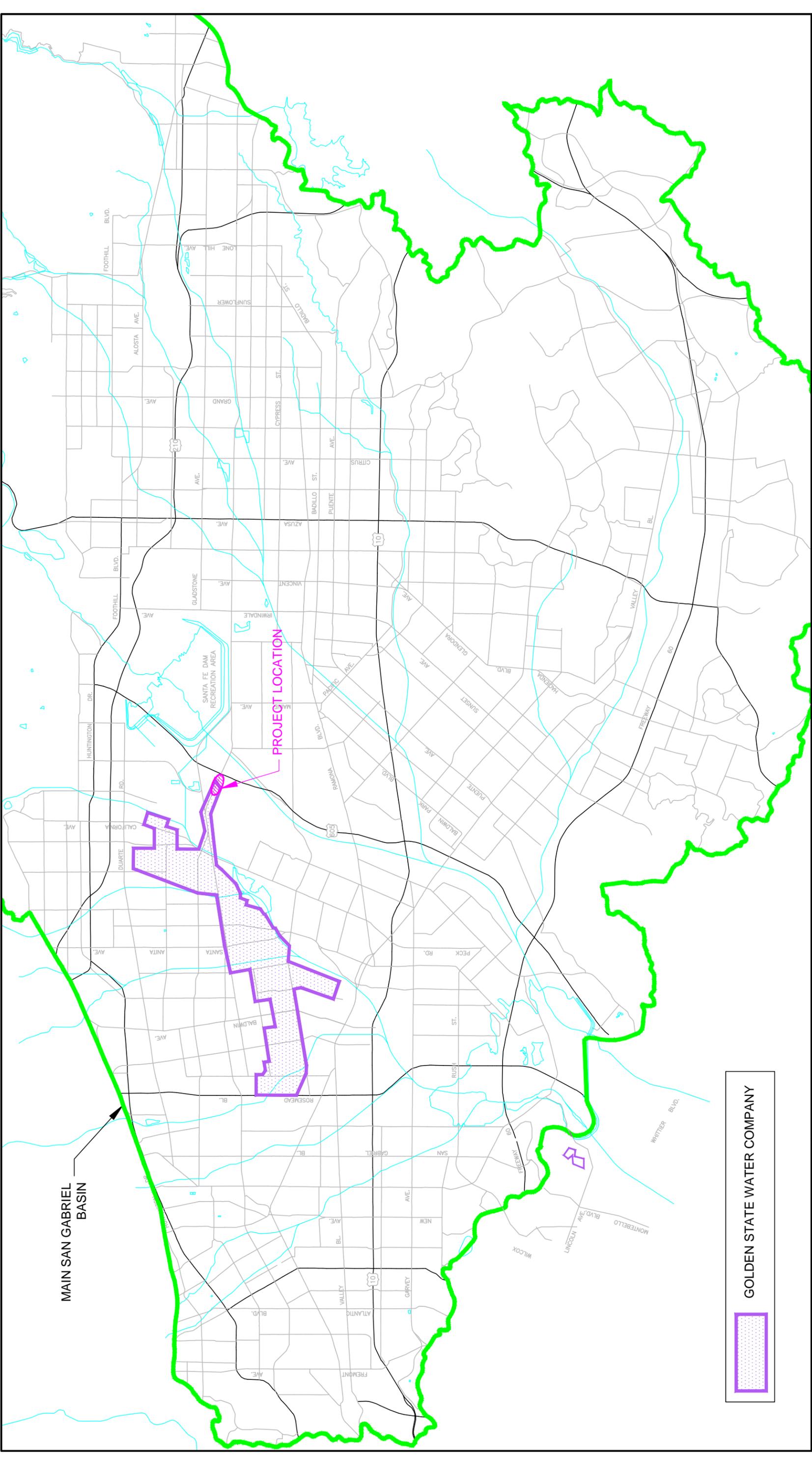
2171 E Francisco Blvd., Suite K
San Rafael California 94901

