

Urban Water Management Plan 2010



THREE VALLEYS MUNICIPAL WATER DISTRICT
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CONTACT SHEET

Date Plan Submitted to the Department of Water Resources: **June 16, 2011**

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The water supplier is a: **Municipal Water District**
The water supplier is a: **Wholesaler**

NOTICE OF ADOPTION

The Board of Directors of the Three Valleys Municipal Water District ("District") held a public hearing on Wednesday, May 18, 2011, at 8:00 a.m., at the District's Headquarters located at 1021 E. Miramar Avenue in Claremont, California, for the purpose of reviewing and considering possible adoption of the District's 2010 Urban Water Management Plan.

Prior to said public hearing, all persons were invited to review the District's proposed 2010 Urban Water Management Plan, which was available for public inspection at the District's Headquarters at the above location during regular business hours, and to submit written comments thereto to the District. Written and oral comments to the District's proposed 2010 Urban Water Management Plan may be submitted to the District's Board of Directors at the time of the public hearing thereon.



Richard W. Hansen, P.E., General Manager

May 18, 2011

Date

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- Appendix A Letter regarding TVMWD preparation of 2010 Urban Water Management Plan
- Appendix B Notice of Public Hearing for the 2010 Urban Water Management Plan
- Appendix C Letter inviting review of TVMWD 2010 Urban Water Management Plan
- Appendix D Chino Basin Judgment
- Appendix E Main San Gabriel Basin Judgment
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- Appendix H Water Conservation Ordinance
- Appendix I Water Supply Allocation Plan
- Appendix J Resolution No. 11-05-674: Three Valleys MWD adoption of UWMP
- Appendix K UWMP Checklist

ABBREVIATIONS

Act	Urban Water Management Planning Act
AF or ac-ft	acre-feet
AFY or ac-ft/yr	acre-feet per year
BMPs	best management practices
BSA	Boy Scouts of America
cfs	cubic feet per second
CIC	Covina Irrigating Company
CIMIS	California Irrigation Management Information System
Council	California Urban Water Conservation Council
CPE	comprehensive performance evaluation
CSA	customer service area
CT	concentration time
D/DBP	disinfectant/disinfection by-product
DMM	demand management measure
DOF	(California) Department of Finance
DPH	(California) Department of Public Health
DWR	(California) Department of Water Resources
EC	enhanced coagulation
EPA	(U.S.) Environmental Protection Agency
ERP	emergency response plan
gpm	gallons per minute
GSWC	Golden State Water Company
HAAs	haloacetic acids
IESWTR	Interim Enhanced Surface Water Treatment Rule
IRP	Integrated Resources Plan
JWL	Pomona-Walnut-Rowland Joint Water Line
LACDPW	Los Angeles County Department of Public Works
LACSD	Sanitation Districts of Los Angeles County
MCLs	maximum contaminant levels
MGD	million gallons per day
MMM	multimedia mitigation

ABBREVIATIONS

MOU	memorandum of understanding (regarding urban water conservation in California)
MWD	Metropolitan Water District of Southern California
MSAC	Mt. San Antonio College
N/A	not available
NDMA	N-nitrosodimethylamine
NTU	nephelometric turbidity units
O&M	operation and maintenance
OEHHA	(California) Office of Environmental Health Hazard Assessment
PUC	(California) Public Utilities Commission
RO	reverse osmosis
RWD	Rowland Water District
SASG	San Antonio Spreading Grounds
SCAG	Southern California Association of Governments
SDWA	Safe Drinking Water Act
SWP	State Water Project
SWS	Suburban Water Systems
SWTR	Surface Water Treatment Rule
TCR	Total Coliform Rule
TDS	total dissolved solids
TOC	total organic carbon
TTHMs	Total Trihalomethanes
TVMWD	Three Valleys Municipal Water District
ULFT	ultra low-flush toilet
UWMP	Urban Water Management Plan
VHWC	Valencia Heights Water Company
VOCs	volatile organic compounds
WEWAC	Water Education Water Awareness Committee
WSAP	Water Supply Allocation Program
WSDM	Water Surplus and Drought Management
WVWD	Walnut Valley Water District

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I PLAN PREPARATION

Three Valleys Municipal Water District (TVMWD or District) prepared this Urban Water Management Plan (UWMP) in accordance with the California Urban Water Management Planning Act (California Water Code, Sections 10610 through 10656). The passing of the initial Act (Assembly Bill 797) in 1983 and its subsequent amendments require that “Urban Water Suppliers” providing water service to 3,000 or more customers (direct or indirect), or supplying more than 3,000 acre-feet of water annually prepare, adopt, and file an Urban Water Management Plan with the California Department of Water Resources (DWR) every five years. The District’s previous filing of the UWMP was in 2005, and this current filing is relevant to information and projections for the 2010 edition.

TVMWD prepared its initial UWMP in 1985 and submitted it to DWR. In 1990, the District drafted an updated UWMP, but the plan was never completed nor adopted. In 1992, TVMWD prepared its Water Shortage Contingency Plan (WSCP) in response to amendment AB11X of the Urban Water Management Planning Act, effective October 1991. The WSCP estimated minimum water supply projections, provided consumption reduction methods, and developed other elements related to drought contingency planning in California. The 1995 UWMP updated both the 1985 UWMP and 1990 draft UWMP, as well as incorporated applicable components of the WSCP. As required, a 2000 Plan was submitted in accordance with all guidelines and requirements at that time.

This 2010 UWMP provides the District’s existing and projected water demands as well as sources of current and future water supply, projected water uses, water conservation measures, water rate structure, and drought management programs. The UWMP also highlights regional water management activities that TVMWD currently conducts, or plans to conduct within the next five years, in cooperation with its member agencies. Through its implementation of conservation Best Management Practices, as well as the development of a Local Resources Development Program in cooperation with other local water suppliers, TVMWD continues to be involved with water

resource and conservation activities within its service area.

OVERVIEW OF THREE VALLEYS MUNICIPAL WATER DISTRICT

Rapid population expansion and economic development throughout Los Angeles County during the early 1900s heightened the demand on existing water supplies. In the semi-arid environment of southern California, new water sources were sought because local water supply sources were unable to accommodate the increasing demand caused by such influx and development. In 1928, the Metropolitan Water District of Southern California (MWD) was formed by eleven southern California cities to consolidate the diverse water requirements of the region into an agency with regional water resource planning objectives. The seminal project responsible for unifying the interests of these southern California communities was the 1941 completion of the 242-mile long Colorado River Aqueduct, which enabled the MWD to adequately provide imported water to its regional constituency. Subsequently, the California State Water Project was constructed, providing MWD with additional imported water from northern California.



In 1945, the Pomona Area Water Committee was assembled for the purpose of securing annexation into MWD’s service area to gain access to

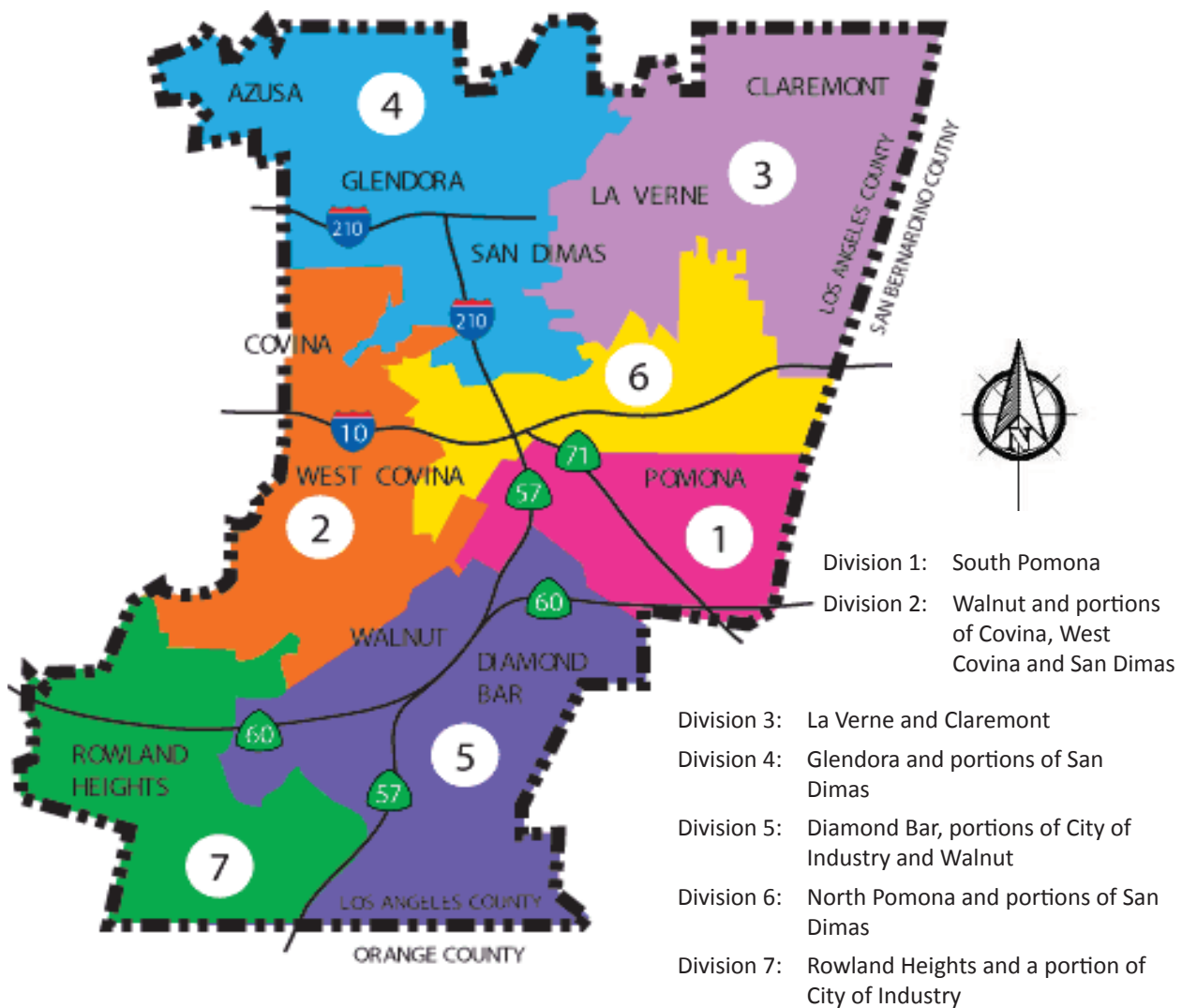
imported water supplies to serve the Pomona Valley, Walnut Valley, as well as the eastern portion of the San Gabriel Valley. Five years later, in January of 1950, the Pomona Valley Municipal Water District was created and effectively incorporated into MWD by November of the same year. Later, as the District developed and annexed additional Los Angeles County areas, its name was modified to Three Valleys Municipal Water District (TVMWD), more aptly describing the service area that the District encompassed.

TVMWD is a local public agency organized under the provisions of the Municipal Water District Law of 1911, California Water Code Sections 71000-73000. As the Act reads, the primary functions of TVMWD are to acquire, control, distribute, store,

purify, and conserve water for the beneficial use of its entire service area. TVMWD exclusively supplies water at wholesale to its member agencies, which in turn, either retail the water directly to their customers, or wholesale it to other public agencies and private water companies for resale. Most of TVMWD's retail member agencies draw from local sources of water available, however when water demands exceed these local supplies, the member agencies rely on TVMWD to supply their supplementary needs.

TVMWD is governed by a seven-member Board of Directors. Each director is publicly elected to represent one of seven defined divisional boundaries within the District. General descriptions of the seven divisions are as shown below in Figure 1-A.

Figure 1-A: Division Boundaries within TVMWD



The directors serve staggered, four-year terms with elections taking place in November of even-numbered years. The elected members of the Board are required to reside within the Division that they represent. Public board meetings are generally held the third Wednesday of each month at 8:00 a.m.

As a MWD member agency, Three Valleys is allocated one (1) seat on MWD’s governing Board. The TVMWD Board members are responsible for appointing a representative to MWD’s 37-member Board of Directors.

The District’s mission statement “is to supplement and enhance local water supplies to meet customers’ needs for adequate, high quality, reliable water in a cost-effective as well as environmentally sound manner”.

To achieve this mission, TVMWD works to diversify the region’s water resources while minimizing long-term costs as well as the environmental

impacts incurred. In its development of new water resources, TVMWD will assess the technical and economic feasibility of a proposal and seek to develop a concept for implementation, operation and ownership with the goal of achieving consensus among the retail water purveyors, and will only move forward after considering best management practices for the water projects developed.

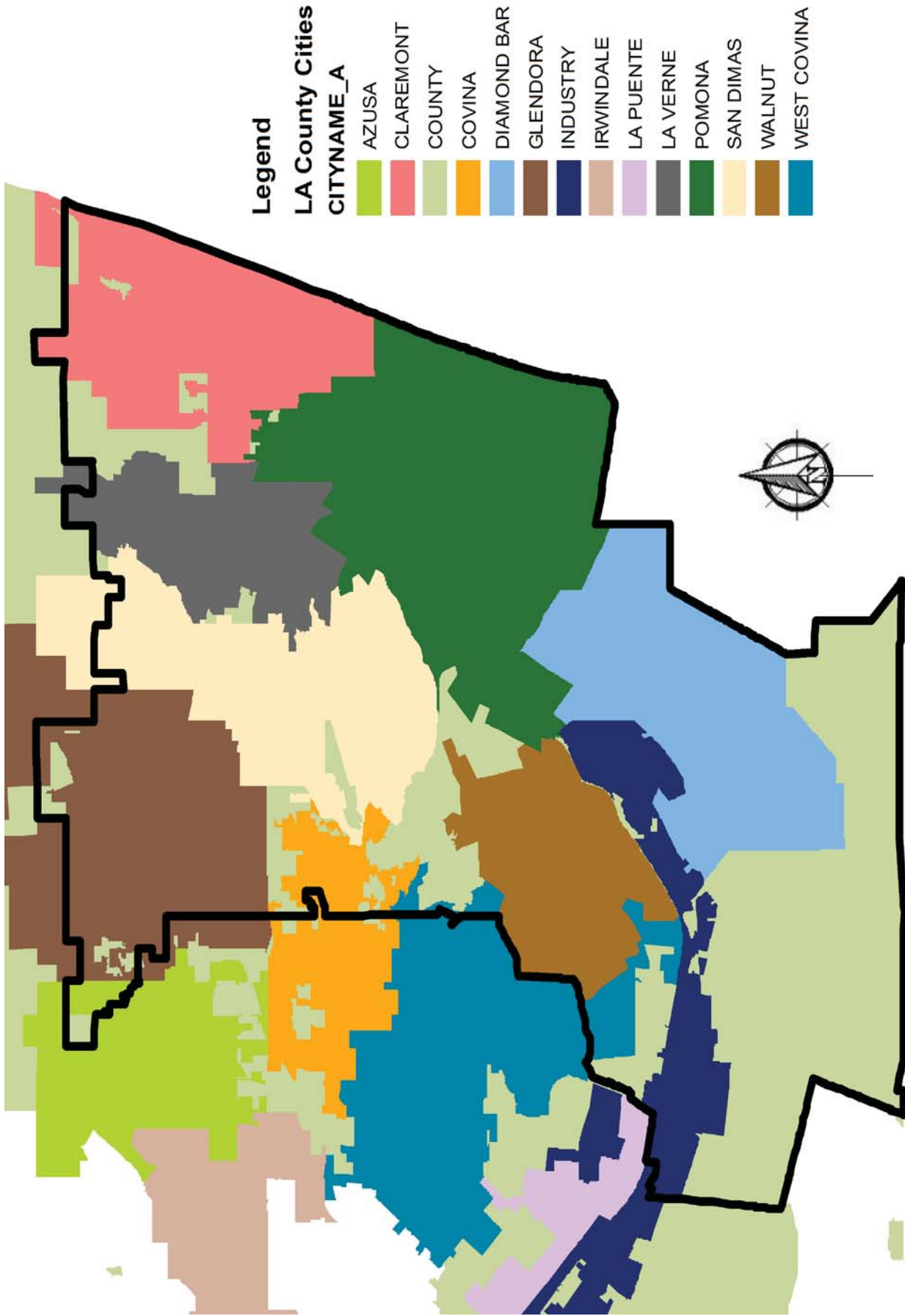
TVMWD’s service area encompasses the Pomona Valley, Walnut Valley, and eastern portion of the San Gabriel Valley. The District has contiguous boundaries with five different municipal water districts, four of which are also member agencies of MWD. The District’s boundary encompasses approximately 133.3 square miles and a current population estimate of 570,000.

Table 1-1 lists the 14 water purveyors with all or portions of their respective service areas residing within the boundaries of TVMWD. Figure 1-B shows the incorporated cities wholly or partially within TVMWD’s service area.

Table 1-1: TVMWD Member Agencies

Name of Agency	General Description of Service Area
Boy Scouts of America (Firestone Reservation)	the property comprising the Firestone Scout Reservation in southeast Diamond Bar
California State Polytechnic University, Pomona	located in Pomona and comprising the campus and property owned and operated by the State of California university system
City of Covina	portions of the City of Covina located mainly east of Grand Avenue
Covina Irrigating Company	wholesale water provider delivering water to the cities of Covina and Glendora, and the service areas of Golden State Water Co. (San Dimas), Suburban Water Systems, and Valencia Heights Water Co.
City of Glendora	city boundaries of Glendora
Golden State Water Co. (Claremont)	city boundaries of Claremont
Golden State Water Co. (San Dimas)	city boundaries of San Dimas and portions of Covina
City of La Verne	city boundaries of La Verne
Mt. San Antonio College	located in Walnut and comprising the campus and property owned and operated by the State of California junior college system
City of Pomona	city boundaries of Pomona
Rowland Water District	unincorporated communities of Rowland Heights and Hacienda Heights and portions of Industry, La Puente, and West Covina
Suburban Water Systems	portions of Covina, Glendora, and West Covina
Valencia Heights Water Co.	portions of Covina and West Covina
Walnut Valley Water District	all or portions of Diamond Bar, Industry, Pomona, Rowland Heights, Walnut, and West Covina

Figure 1-B: Cities within the TVMWD Service Area



COORDINATION WITH LOCAL AGENCIES

In January 2010 through April 2010, TVMWD visited most of its retail member agencies to gather general information regarding each water system's capabilities and future plans and projects envisioned to address potential future growth in demand.

In August 2010, TVMWD sent out notices to each of its member agencies within its service area seeking input for development of the UWMP (see TVMWD letter dated 8/6/10 in Appendix A). Also, TVMWD typically hosts monthly Member Agency Managers' meetings wherein discussion and/or

updates regarding the UWMP took place. A draft copy of the UWMP was provided in an electronic format on March 3, 2011 to all TVMWD member agencies. A final DRAFT version was provided March 15, 2011 also via e-mail distribution.

The District also distributed copies of the Draft Plan via e-mail to the Inland Empire Utilities Agency, Upper San Gabriel Valley Municipal Water District, Chino Basin Watermaster, Main San Gabriel Basin Watermaster, and Metropolitan Water District of Southern California. The following table lists the various local agencies and their respective involvement with the preparation of the UWMP.

Table 1-2: Participation by Agencies

Agency	Participation in Development	Commented on the Draft	Attended Public Mtgs	Contacted for Assistance	Received a Copy of DRAFT	Sent Notice of Intent to Adopt
Azusa, City of					X	X
Boy Scouts of America					X	X
Cal Poly Pomona	X		X	X	X	X
Chino Basin Watermaster					X	X
Claremont, City of					X	X
Covina, City of	X		X	X	X	X
Diamond Bar, City of					X	X
Glendora, City of	X		X	X	X	X
Golden State Water Co.			X	X	X	X
Industry, City of					X	X
Inland Empire Utilities Agency					X	X
La Puente, City of					X	X
La Verne, City of	X		X	X	X	X
Los Angeles County					X	X
Main San Gabriel Basin Watermaster					X	X
Metropolitan Water District	X			X	X	X
Mt. San Antonio College	X			X	X	X
Pomona, City of		X	X	X	X	X
Rowland Water District	X		X	X	X	X
Suburban Water Systems	X		X	X	X	X
Upper San Gabriel Valley MWD					X	X
Valencia Heights Water Co.	X		X	X	X	X
Walnut Valley Water District	X		X	X	X	X
Walnut, City of					X	X

PUBLIC NOTICE/PARTICIPATION AND PLAN ADOPTION

Beginning on March 15, 2011, the Draft Plan was distributed and made available for review and comment to the general public. A public hearing was scheduled at the regular meeting of the TVMWD Board of Directors on May 18, 2011 at 8:00 a.m. Written comments were received through May 18, 2011. Where appropriate, this Plan has been modified to incorporate comments received from the public, interested organizations and other agencies.

Notices of the Public Hearing (copy attached in Appendix B), were advertised in the San Gabriel Valley Tribune and the Inland Valley Daily Bulletin on May 11 and May 16, 2011.

TVMWD also sent notifications to all cities and counties in its service area that the UWMP was being updated and that each was invited to provide comments during the update process. This notification took place on March 15, 2011. A copy of the letter mailed to those entities is included in Appendix C.

A copy of the Plan was available for public review at the District's Administrative office and on its website at ***www.threevalleys.com***.

2 SERVICE AREA

Three Valleys Municipal Water District's service area is located in the eastern portion of Los Angeles County and includes the cities and communities of Charter Oak, Claremont, Covina, Covina Knolls, Diamond Bar, Glendora, Industry, La Verne, Pomona, Rowland Heights, San Dimas, Walnut, and West Covina. Created in 1950, TVMWD is a municipal water district operating under the provisions of the Municipal Water District Act embodied in Water Code Section 71000 et seq. The District is a wholesale water supplier providing supplementary supply to its retail member agencies. Except for a very small percentage of groundwater supply, TVMWD's primary resource is import water from the Metropolitan Water District of Southern California (MWD).

METROPOLITAN WATER DISTRICT (MWD)

As a water wholesaler, MWD has no retail customers. It distributes treated and untreated import water from the Colorado River and northern California (SWP) to its member agencies. MWD provides an average of 50% of the municipal, industrial and agricultural water used within its service area. The remaining 50% comes from local wells, local surface water, recycling, and from the

City of Los Angeles' aqueduct in the eastern Sierra Nevada.

MWD's primary goal is to provide reliable import water supplies in conjunction with local supplies to meet the water needs of its service area at the lowest possible cost. In the past, the delivery of water to MWD member agencies has been nearly 100% reliable. However, as existing import supplies from the Colorado River and State Water Project face increasing challenges and restrictions, the reliability of deliveries from these sources continues to decline.

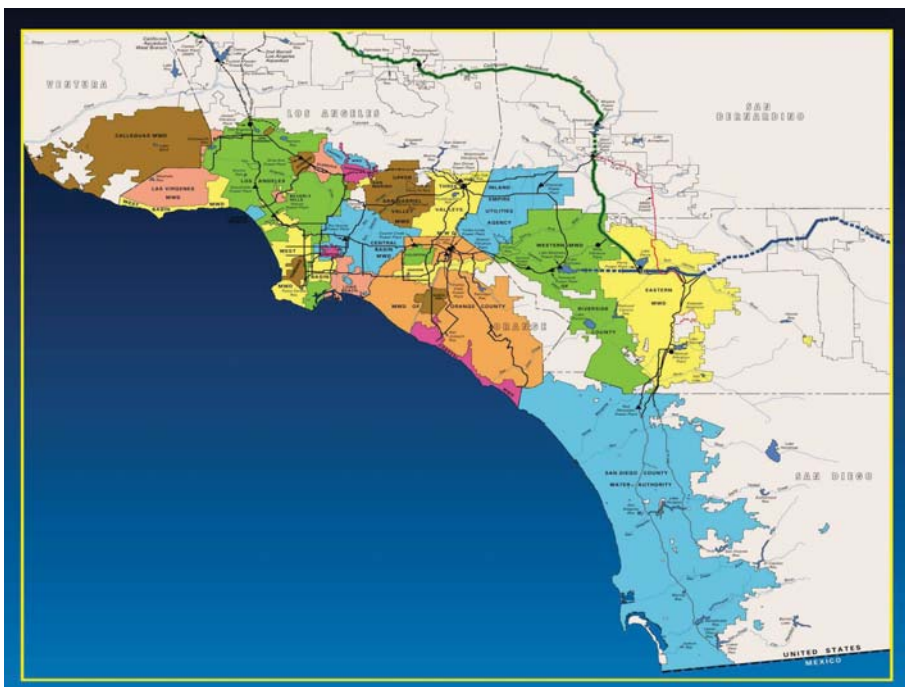
To address these challenges, MWD and its member agencies developed an Integrated Water Resources Plan (IRP) in 1996, updated in 2004, and more recently in 2010. The IRP process seeks to assess the mix of available water sources (local and imported), evaluate storage and conservation strategies, and develop an overall plan to provide a sustainable water supply for the future demand of the region.

MWD prepares its own Regional Urban Water Management Plan (RUWMP), and the concepts and strategies generated during the IRP process

are used as the basis for developing the RUWMP. TVMWD's UWMP was prepared with the information provided during the development of MWD's RUWMP (November 2010).

Finally, MWD provides financial support for local water projects and water conservation programs implemented by its member agencies. These projects and programs contribute to an increase in the reliable regional water supplies available to its service area.

Figure 2-A: MWD Service Area Map



THREE VALLEYS MUNICIPAL WATER DISTRICT

TVMWD is one of 27 member agencies of the Metropolitan Water District. In turn, TVMWD has retail member agencies within its service area

to which the District supplies imported water to these retail agencies' individual distribution systems. It is the retail agencies that deliver water directly to the consumer and end users through-

Table 2-1: Description of Member Agency Service Area and Supply Sources

Member Agency	Description / Service Area / Supply Sources
Boy Scouts of America	<ul style="list-style-type: none"> <i>The BSA is one of three institutional users within the TVMWD service area that uses imported water from the District to serve its individual property.</i> <i>The BSA owns and operates the Firestone Reservation, a campground and wilderness facility located in the southern portion of TVMWD's service area.</i> <i>The Firestone Reservation maintains a relatively small demand for water and its sole source is its import supply.</i>
California State Polytechnic University, Pomona	<ul style="list-style-type: none"> <i>Cal Poly Pomona is a college campus and another of the institutional users within TVMWD that serves only the water needs of the university.</i> <i>Cal Poly is located in the central portion of the District's service area and enjoys a mix of imported water and groundwater for its domestic supply and recycled water purchased from the City of Pomona for its irrigation use.</i>
City of Covina	<ul style="list-style-type: none"> <i>The city serves incorporated and unincorporated territories of Covina. Its service area straddles the boundary between TVMWD and the neighboring wholesale water agency, Upper San Gabriel Valley Municipal Water District (USGVMWD). Approximately 27% of the City's service area is within TVMWD.</i> <i>Covina receives most of its water supply from another wholesale water agency (see Covina Irrigating Co.), which consists of local surface and groundwater sources. When needed, the City will also draw on imported water through TVMWD.</i>
Covina Irrigating Company	<ul style="list-style-type: none"> <i>CIC is the lone wholesale water agency among the retail agencies within the TVMWD service area. CIC's shareholders to whom it delivers water include some of the agencies on this list as well as one in the USGVMWD service area.</i> <i>CIC currently draws groundwater from the Main San Gabriel Basin and surface water from the San Gabriel River. A proposed project will soon allow delivery of imported water into CIC's system for subsequent delivery to its retail customers.</i>
City of Glendora	<ul style="list-style-type: none"> <i>The City serves most of the incorporated and unincorporated territories of Glendora and about 98% of its service area is within the boundaries of TVMWD (the remainder being within USGVMWD's area). The city is located in the northwestern portion of the District's service area.</i> <i>Glendora's primary supply is groundwater pumped from the Main San Gabriel Basin. The City also receives water from CIC and typically uses imported water only when its other sources are not available or during high summer demand periods.</i>
Golden State Water Company	<ul style="list-style-type: none"> <i>GSWC is a privately-owned water company regulated by the Public Utilities Commission (PUC). It serves two non-contiguous areas within TVMWD's boundaries. The first is the Claremont system and the other is its San Dimas system. As their names infer, these systems cover the cities of Claremont and San Dimas, respectively.</i> <i>GSWC's Claremont system uses a mix of groundwater drawn from the Six Basins and Chino Basin as well as imported water treated at TVMWD's Miramar Water Treatment Plant (WTP).</i> <i>GSWC's San Dimas system draws from a number of sources including CIC (surface and groundwater), its own groundwater from the Main San Gabriel Basin, and imported water from MWD/TVMWD. The San Dimas system also has a small amount of surface water available in its resource mix, but is used only for non-potable irrigation purposes.</i>
City of La Verne	<ul style="list-style-type: none"> <i>The City is located in the northern portion of TVMWD's service area and serves the incorporated territory of La Verne.</i> <i>It uses a mix of groundwater from the Six Basins and imported water treated at TVMWD's Miramar WTP.</i>