2651 W Guadalupe Rd., Suite A209
Mesa Arizona 85202

GOLDEN STATE WATER COMPANY - SOUTH ARCADIA SYSTEM

**GSWC-SAS
PROJECT LOCATION**

FIGURE 3



GOLDEN STATE WATER COMPANY - SOUTH ARCADIA SYSTEM

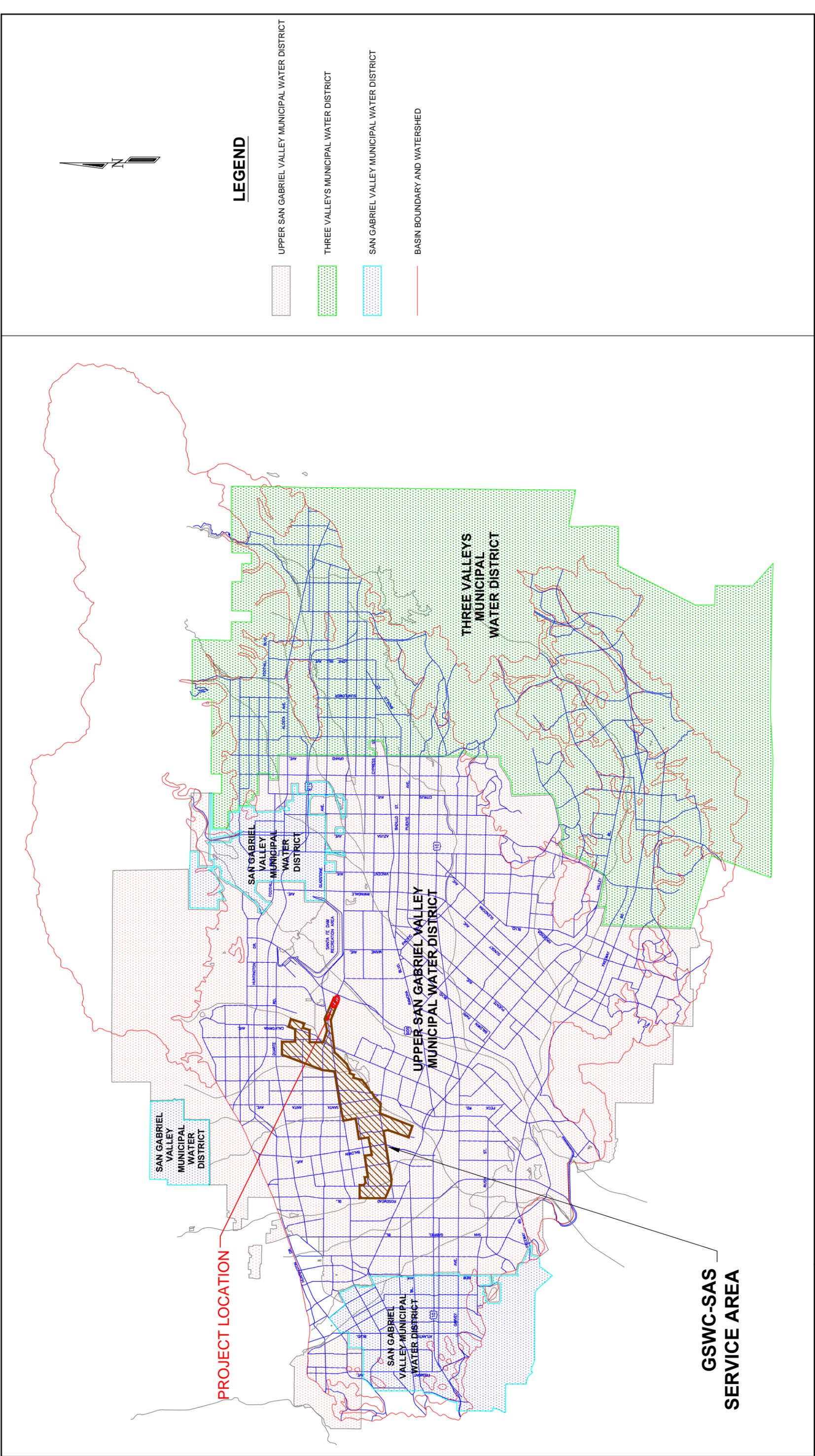
GSWC-SAS SERVICE AREA WITHIN MAIN SAN GABRIEL BASIN

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 Mesa, Arizona 85202

FIGURE 4



LEGEND

- UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
- THREE VALLEYS MUNICIPAL WATER DISTRICT
- SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
- BASIN BOUNDARY AND WATERSHED

PROJECT LOCATION

**GSWC-SAS
SERVICE AREA**

GOLDEN STATE WATER COMPANY - SOUTH ARCADIA SYSTEM

MUNICIPAL WATER DISTRICT BOUNDARIES

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