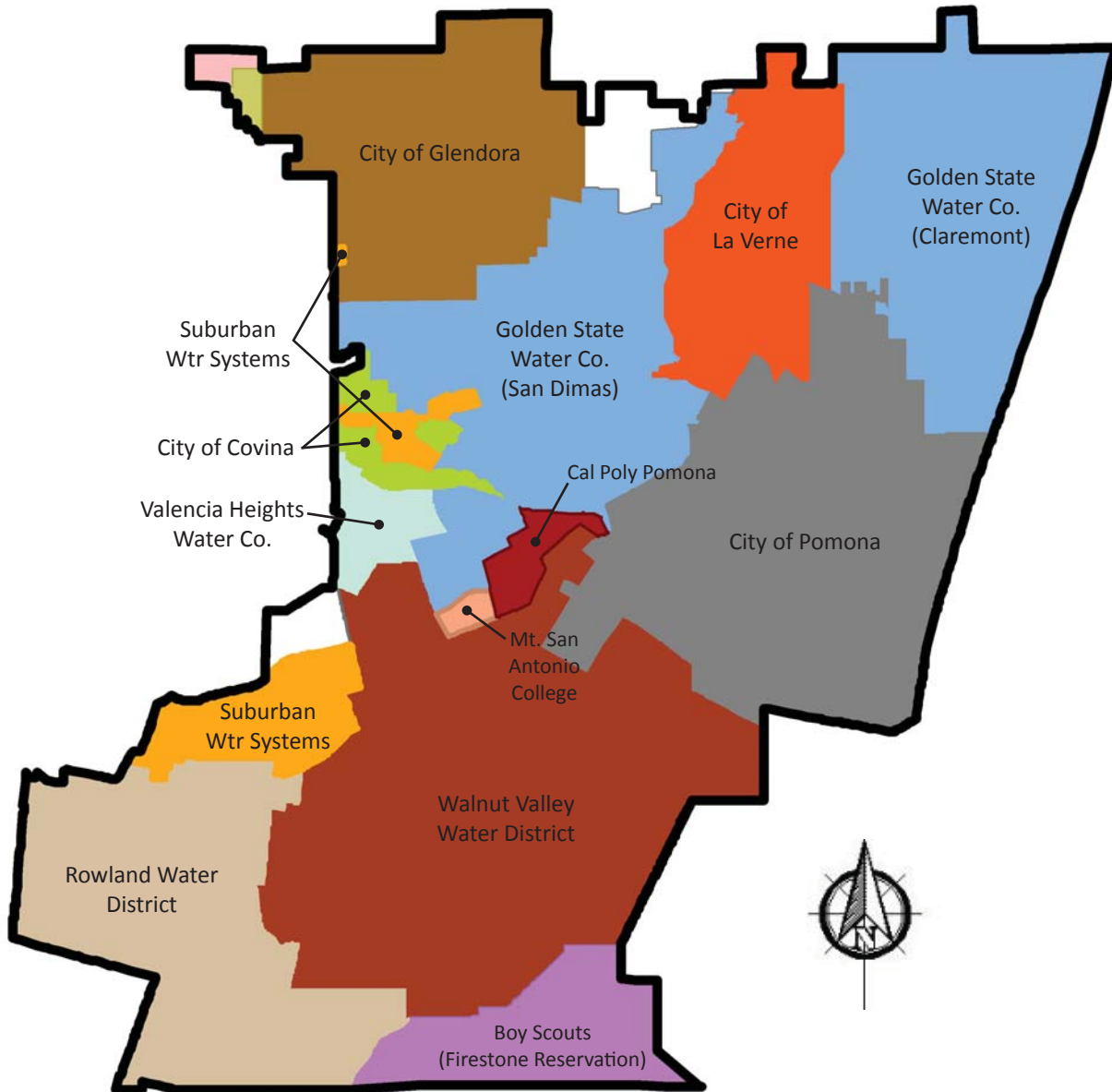
Table 2-1: Description of Member Agency Service Area and Supply Sources (Cont'd)

Member Agency	Description / Service Area / Supply Sources
Mt. San Antonio College	<ul style="list-style-type: none"> MSAC is a community college located in the central portion of the TVMWD service area adjacent to Cal Poly Pomona. Along with the BSA and Cal Poly, it too is an institutional user that serves only the water demands within the campus property. MSAC has a couple of small groundwater wells that are used for non-potable purposes. Otherwise, the college's demand is met wholly with imported water through MWD/TVMWD.
City of Pomona	<ul style="list-style-type: none"> Pomona is a large, urban city located in the eastern portion of the TVMWD service area. The City serves the entire incorporated boundary. The City has numerous sources of water including local surface water from the San Antonio Canyon, groundwater from Chino, Spadra, and Six Basins, as well as imported water through MWD/TVMWD. Pomona owns and operates a recycled water system to deliver for non-potable demands. Cal Poly, another TVMWD member agency is a direct customer of recycled water from the City.
Rowland Water District	<ul style="list-style-type: none"> RWD is a public water district with its service area in the far southwestern portion of TVMWD's boundaries. It serves the unincorporated communities of Rowland Heights and Hacienda Heights and portions of the cities of Industry, La Puente, and West Covina. Its only source of potable water is imported water delivered by MWD/TVMWD. RWD continues to expand its recycled water system to feed non-potable demand.
Suburban Water Systems	<ul style="list-style-type: none"> SWS is a privately-owned water company regulated by the PUC. It has several small, non-contiguous service areas in the Covina, Glendora, and West Covina vicinities, which are generally along the western boundary of TVMWD. SWS refers to its service area in the San Gabriel Valley as its San Jose District. The majority of this district's service area is actually within USGVMWD's boundaries with only about 7% falling within TVMWD. SWS receives water from CIC (groundwater and surface water) and other groundwater drawn from the Main San Gabriel Basin. SWS may also use MWD imported water delivered through TVMWD or USGVMWD. SWS is currently expanding its recycled water infrastructure to deliver this resource for non-potable demand.
Valencia Heights Water Company	<ul style="list-style-type: none"> VHWC is a mutual water company serving portions of the incorporated and unincorporated areas of Covina and West Covina. It is located in the central portion of the TVMWD service area. VHWC is a shareholder of CIC and therefore receives delivery of this supply (groundwater and surface water). It also has groundwater production capability from the Main San Gabriel Basin. Between those two sources, VHWC can typically meet its overlying demand. During times of emergency or unavailability of the above sources, VHWC can also get MWD imported water through an interconnection with WVWD.
Walnut Valley Water District	<ul style="list-style-type: none"> WVWD is a public water district located in the southeast portion of TVMWD's service area. WVWD serves all or portions of the communities and cities of Diamond Bar, Industry, Pomona, Rowland Heights, Walnut, and West Covina. It is the largest user of imported water in TVMWD's service area. Similar to RWD, WVWD's only source of potable water is imported water delivered by MWD/TVMWD. For its non-potable demand, WVWD operates a recycled water system. The sources for the recycled water include effluent from the Pomona Water Reclamation Plant and several groundwater production wells extracting from the Puente Basin.

out the entire service area of TVMWD. Table 2-1 lists the member agencies of the District, the corresponding service areas that each serves, and a general description of the water resources utilized by the individual agencies.

The service areas of the various member agencies above are depicted in Figure 2-B.

Figure 2-B: Member Agency Service Areas



DEMOGRAPHICS AND POPULATION PROJECTIONS

Much of the TVMWD service area is filled with urban development thus leaving a relatively small balance of open space for future improvement and population growth. Still, the TVMWD region is expected to experience some increase over the next 20 years.

The Southern California Association of Governments (SCAG) provides the most comprehensive analysis of demographic information for the local region including the TVMWD

service area. Among other services, SCAG provides a population projection on a city-by-city level throughout Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. These projections are used as a basis for TVMWD’s analysis of growth within its service area.

The California Department of Finance (DOF) also provides current population estimates for cities and growth projections on a county-by-county basis. Information from the DOF is also used in

TVMWD’s demographic analysis to determine initial population numbers.

Table 2-2 provides population projections for the incorporated cities and unincorporated territory within TVMWD’s service area.

Table 2-2: Population Projections

Cities	% of total within TVMWD	Population in Year:					
		2010	2015	2020	2025	2030	2035
Azusa	2.5%	1,230	1,276	1,310	1,346	1,380	1,412
Claremont	100.0%	37,608	38,152	38,750	39,325	39,876	40,405
Covina	33.3%	16,541	17,444	18,137	18,863	19,555	20,217
Diamond Bar	100.0%	61,019	62,653	64,224	65,747	67,216	68,570
Glendora	98.0%	51,773	53,146	54,447	55,650	56,849	57,959
Industry	55.0%	442	442	443	444	444	445
La Puente	1.0%	434	462	485	509	531	553
La Verne	100.0%	34,051	35,059	36,130	37,518	38,850	40,249
Pomona	100.0%	163,683	172,885	182,263	191,346	200,140	208,558
San Dimas	100.0%	36,946	38,274	41,871	45,686	49,282	52,694
Walnut	100.0%	32,659	33,884	34,733	35,635	36,508	37,339
West Covina	15.0%	16,934	17,783	18,651	19,489	20,300	21,074
Unincorporated	33.3%	120,480	129,203	138,036	146,582	154,864	162,788
TOTAL		573,799	600,663	629,479	658,138	685,795	712,264

CA Dept. of Finance 2010 population data used as basis; SCAG projections for 2010 through 2035 used to estimate future growth.

Accordingly, population projections (in five-year increments) for the entire TVMWD service area for the planning horizon of this UWMP are as follows:

2010	2015	2020	2025	2030	2035
573,800	600,660	629,480	658,140	685,800	712,260

Population, housing, and employment growth rates in the TVMWD service area were obtained from the California Department of Finance, Southern California Association of Governments (SCAG) regional planning agency, San Gabriel Valley Council of Governments and from in-house estimates.

OTHER DEMOGRAPHIC INFORMATION

The San Gabriel Valley (SGV) is a large sub-region in the northeast portion of the Los Angeles County urbanized area and is home to roughly one-fifth of the county’s population and workforce. TVMWD is situated in the eastern portion of the SGV. Politically, the SGV is governed by 31 separate municipalities, as well as the County which has jurisdiction over unincorporated “islands” that cover about 13 percent of the area. The SGV is bounded on the east by the San Bernardino county line, on the north by the Angeles National Forest, on the south by State Highway 60, and on the west by the municipal boundaries of the cities of Los Angeles and Glendale. The SGV is home to 18% percent of Los Angeles area residents; its economic base employs 18% of metro area workers; and it is second in size to the City of Los Angeles sub-region where 40% of jobs are located. While the majority of Valley workers live in the valley, a significant portion of workers commute from neighboring areas in San Bernardino County (east), the City of Los Angeles (west), Pasadena area (northwest), and the Gateway Cities sub-region (south). Similarly, SGV residents tend to commute to jobs in these neighboring areas. The commuting patterns confirm that the SGV is economically integrated with the Los Angeles metro area, and secondarily with the Riverside-San Bernardino metro area.

Along with the SGV, the TVMWD service area has experienced slightly slower population growth than the greater Los Angeles County area. Because most of TVMWD’s service area consists of developed, established communities, it did not see the explosive growth observed in many regions of southern California through the latter part of the 1990s and early 2000s. Only relatively small pockets of open space remain within TVMWD, which could potentially be developed in the future and impact overall water demand.

Because of the SGV’s close relationship with the economy and job market of the general Los Angeles region, economic trends that affect housing demands and job growth in Los Angeles can be correspondingly applied to SGV and the TVMWD service area. With the exception of the recent years of economic hardship for the region, the general trend over the longer period has been one of steady growth in Los Angeles and the greater southern California area. As the recession eases over the country, it is anticipated that the Los Angeles region will resume that growth as will the TVMWD service area. Population growth, however, will be greater in other areas of southern California than within the TVMWD service area. Although it is expected that some increase will still take place within TVMWD. The following table provides a forecast of that growth by housing units and urban employment.

Table 2-3: TVMWD Population Projections and Housing Statistics

	2015	2020	2025	2030	2035
Estimated Population	600,660	629,480	658,140	685,800	712,260
Occupied Housing Units	169,410	178,950	186,430	193,610	199,440
Single Family	129,330	136,180	141,370	146,280	150,100
Multi-Family	40,080	42,770	45,060	47,330	49,340
Persons per Household	3.44	3.42	3.43	3.45	3.48
Urban Employment	230,730	234,080	238,060	242,320	246,360

CLIMATE

TVMWD's service area is located within the "Mediterranean" climate zone of Southern California. The region receives an average annual rainfall of about 13.1 inches. Monthly average

temperatures range from a low of 51.9 degrees in December to a high of 72.7 degrees in July. Table 2-4 shows monthly average rainfall and temperature within TVMWD's service area over the past 10 years (2000-2009).

Table 2-4: Average Monthly Rainfall and Temperature

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Rainfall (inches)	2.19	3.96	1.58	0.94	0.30	0.04	0.04	0.01	0.10	1.05	1.00	1.92
Average Temp (°F)	53.1	53.2	56.4	58.4	64.2	67.9	72.7	72.6	70.3	63.6	57.8	51.9

Data from the California Irrigation Management Information System (CIMIS) at Station 078 (Pomona) were used to generate the values in this table. Average values are calculated based on 2000-2009 data.

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3 SYSTEM DEMANDS

Various sources of water supply are available to TVMWD and its member agencies. The TVMWD service area overlies several groundwater basins, is adjacent to foothill areas that provide local surface supplies, includes water reclamation plants that deliver recycled water, and hosts two water treatment plants (Weymouth and Miramar) that receive and deliver imported water for potable use. The combination of all these sources, along with other potential projects to be discussed later, serves as the basis for determining the reliability of a water supply for the entire TVMWD service area.

EXISTING DEMANDS

During a normal year, local sources (i.e. groundwater, surface water, and recycled water) have historically met about 49% of the entire water needs of the service area. The remaining balance of 51% is met by imported sources from Metropolitan Water District (MWD). Table 3-1 below illustrates relative use percentages during the last five years of the various water sources available within the TVMWD service area.

Table 3-1: Relative Use of Water Sources Within TVMWD Service Area

Year	Local Supplies			Import
	GW	Surface	Recycled	
2005	37.3%	8.1%	5.0%	49.6%
2006	39.0%	8.4%	5.0%	47.6%
2007	38.2%	6.5%	3.1%	52.2%
2008	37.0%	8.4%	3.0%	51.7%
2009	39.7%	5.3%	3.3%	51.7%
Average	38.3%	7.3%	3.9%	50.5%

Historically, groundwater production within TVMWD has been relatively stable, with average total production ranging from 45,000 to 53,000 AFY. The more prolific basins have the capability to be replenished by local surface runoff as well as import water. It is this capability that allows conjunctive use projects to make sense and a vital groundwater management tool. Accordingly,

these basins play a key role during periods of drought and times of emergency when import water is less available.

Table 3-2 and Figure 3-A show total water use over the past five years (2005-2009) for all member agencies within the TVMWD service area over the broad resource categories.

The average percentage of local resources and imported supplies is illustrated in Figure 3-A.

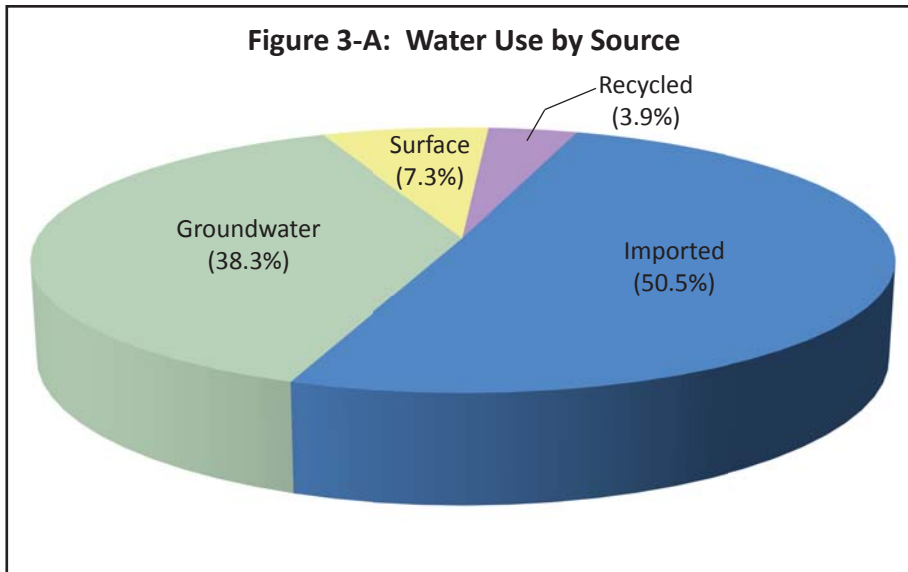
Over the past several years, demand has been relatively stable throughout this region with enhanced levels of conservation taking place during some of the dryer years. In the latter part of 2009 and into 2010, many agencies put forth concerted efforts to eliminate water waste and encourage water conservation. This manifests itself in reduced use in 2009.

For the most part, existing available supplies have been able to meet existing overlying water demands with relatively little difficulty. Conservation messages and pricing strategies to promote reduced water consumption by end users have certainly helped to temper the pressure on supply availability during recent dry periods, and that strategy will be key in maintaining reliability into the future.

The primary demand for water within TVMWD's service area is by the municipal and industrial sector, and the urban character of the region suggests that that trend will not change through the planning horizon of this UWMP. It is expected that the existing resources available to the TVMWD service area will continue to be available through 2035. Meanwhile, TVMWD and its member agencies continue to search for potential other supplies and develop additional resource management strategies to augment existing resources and improve overall reliability. The following sections provide a forecast of water demands through 2035 and the various strategies that can be used to minimize or mitigate potential shortages.

Table 3-2: Water Use by Source (in AF)

Year	Local Supplies			Imported	TOTAL
	GW	Surface	Recycled		
2005	48,596.6	10,538.8	6,478.6	64,523.9	130,137.9
2006	51,862.8	11,126.8	6,690.8	63,178.9	132,859.3
2007	52,921.0	8,952.7	4,320.5	72,318.5	138,512.7
2008	49,536.8	11,304.2	3,957.9	69,242.9	134,041.7
2009	45,483.5	6,020.5	3,797.8	59,135.3	114,437.0



WATER DEMAND PROJECTIONS

The availability of water supplies to TVMWD and its member agencies is affected by numerous factors including demographics, hydrology, and regulatory/environmental restrictions. In developing its Regional Urban Water Management Plan (RUWMP), MWD accounted for these factors in utilizing its MAIN Water Use Forecasting framework to project water demands to 2035. In addition to forecasting its overall water demands, MWD developed similar projections for its member agencies using the MAIN model. For TVMWD, the projected water demands for three hydrologic conditions (average year, single dry year, multiple dry years) are presented in Tables 3-4, 3-5, and 3-6. Each projection is forecast to 2035 in five-year increments.

Each of the three hydrologic analyses has been provided by MWD and is based on corresponding hydrologic periods shown as follows:

Hydrologic Condition	Historical Period Used
Average	1922-2004
Single Dry Year	1977
Multiple Dry Years	1990-1992

MWD has overlain the models for these periods on the demand projections, supply mix, and management strategies that are forecast for 2015 to 2035, and hence, TVMWD passes along these same assumptions and information.

Local resources from the TVMWD service area will be tapped first to provide initial supply to meet overall demand. The balance will be met with imported supplies through MWD. The following tables show the local supplies available for the

Table 3-3: Total Retail Demand Projections (in AF)

	Year					
	2010	2015	2020	2025	2030	2035
Average Year (1922-2004 hydrology)	127,621	137,252	144,690	148,082	151,772	154,144
Single Dry Year (1977 hydrology)	128,128	137,798	145,261	148,667	152,371	154,753
Multiple Dry Year (1990-92 hydrology)		137,362	145,358	149,630	153,317	155,997

three hydrologic conditions mentioned above and the resulting demand for import supplies from MWD.

As further discussed in Chapter 6, water conservation is a key component of TVMWD’s long-term water supply and management strategy. The objectives include reductions to both indoor and outdoor use for all customer groups within the service area. Additionally, as a signatory to the MOU on Urban Water Conservation, TVMWD is committed to implementing locally cost-effective water conservation best management practices (BMPs).

As part of MWD’s projections, it is estimated that the total long-term savings from District-sponsored conservation measures within TVMWD’s service area would range from approximately 19,200 AF in 2010 to 27,300 in 2035. These values are included in the calculations below and serve to reduce overall retail demand.

The forecasts for each of these three hydrologic conditions suggest that sufficient supply will be available to meet the overall demands within the TVMWD service area over the planning period of 2010 through 2035. Much of that is dependent on imported water supplies, which MWD notes in its 2010 Regional Urban Water Management Plan as being reliable through the same planning horizon.

Table 3-4: Water Demand Projection - Average Year
(in Acre-Feet)

	2010	2015	2020	2025	2030	2035
Conservation						
Conservation ¹	19,199	20,381	20,908	23,165	25,306	27,326
Installed Active Device Through 2009	1,941	1,786	865	444	0	0
Code-Based and Price-Effect Savings	17,258	18,594	20,044	22,721	25,306	27,326
Total Demands After Conservation						
Total Demand	127,621	137,252	144,690	148,082	151,772	154,144
Retail Municipal and Industrial ²	122,367	131,999	138,437	141,829	145,519	147,891
Retail Agricultural	253	253	253	253	253	253
Groundwater Replenishment	5,000	5,000	6,000	6,000	6,000	6,000
Local Supplies						
Total Local Supplies	57,873	59,909	60,826	61,583	62,274	62,947
Groundwater Production	45,000	45,000	45,000	45,000	45,000	45,000
Surface Production	6,500	6,500	6,500	6,500	6,500	6,500
Groundwater Recovery	1,056	1,137	1,141	1,146	1,151	1,155
Recycling	5,317	7,272	8,185	8,937	9,623	10,292
M&I and Agricultural	5,317	7,272	8,185	8,937	9,623	10,292
Groundwater Replenishment	0	0	0	0	0	0
Other Non-Metropolitan Imports	0	0	0	0	0	0
Imported Water Demands						
Total Metropolitan Demands	69,748	77,343	83,864	86,499	89,498	91,197
Full Service (Tier I and Tier II)	64,748	72,343	77,864	80,499	83,498	85,197
Replenishment Water	5,000	5,000	6,000	6,000	6,000	6,000
Interim Agricultural Water Program	0	0	0	0	0	0

1. Includes code-based, price-effect and existing active savings through CY2009; does not include future active conservation savings. Conservation is 1990 base year.

2. Retail M&I projections include conservation.

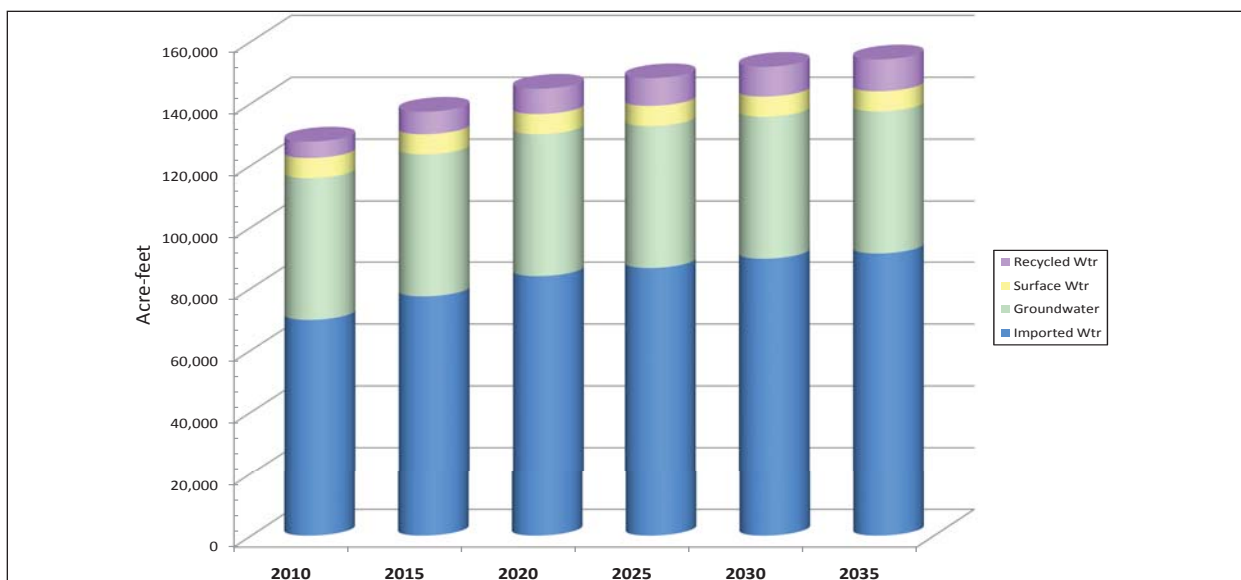


Table 3-5: Water Demand Projection - Single Dry Year
(in Acre-Feet)

	2010	2015	2020	2025	2030	2035
Conservation						
Conservation ¹	19,199	20,381	20,908	23,165	25,306	27,326
Installed Active Device Through 2009	1,941	1,786	865	444	0	0
Code-Based and Price-Effect Savings	17,258	18,594	20,044	22,721	25,306	27,326
Total Demands After Conservation						
Total Demand	128,128	137,798	145,261	148,667	152,371	154,753
Retail Municipal and Industrial ²	122,856	132,526	138,989	142,395	146,099	148,481
Retail Agricultural	272	272	272	272	272	272
Groundwater Replenishment	5,000	5,000	6,000	6,000	6,000	6,000
Local Supplies						
Total Local Supplies	57,873	59,909	60,826	61,583	62,274	62,947
Groundwater Production	45,000	45,000	45,000	45,000	45,000	45,000
Surface Production	6,500	6,500	6,500	6,500	6,500	6,500
Groundwater Recovery	1,056	1,137	1,141	1,146	1,151	1,155
Recycling	5,317	7,272	8,185	8,937	9,623	10,292
M&I and Agricultural	5,317	7,272	8,185	8,937	9,623	10,292
Groundwater Replenishment	0	0	0	0	0	0
Other Non-Metropolitan Imports	0	0	0	0	0	0
Imported Water Demands						
Total Metropolitan Demands	70,254	77,888	84,435	87,084	90,097	91,806
Full Service (Tier I and Tier II)	65,254	72,888	78,435	81,084	84,097	85,806
Replenishment Water	5,000	5,000	6,000	6,000	6,000	6,000
Interim Agricultural Water Program	0	0	0	0	0	0

1. Includes code-based, price-effect and existing active savings through CY2009; does not include future active conservation savings. Conservation is 1990 base year.
2. Retail M&I projections include conservation.

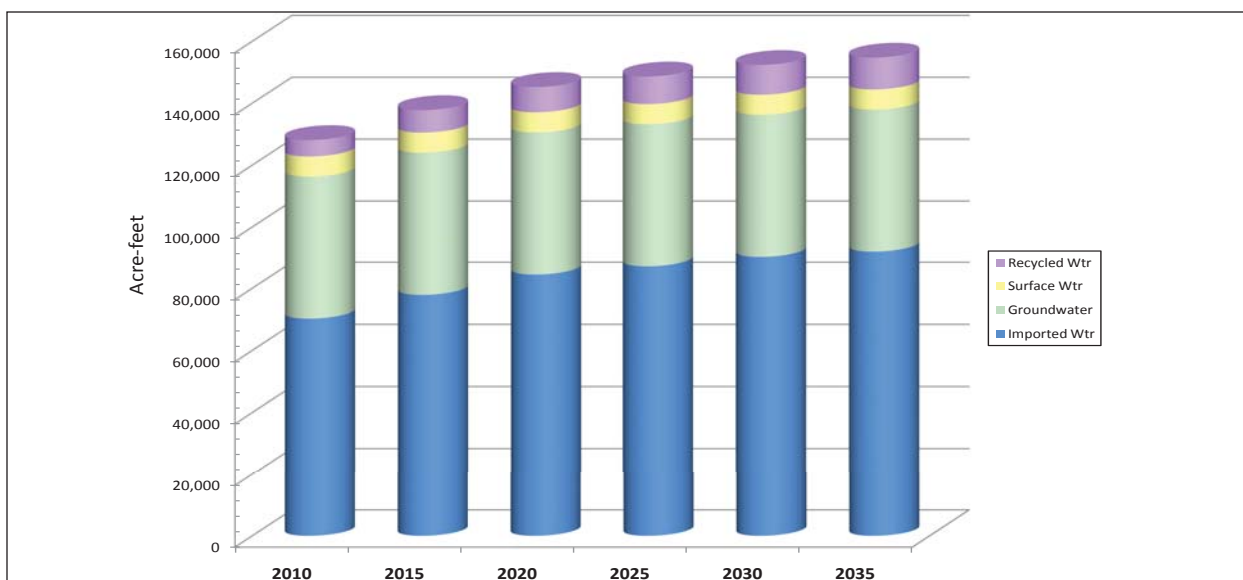
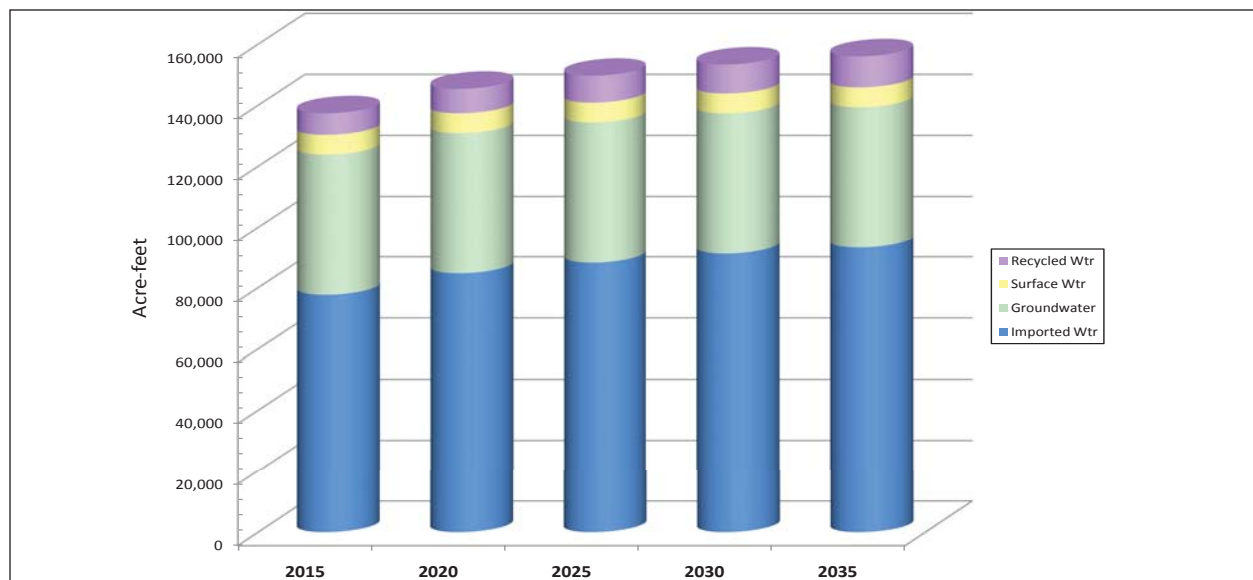


Table 3-6: Water Demand Projection - Multi-Dry Years
(in Acre-Feet)

	2015	2020	2025	2030	2035
Conservation					
Conservation ¹	20,381	20,908	23,165	25,306	27,326
Installed Active Device Through 2009	1,786	865	444	0	0
Code-Based and Price-Effect Savings	18,594	20,044	22,721	25,306	27,326
Total Demands After Conservation					
Total Demand	137,362	145,358	149,630	153,317	155,997
Retail Municipal and Industrial ²	132,098	139,294	143,366	147,053	149,733
Retail Agricultural	264	264	264	264	264
Groundwater Replenishment	5,000	5,800	6,000	6,000	6,000
Local Supplies					
Total Local Supplies	59,698	60,651	61,442	62,137	62,813
Groundwater Production	45,000	45,000	45,000	45,000	45,000
Surface Production	6,500	6,500	6,500	6,500	6,500
Groundwater Recovery	1,136	1,141	1,145	1,150	1,154
Recycling	7,062	8,010	8,797	9,487	10,159
M&I and Agricultural	7,062	8,010	8,797	9,487	10,159
Groundwater Replenishment	0	0	0	0	0
Other Non-Metropolitan Imports	0	0	0	0	0
Imported Water Demands					
Total Metropolitan Demands	77,664	84,707	88,187	91,179	93,184
Full Service (Tier I and Tier II)	72,664	78,907	82,187	85,179	87,184
Replenishment Water	5,000	5,800	6,000	6,000	6,000
Interim Agricultural Water Program	0	0	0	0	0

1. Includes code-based, price-effect and existing active savings through CY2009; does not include future active conservation savings. Conservation is 1990 base year.
2. Retail M&I projections include conservation.



4 SOURCES OF SUPPLY

Various sources of water supply are available to TVMWD and its member agencies. The TVMWD service area overlies several groundwater basins, is adjacent to foothill areas that provide local surface supplies, includes water reclamation plants that deliver recycled water, and hosts two water treatment plants (Weymouth and Miramar) that process and deliver imported water for potable use. The combination of all these sources, along with other potential projects to be discussed later, serves as the basis for determining the reliability of water supplies for the entire TVMWD service area.

During a normal year, local sources (i.e. groundwater, surface water, and recycled water) have historically met about 49% of the entire water needs of the service area. The remaining balance of 51% is met by imported supplies from Metropolitan Water District (MWD). The following sections provide a description of these various sources and the characteristics affecting the reliability of each.

GROUNDWATER

Groundwater makes up the majority of local supplies available to the District’s service area. There are several groundwater basins that underlie TVMWD, and each is utilized to varying degrees depending on court-ordered limitations and water quality characteristics. Table 4-1 lists the subject basins that are within TVMWD, sub-basins (if any) that are utilized, and the management scheme of each. Figure 4-A depicts the general locations of the basins relative to TVMWD’s boundaries.

Chino Basin

The Chino Basin is a large, expansive aquifer that is one of the largest groundwater basins in Southern California. It lies mostly within San Bernardino County outside of TVMWD’s political boundary. The basin’s western edge, however, juts into TVMWD’s service area (Los Angeles County) and its resource is used by two TVMWD member agencies: City of Pomona and Golden State Water Company. The basin was adjudicated in the late 1970s, and the Chino Basin Watermaster became the court-appointed entity overseeing the management and administration of the basin.

Chino Basin operates on an initial safe yield value that is apportioned to three “pools” that produce from the basin (non-agricultural, agricultural, and appropriative pools). The parties in each of these three pools are then apportioned a given percentage of their pool’s allocation. TVMWD’s agencies that pump from the Chino Basin belong to the Appropriative Pool. A party is not necessarily limited to its individual allotment, but any extractions beyond its annual allocation must be covered with a like amount of transferred rights, stored water, replacement/replenishment water, and/or any other means allowed by the Judgment.

Figure 4-B shows Chino Basin production from TVMWD member agencies over the past five years. The Judgment for Chino Basin is included as Appendix D.

Table 4-1: Groundwater Basins Within TVMWD Service Area

Groundwater Basin	Sub-Basins	Management Scheme
Chino Basin		Adjudicated (1978)
San Gabriel Basin	Main, Lower/Upper SG Canyon, Foothill, Glendora, San Dimas, Way Hill	Adjudicated (1972)
Puente Basin		Adjudicated (1985)
Six Basins	Canyon, Lower Claremont Heights, Upper Claremont Heights, Pomona, Live Oak, Ganessa	Adjudicated (1998)
Spadra Basin		Not adjudicated

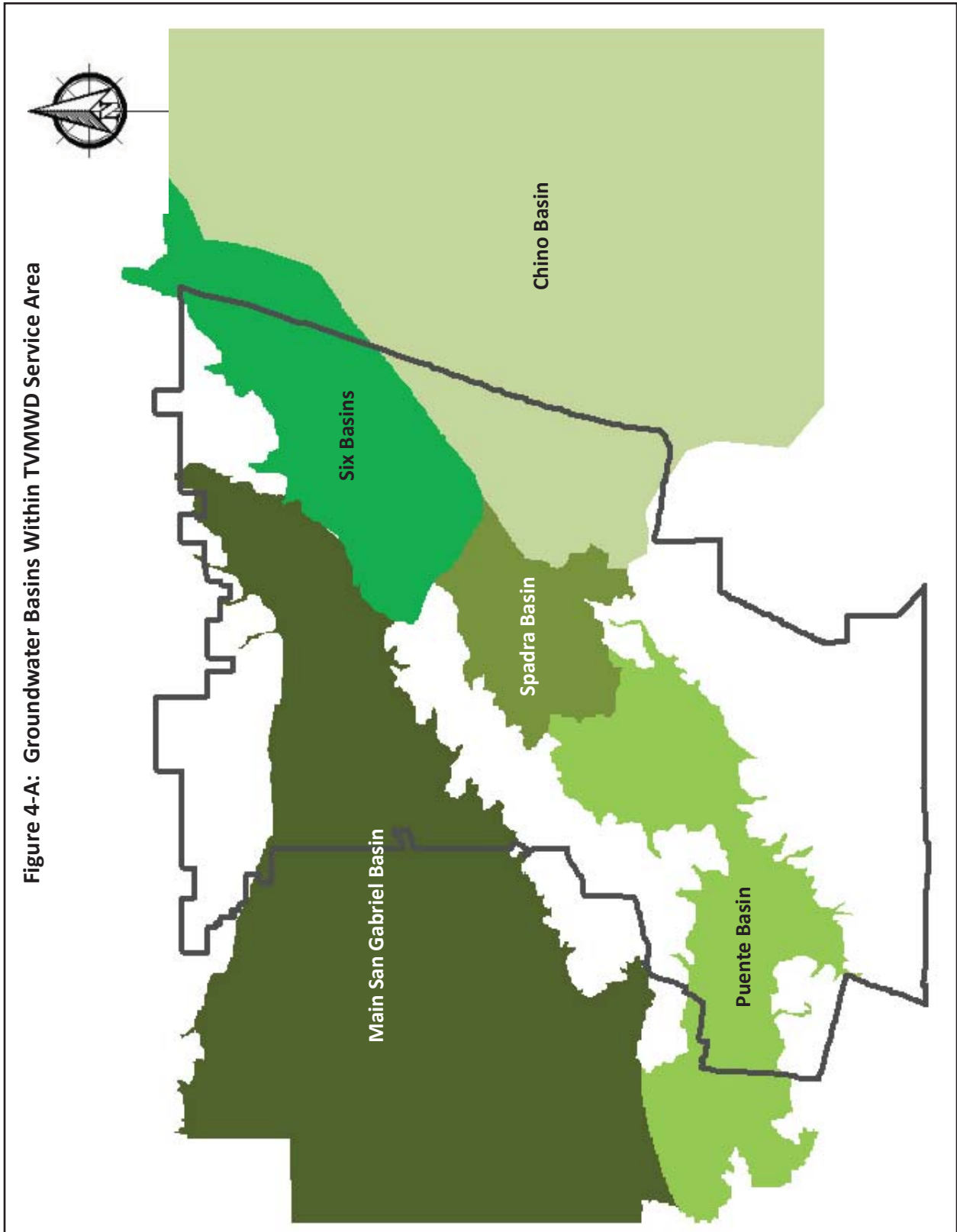
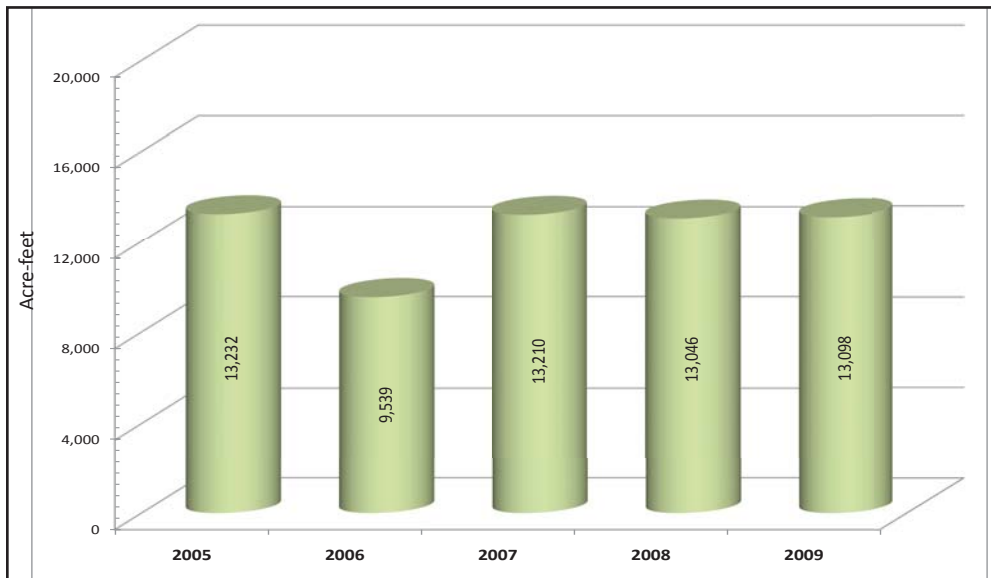


Figure 4-B: Chino Basin Production by TVMWD Agencies



Because of its long history of agriculture and dairy farming, the basin’s primary water quality concern is high nitrate levels. With numerous studies and reports conducted throughout the Chino Basin, groundwater producers are keenly aware of this particular issue as well as other characteristics of the basin. The management of Chino Basin has analyzed and will continue to evaluate all components affecting the future reliability and sustainability of this resource because the long-term goal is to utilize and develop the local groundwater for expected increases in future demand. This means that while water quality challenges exist, they are being addressed through individual and regional projects. Therefore, Chino Basin is expected to be a sound resource through the planning horizon of the UWMP.

San Gabriel Basins

The San Gabriel Basins consist of several sub-basins, the largest of which is the Main San Gabriel Basin (Main Basin). Accordingly, this unit of interconnected sub-basins is more commonly known by the largest basin’s name (Main San Gabriel Basin) even when discussed as a whole. The Main Basin is located completely within Los Angeles County and covers much of the San Gabriel Valley and adjacent foothill areas. It is the northeasterly portion of this basin that lies beneath the TVMWD service area, but retail member agencies of TVMWD still draw groundwater from areas outside of the TVMWD boundar-

ies to deliver to customers within the boundaries of TVMWD.

TVMWD member agencies that produce from the Main San Gabriel Basin include Covina Irrigating Company, Golden State Water Company, Suburban Water Systems, Valencia Heights Water Company, and the

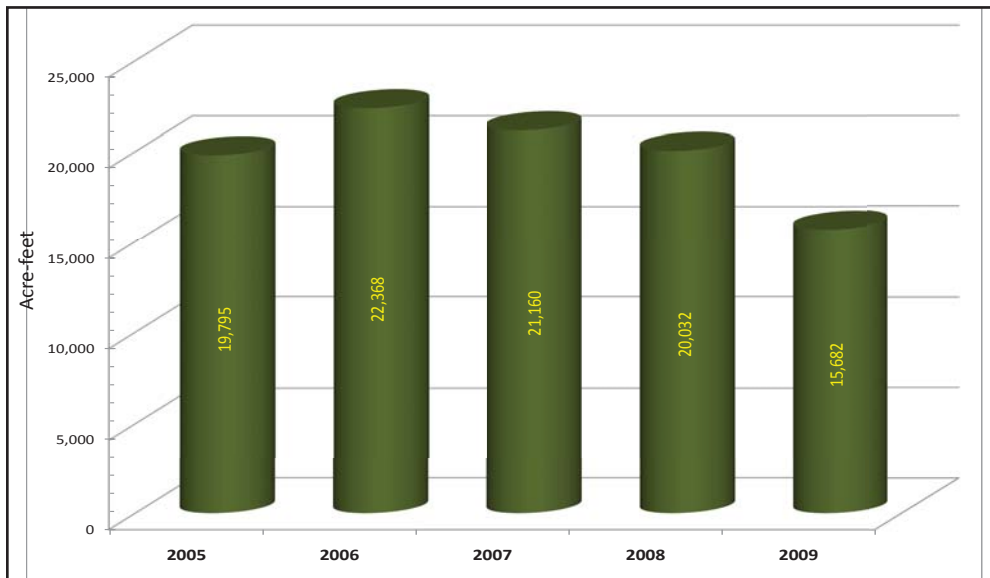
cities of Covina and Glendora.

The Main Basin is also adjudicated and has a court-appointed watermaster to oversee and administer the provisions of the Judgment. The basin operates on the concept of an operating safe yield that Watermaster establishes annually based on hydrologic conditions, basin production, storage availability and a host of other factors. Each party with production rights enjoys a percentage (established by the Judgment) of the operating safe yield in any given year. Any amount extracted above a party’s percentage allocation must be balanced by leasing unused pumping rights from other parties and/or “replacing” the overpumped quantity with deliveries of replenishment water or water from a storage account accessible to that party.

Figure 4-C shows San Gabriel Basin production from TVMWD member agencies over the past five years. The Judgment for the Main San Gabriel Basin is included in Appendix E.

Similar to Chino Basin, the San Gabriel Basin is managed for long-term reliability and sustainability. Water quality issues that arise are addressed from a prevention standpoint, when possible, and/or through individual and regional treatment projects that process impaired groundwater sources. The Judgment that governs basin management accounts for all aspects of basin

Figure 4-C: Main San Gabriel Basin Production by TVMWD Agencies



operation. Again, the philosophy behind the adjudication is to prevent the “mining” of the groundwater resources so that there remains a sustainable supply from year to year. The management of the basin promotes the longevity of this resource for beneficial use and thus, it is expected that the groundwater supplies will remain available through the planning horizon of this plan.

Puente Basin

The Puente Basin is a small, underutilized groundwater resource straddling the southwest boundary of TVMWD. This basin is tributary to the Main San Gabriel Basin but was adjudicated separately. The provisions of the Judgment are managed and administered by another court-ordered watermaster: the Puente Basin Watermaster. This basin is also managed on an annual operating safe yield concept wherein each party is allocated its percentage of the operating safe yield established each year by the Watermaster. Because of the limited quantity of extractions from this basin, it seldom sees overpumping by any of the agencies that produce from it.

TVMWD member agencies that produce from the Puente Basin include Rowland Water District, and Walnut Valley Water District.

The principal reason that pumping is limited from the Puente Basin is degraded water quality. The geologic and overlying land use characteristics of

the basin create a situation wherein natural and/or artificial replenishment is virtually non-existent. Consequently, the aquifer experiences minimal “freshening” and the water quality of the relatively stagnant water within the basin suffers over time. Also, historical contamination

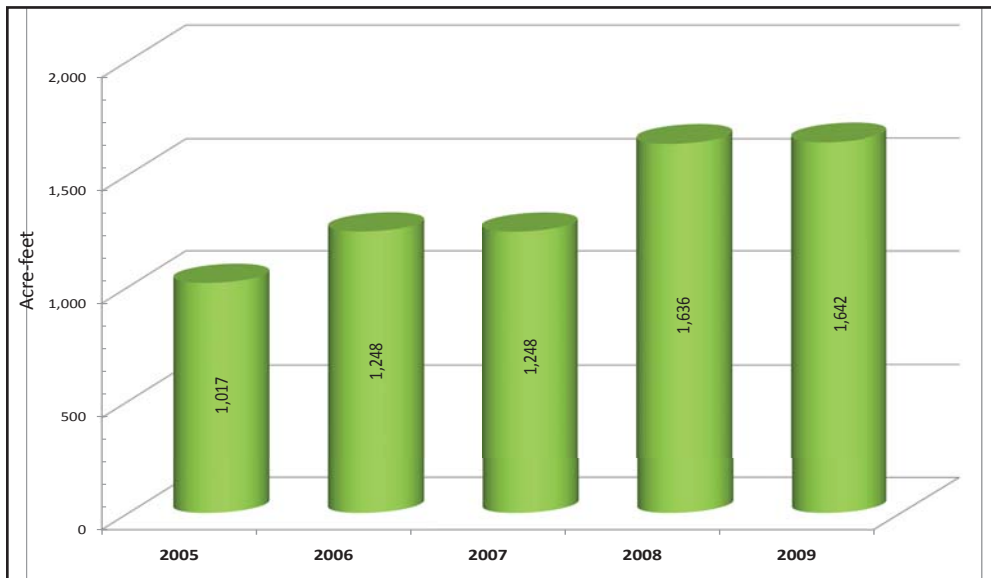
by industrial and manufacturing companies in the area have added to water quality degradation.

In the foreseeable future, this basin will continue to provide water for non-potable purposes, most likely to augment recycled water systems of overlying water agencies. This becomes vital in meeting future demands as recycled water utilization can offset increases in total demand.

Figure 4-D shows Puente Basin production from TVMWD member agencies over the past five years. Production shown in the graph was used to augment recycled water systems for non-potable purposes. The Judgment for Puente Basin is included in Appendix F.

There are no current projects that envision treating Puente Basin groundwater for potable use because the economics do not currently warrant it. If the alternative supply of imported water becomes too costly, that could change this situation. However, in the interim, the objective for the agencies that produce from this basin is to develop the extraction capability to augment their recycled water (non-potable) systems. As the recycled water demand grows in the future, groundwater extraction from this basin may likewise see an increase.

Figure 4-D: Puente Basin Production by TVMWD Agencies



generally see higher levels of nitrate and volatile organic compounds (VOCs) due to past agricultural land use and industrial contamination, respectively. Many producers with wells in this area employ wellhead treatment facilities that allow delivery of the groundwater for potable use.

Six Basins

The Six Basins is a group of small groundwater basins located in the northeasterly portion of the TVMWD service area. The grouping includes the Canyon, Upper Claremont Heights, Lower Claremont Heights, Pomona, Live Oak, and Ganessa Basins. A court-appointed watermaster is responsible for the administration of the Judgment and establishes an operating safe yield each year. The producing parties have the right to extract their respective percentages of the operating safe yield. As in the Main San Gabriel Basin, any extractions exceeding a party's annual allowable production must be made up by leasing unused pumping rights from another party and/or delivering "replacement" water to cover the amount that was overpumped.

TVMWD member agencies that produce from the Six Basins include Golden State Water Company and the cities of La Verne and Pomona. TVMWD also recently developed its own production facility within the Upper Claremont Heights Basin and now has the capability to produce a small amount of groundwater to augment import supplies.

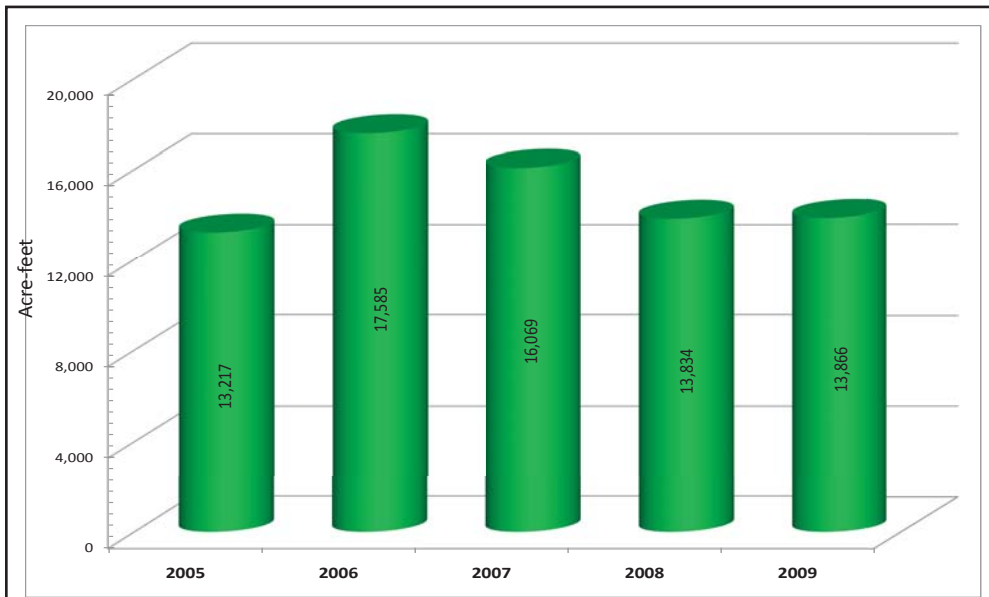
Water quality is generally good within the basins with the better quality observed in the more northerly area. That area includes geology and land use that promote natural and artificial replenishment through surface spreading. The southerly and westerly portions of the Six Basins

Figure 4-E shows Six Basin production from TVMWD member agencies over the past five years. The Judgment for Six Basins is included in Appendix G.

Management of the Six Basins also views long-term sustainability as a key goal. Several studies and reports have been performed throughout the basins, and its distinct characteristics are fairly well known. There are definitely challenges in operating the basins to maximize its utility without creating adverse rising groundwater conditions in certain areas. Maximizing the use of the Six Basins is something TVMWD has certainly tried to promote. The District has discussed projects with basin pumpers that would utilize the recharge capability of the upper area to store water and the extraction capability of existing or new wells to quickly extract that water when it becomes available. This concept would help avoid negative impacts such as rising groundwater and could help reduce the overall cost of the water supply.

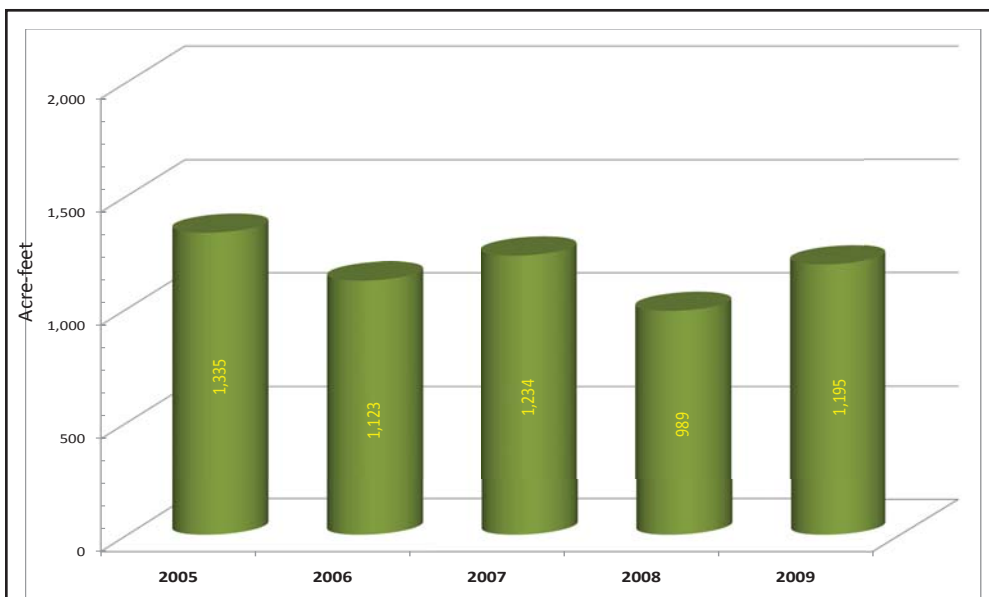
In the future, Six Basins will remain a reliable source of groundwater. Since TVMWD has now developed a physical means of delivering imported water for groundwater recharge purposes, the basins are not entirely reliant on local rainfall for basin replenishment. The available resources, however, are still highly dependent on local hydrology and good basin management/operation.

Figure 4-E: Six Basins Production by TVMWD Agencies



TVMWD member agencies that produce from the Spadra Basin include City of Pomona, and Cal Poly State University. Figure 4-F shows Spadra Basin production from TVMWD member agencies over the past five years.

Figure 4-F: Spadra Basin Production by TVMWD Agencies



Although the Spadra Basin is not actively managed, the level of production versus the natural replenishment into the basin does not seem to suggest that the basin is in overdraft condition. The groundwater produced from Spadra is sometimes put to potable use after blending with imported water. In other cases, it is used to augment the recycled

Spadra Basin

The Spadra Basin is located in the central portion of the TVMWD service area and is the only unadjudicated basin in the region. Production is not currently regulated in this basin, but water quality concerns generally dissuade agencies from placing production capabilities there. Water quality issues include high nitrate concentrations primarily due to historical agricultural use in the area. Producers either provide wellhead treatment or utilize blending practices to allow a higher beneficial use of the groundwater.

(non-potable) systems of the producing agencies. The choice to put it into one system rather than the other is based on water quality and the ability to treat or blend the supply to potable standards. Water quality is not expected to change appreciably so the future uses of Spadra groundwater will depend on the economics of treating the water versus the alternative supply of imported water.

Again, as imported supply costs increase or the resource becomes less reliable, it may become more beneficial for the pumpers to draw from

their groundwater resources even with the extra expense of treatment. If groundwater production in the Spadra Basin increases significantly, overall management may be necessary to ensure that the basin is not adversely affected.

SURFACE WATER

The San Gabriel Canyon, San Dimas Canyon, and San Antonio Canyon watersheds are adjacent to the TVMWD service area and provide surface water supplies for the region through Covina Irrigating Company (CIC), Golden State Water Company (GSWC), and City of Pomona, respectively. Typically, surface water supplies satisfy about 5% - 8% of the total water demand within the TVMWD service area. The availability of both these sources is highly dependent on local precipitation and snowmelt from the San Gabriel Mountains.

CIC draws from its San Gabriel Canyon surface water supply in addition to its groundwater production from the Main San Gabriel Basin to deliver water to other TVMWD member agencies including Golden State Water Company, Suburban Water Systems, Valencia Heights Water Company, and the cities of Covina and Glendora. CIC is a member of the San Gabriel River Water Committee, which is a group of water interests that owns surface water rights on the San Gabriel River.

GSWC uses some water from the San Dimas Canyon watershed for irrigation (non-potable) purposes. This amount is relatively small but is able to offset the need to deliver potable supplies to the northerly portion of its service area.

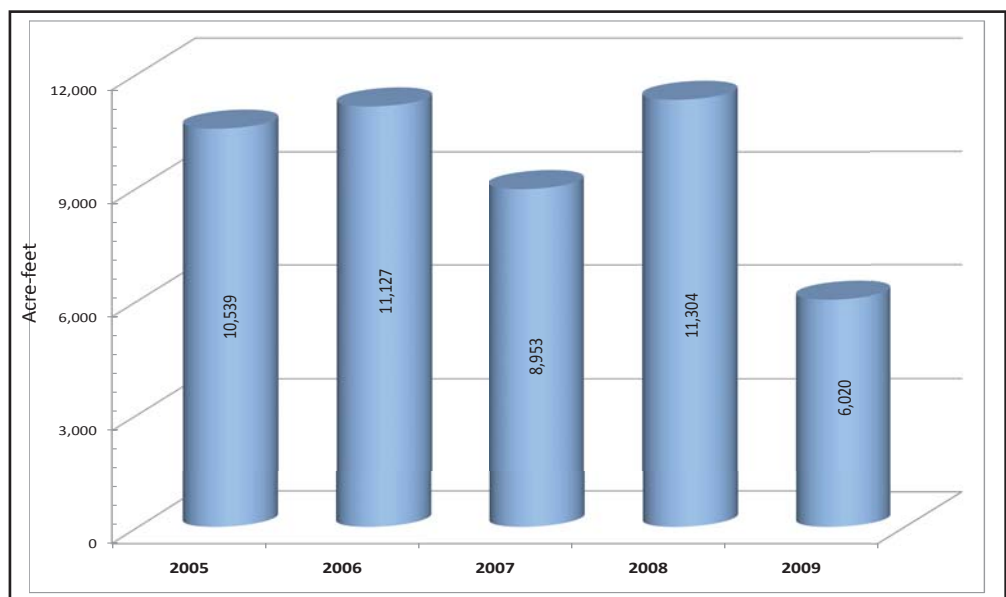
City of Pomona enjoys surface water rights from the San Antonio Creek watershed to feed its Pedley Water Treatment Plant located in the city of Claremont. The Pedley plant delivers treated water into Pomona's service area and becomes one of several sources for the city.

In all the instances of surface water supplies mentioned above, the resource is relatively inexpensive to produce and deliver. Therefore, it is certainly one of the primary sources utilized when it is available. Again, because the source is greatly dependent on local hydrology, it experiences annual fluctuations and is not necessarily a reliable supply during periods of drought. Figure 4-G shows the annual surface water supplies used within the TVMWD service area over the past five years.

The treatment plants that accept and treat the local surface water supplies within the TVMWD service area have been in operation for many years. In fact, CIC's William B. Temple Water Treatment Plant is currently undergoing an upgrade that will utilize alternate disinfection methods and allow greater treatment capacity. It is anticipated that the CIC and Pomona plants will continue to operate through the planning horizon of this UWMP.

Under normal operating conditions, these plants do not generally have a shortage of capacity to

Figure 4-G: Surface Water Use by TVMWD Agencies



treat the local surface water. It is instead, the shortage of this supply that tends to govern the utility and reliability of local surface water as a resource for the TVMWD service area. Accordingly, local surface water use in the future is expected to remain relatively stable and anticipated only to be affected by local precipitation patterns.

RECYCLED WATER

Recycled Water is an important local resource that is gaining in popularity and use to offset imported water supplies. Currently, recycled water is limited to non-potable or indirect potable use within California. Within the TVMWD service area, recycled water is restricted to separate and independent non-potable systems designated by purple-colored pipes and distribution systems. As previously mentioned, groundwater extracted from aquifers with less than desirable water quality may also be delivered into these non-potable systems to augment recycled water supplies.

Recycled water distribution systems are typically found in the southern portion of the TVMWD service area because that is where existing wastewater treatment plants are located. The Pomona Water Reclamation Plant (Pomona WRP) and the San Jose Creek Water Reclamation Plant (SJCWRP), both owned and operated by the Los Angeles County Sanitation Districts (LACSD), are the two sources of recycled water for TVMWD member agencies.

Pomona Water Reclamation Plant (PWRP)

This facility has a capacity of 13 million gallons per day (MGD) or about 14,500 acre-feet per year (AFY). Approximately 9,000 AFY of recycled water is produced by the Pomona WRP and much of it is used for direct non-potable purposes within the TVMWD service area. Such uses include landscape irrigation of parks, schools, golf courses, greenbelts, etc. and process water for local industrial manufacturing.

LACSD uses some of the recycled effluent from the Pomona WRP for dust control at its Spadra Landfill located in Pomona. The balance of the recycled water produced at the WRP is deliv-

ered to City of Pomona, Cal Poly Pomona, and Walnut Valley Water District (WVWD). The City of Pomona and WVWD then utilize the water for their respective systems to sell to users with non-potable demands like those mentioned above. Cal Poly, which receives most of its recycled water through the city of Pomona, uses the supply for agricultural and landscape irrigation.

With the exception of the quantity used by LACSD at the Spadra Landfill, the above agencies can use all the water produced by the Pomona plant. Practically speaking, however, there are daily fluctuations in supply and demand that result in unused recycled water being discharged into the adjacent San Jose Creek flood control channel. This unused portion totals an estimated 2,000 AFY and ultimately flows into the San Gabriel River and used for groundwater recharge downstream. When more storage and demand for non-potable supplies are developed within the TVMWD service area, this amount wasted downstream will essentially be eliminated.

Over most of the past 20 years, the Pomona plant was the only source of recycled water for TVMWD member agencies. Recently, however, expansion of the recycled water infrastructure now provides the delivery of recycled water from another LACSD plant.

San Jose Creek Water Reclamation Plant (SJCWRP)

The San Jose Creek WRP is the largest of LACSD's 10 reclamation plants. It has a capacity of 100 MGD or about 112,000 AFY. It is located near the cities of Industry and Whittier outside of TVMWD's service area. Because it is downgradient of the TVMWD service area, water delivered into TVMWD must be pumped back to be delivered. Actually, the majority of the recycled effluent from SJCWRP is utilized downstream of the plant in the lower area of the Main San Gabriel Basin and in the Central Groundwater Basin of the Coastal Plain. City of Industry, however, owns and operates a large diameter pipeline and pumps recycled water from the SJCWRP easterly toward TVMWD's service area. City of Industry has contractual rights to 10,000 AFY of recycled water from the plant. Near the westerly boundary of

the District’s service area a large pumping plant was built to divide recycled water flows for City of Industry, Rowland Water District, and Suburban Water Systems.

Currently, Rowland Water District is the only TVMWD member agency utilizing recycled water from the SJCRWP. Projects are currently underway, however, to also allow recycled water use within Suburban Water Systems’ service area.

Current Use of Recycled Water

The recycled water produced by both the Pomona WRP and San Jose Creek WRP is disinfected tertiary-treated wastewater in compliance with the applicable sections Title 22 of the Code of Regulations. The uses for the effluent beyond the treatment plants also comply with relevant sections of the Health and Safety Code, the Water Code, and Titles 17 and 22 of the Code of Regulations.

The approved uses of such water include surface irrigation, industrial process/cooling, surface impoundments, and other uses outlined in Section 60307 of the Title 22 regulations. Use of recycled water

in the TVMWD service area is still relatively small when compared to other potable demand, but the demand is expected to grow as infrastructure to support storage and delivery of the supply is constructed.

Figure 4-H shows the annual recycled water supplies used within the TVMWD service area over the past five years. Figure 4-I provides a summary of the types of uses for which recycled water currently accounts.

Figure 4-H: Recycled Water Use by TVMWD Agencies

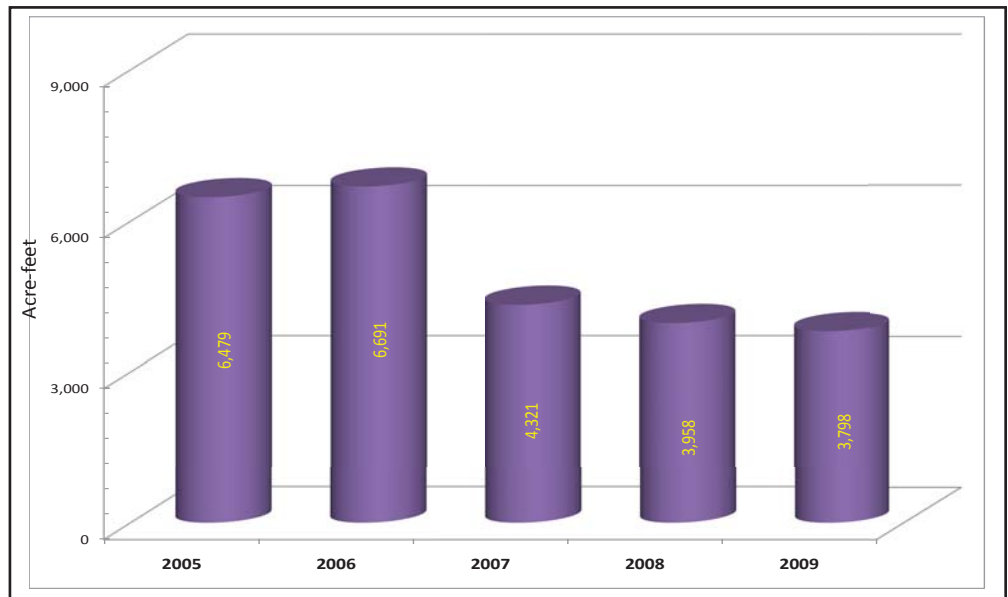
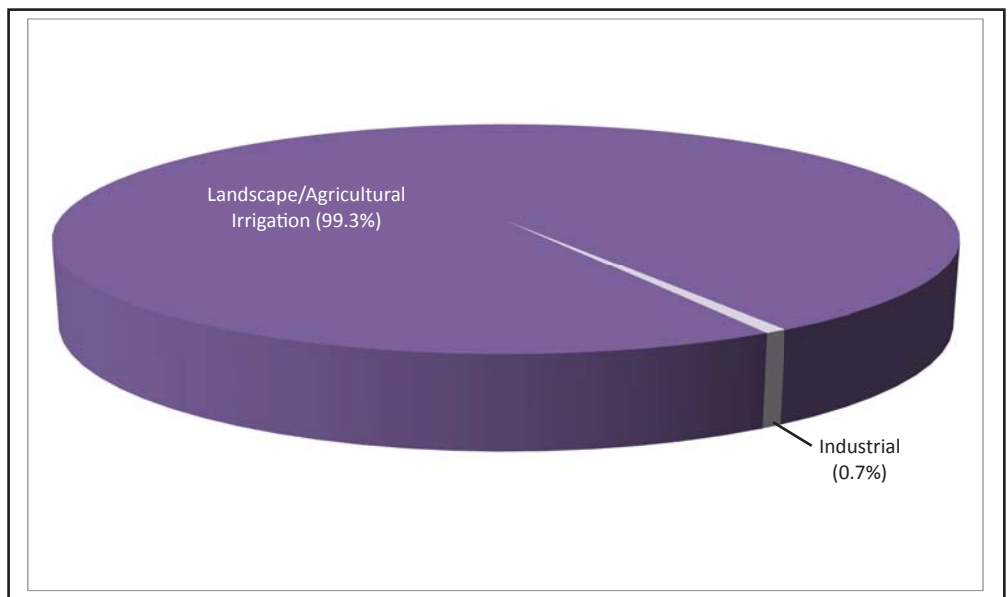


Figure 4-I: Types of Uses for Recycled Water by TVMWD Agencies



Future use of recycled water in the TVMWD service area will expand as infrastructure to deliver the supply reaches areas not currently served. Surface irrigation of landscaped medians/ parkways, schools, parks, and other open areas will form the base for this demand. In addition, a large sports park, a landfill, and an expansive cemetery in the city of West Covina will become large users of recycled water.

Mt. San Antonio College (MtSAC), one of TVMWD’s institutional member agencies, has also evaluated its potential use of recycled water in the future. MtSAC, which is located in the city of Walnut, is adjacent to WVWD’s service area. A connection to WVWD’s recycled system would allow the school to use the recycled water to irrigate large sports fields on campus. This would directly offset MtSAC’s current use of potable imported water for this same purpose.

Within 10 to 15 years, it would not be out of the question to see the construction of infrastructure that could deliver recycled water to essentially the southern half of TVMWD’s service area. The cost, however, is still difficult to justify when the market for the water is not fully developed. In addition to installing main pipelines to move the recycled water, agencies must convince users to switch to this non-potable supply for portions of their demands,

and then the expense of connecting individual users adds another layer to the overall cost. Agencies must grapple with these issues to determine economic feasibility. Outside funding helps to reduce costs directly borne by the agencies, but many times, such funding is difficult to get.

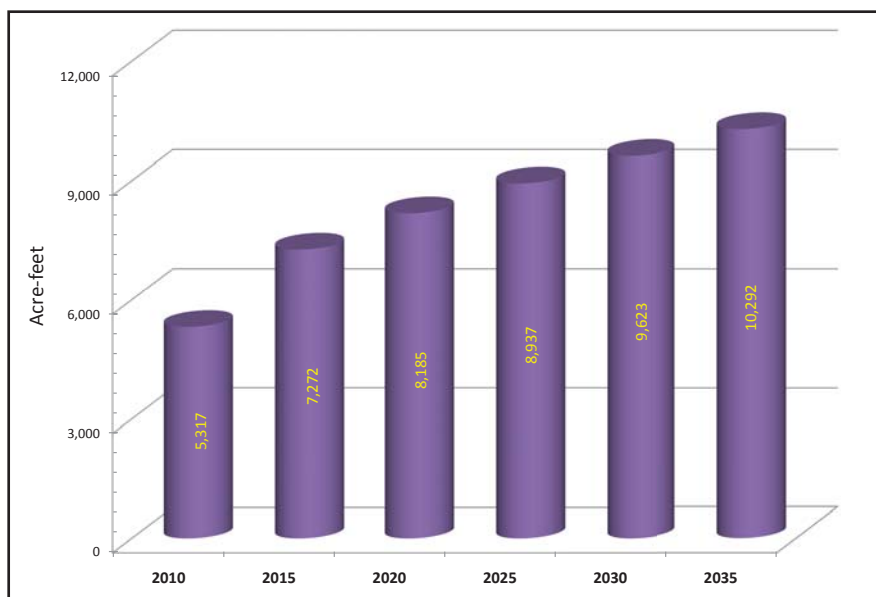
Despite the cost, many agencies are starting to make the decision to move forward with recycled water projects. This is due in large part because of the availability and reliability of the supply and the ever increasing pressure to reduce overall demand on imported water systems.

Over the planning horizon of this UWMP, Figure 4-J shows estimates of the amount of recycled water use projected within the TVMWD service area. The types of use are expected to be much the same as currently seen, namely landscape and agricultural irrigation and industrial/commercial process water.

IMPORTED WATER

In most years, imported water accounts for a little more than half of the water demand within the TVMWD service area. Typically, this use hovers around 60,000 to 70,000 AFY. All imported water delivered into the TVMWD service area is made through the Metropolitan Water District of

Figure 4-J: Projected Recycled (Non-Potable) Water Use



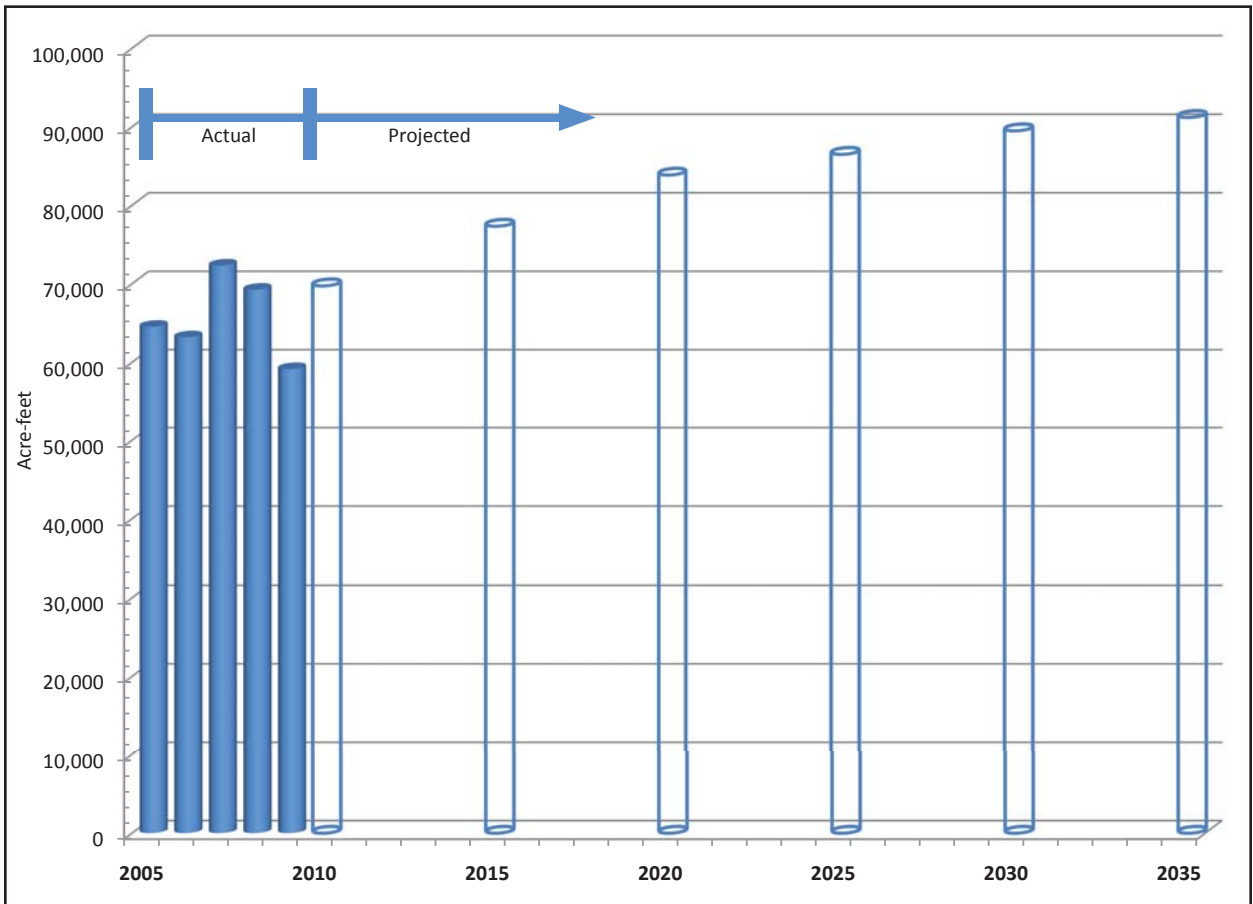
Southern California (MWD). MWD draws from both the State Water Project and Colorado River Aqueduct to serve TVMWD. The Weymouth Water Treatment Plant, one of MWD’s larger treatment facilities, is located in the heart of the TVMWD service area.

TVMWD also operates the Miramar Water Treatment Plant (Miramar) located at its headquarters in the city of Claremont. Miramar receives 100% State Project Water from MWD’s Foothill Feeder and treats that water for potable use. More recently, a groundwater production well was drilled at the Miramar site and now augments the imported water production of the plant. The well provides about 4% of the total output of the plant. Between the Weymouth and Miramar facilities, the entire potable imported water needs of TVMWD’s member agencies are served.

The need for imported water to serve this region is the primary reason that TVMWD was created. Imported water is necessary to augment local supplies to satisfy overall water demand of this urbanized area. It will remain a fixture in the resource mix for the foreseeable future. What is certainly recognized is that this resource is also experiencing a great deal of pressure and suffering limitations in availability on several fronts (environmental, legal, hydrologic). These factors generate questions of long-term reliability and sustainability.

During times of drought or periods of extended dry conditions, imported water is generally the first resource to be restricted in use. MWD has established drought management programs that foster a reduction in imported water use including the Water Supply Allocation Program (WSAP),

Figure 4-K: Actual and Projected Imported Water Use within TVMWD Service Area



which was implemented during the 2009-2010 fiscal year (July 2009-June 2010). In this case, the restriction is driven by water rates and pricing points that discourage use beyond established allocations.

In such times, extraordinary measures in water conservation are encouraged and implemented. Additional local supplies are also called upon to make up for such losses of imported water. Over the past 20 years, MWD has invested in programs to promote these concepts. TVMWD agrees with MWD's resource management strategy and has coordinated with MWD on several projects to implement these concepts. Namely, these efforts include water conservation programs that promote a sustained reduction in overall water demand, conjunctive use programs that store imported water during times of availability for subsequent use in times of drought, and local resource programs that expand the use of local supplies to offset long-term demand on imported resources.

Figure 4-K shows imported water use within the TVMWD service area over the past five years as well as a projection of that use for the planning horizon of this UWMP.



TRANSFER OPPORTUNITIES

TVMWD and some of its retail member agencies have explored water transfers, especially those agencies more reliant on imported water. Because of the uncertainties arising over the long-term reliability of imported water, it becomes almost necessary for those with limited local supplies to examine other resource opportunities. Many of these investigations are still in their early stages.

In Six Basins, however, TVMWD can use its involvement to secure short-term water leases available from other basin producers. When these transfers are made with non-TVMWD member agencies, it effectively generates a new resource for the TVMWD service area that was previously outside of its boundaries. In recent years, TVMWD was able to purchase over 1,300 AF of groundwater stored in the basin. This amount directly offsets an equivalent quantity of imported water into the service area. In the future, TVMWD will continue to utilize this transfer opportunity as much as practically possible.

Another investigation that evaluates a potential long-term transfer opportunity is the "Cadiz Project". This proposal involves the utilization of a groundwater basin in the eastern portion of San Bernardino County at the Cadiz and Fenner

valleys of the Mojave Desert. The groundwater would be produced from that basin and transported to the urban areas of southern California using new and existing pipelines. The project boasts up to 50,000 AFY and TVMWD has expressed an interest in receiving up to 5,000 AF

of that amount. TVMWD has committed to pay a share of the cost of the project's environmental documentation, but it is yet unclear where the final outcome of this project may lead. If found to be economically, environmentally, technically, and institutionally feasible, TVMWD may elect to move forward with this prospect. Once all the various components of the project are evaluated, the total cost of the delivered water will be the key determining factor of its feasibility to TVMWD.

Some retail member agencies have also investigated the potential to transfer water from water rights held north of the Delta. Through this effort, the agencies are trying to secure what they believe is a more reliable imported supply than that provided through MWD. These investigations are also in their early stages and appear promising from a cost perspective. If the completed analysis shows that the cost of delivering this water is comparable to alternative supplies, it could mean an additional 10,000 AFY of additional resources to the area.

In the above two proposals of long-term transfer opportunities, it is envisioned that existing conveyance facilities will be utilized to the extent possible. This component can be the biggest unknown when trying to generate cost estimates for these alternative supplies. The larger agencies such as DWR, MWD, and the other SWP contractors will have to get involved because of the potential impacts to facilities they currently utilize. So, while these opportunities are being investigated, there is still a great deal of uncertainty with respect to overall viability.

DESALINATED WATER OPPORTUNITIES

The TVMWD service area is not located close to the ocean, and the underlying groundwater basins are not affected by salt water intrusion. However, groundwater with high levels of total dissolved solids (TDS) exists within the TVMWD service area especially within the Puente and Spadra Basins. Because of the complexity and cost of “desalting” facilities for groundwater (desalters), it has generally not been an attractive option for producers in those areas. For now, wells in these basins not suited for potable supply are piped to the recycled water systems to supplement sources directly from the wastewater reclamation plants.

The use of these wells for this purpose is expected to continue in the foreseeable future because it is the recycled water system that is expected to offset much of the increase in total water use in this southern portion of the TVMWD service area. Invariably, if a greater demand for potable water develops beyond the capability of the agency to satisfy that demand with its other sources, then



it may be possible that the concept of treating these wells by desalting may be revisited. Again, the overall cost of that venture versus the cost of an alternative supply will be the determining factor of whether or not desalters are built.



bility and increasing groundwater production capacity. These two components help to offset the use of treated imported water by overlying users especially during times of drought.

Over the past several years, TVMWD and its member agen-

FUTURE WATER

PROJECTS

There are several resource “avenues” that TVMWD and its member agencies can take to improve long-term water supply reliability and sustainability. They include conjunctive use/cyclic storage, groundwater recovery/expansion, and additional resource development. The combination of all these strategies will shape the future resource mix within the TVMWD service area.

Conjunctive Use

Conjunctive use is the planned and coordinated utilization of imported water with the local groundwater basins. The basic concept involves the use of imported water to store in the groundwater basin when imported supplies are plentiful and then drawing from that stored local supply in the groundwater basin when imported supplies are not available. Such projects foster sound resource management through the efficient use of imported water. While not necessarily developing a “new” supply, conjunctive use optimizes the interdependence between groundwater storage and imported supplies. Through this practice, regions can become more self sufficient and less dependent on imported water during periods of droughts; in other words, greater supply reliability.

Projects within TVMWD that foster conjunctive use include adding groundwater recharge capa-

ties have developed three conjunctive use projects in partnership with MWD: Live Oak Basin Conjunctive Use Project (CUP), Upper Claremont Heights CUP, and Chino Basin CUP. These projects are described briefly below.

Live Oak Basin Conjunctive Use Project

The Live Oak Basin is one of the groundwater basins of the Six Basins adjudication. Until recently, recharge of the Live Oak Basin was only from local runoff from the canyon watershed. This CUP changed that by constructing a facility that can deliver imported water into spreading grounds (percolation ponds) that replenish the basin. The CUP also included the construction of a groundwater treatment facility by City of La Verne, which allows the City to increase production from the basin.

The spreading connection was completed in January 2005 and spreading commenced soon thereafter when imported water was available. This project has a potential to store 3,000 AF of conjunctive use water with a withdrawal of 1,000 AFY. The City of La Verne’s treatment facility has the capability to treat an average 2,500 AFY of additional recovered groundwater beyond the amount slated for conjunctive use.

Upper Claremont Heights (a.k.a. San Antonio Spreading Grounds) Conjunctive Use Project

The Upper Claremont Heights Basin is also one of the basins included in the Six Basins adjudication. Because much of this basin includes a large groundwater recharge facility known as the San Antonio Spreading Grounds (SASG), it is ideally suited to accept replenishment water. In 2008, TVMWD completed the construction of pipeline facilities to deliver imported water for spreading into the SASG. Until that time, only local runoff from the San Antonio Creek watershed replenished the basin.

Soon after in 2009, TVMWD also completed the installation of a groundwater production well in the Upper Claremont Heights Basin. The well is located on TVMWD Miramar Plant site and delivers groundwater to augment the treatment plant's production.

Because groundwater levels throughout the basin have been relatively low due to several years of little rainfall/replenishment, annual production from this new well has averaged about 800 AF.

It is anticipated that increased groundwater levels through enhanced natural and artificial replenishment will improve groundwater production throughout the region. Although the more recent dry years have resulted in the lack of imported water for groundwater replenishment deliveries, TVMWD intends to make use of the spreading connection whenever imported water is available.

The conjunctive use project for the Upper Claremont Heights includes a storage amount of 3,000 AF with potential withdrawal of 1,000 AFY. In addition to the conjunctive use aspect, TVMWD desires to increase overall production capabilities from this basin. Through the use of existing

wells or new production wells downgradient of the spreading facilities, there is a potential to add another 5,000 AFY. Again, this level of production would likely require new facilities, which TVMWD is currently investigating.

From a practical standpoint, the spreading pipeline also serves another purpose. As specified in the Six Basins Judgment, a party that produces more groundwater than its share of the annual operating safe yield must make arrange-

ments to deliver Replacement Water for such overproduction. The pipeline now provides an actual physical means to deliver imported water as replacement water for those agencies that do not have access to any other source. Though this also does not generate "new" water, it does provide

an incentive for groundwater producers to build excess groundwater extraction capacity for years when they will need it most.

Chino Basin Conjunctive Use Project

Through the City of Pomona, TVMWD participates in a conjunctive use program in the Chino Basin. The overall program involves the participation of many of the groundwater producers in the Chino Basin. The total storage capacity for the program is 100,000 AF with 33,000 AF of annual extraction capability during dry years.

The Pomona Anion Exchange Nitrate Removal Facility is one component of a very large and complex conjunctive use program within the Chino Basin, most of which is outside of the TVMWD service area. The facility was enhanced to utilize more of Pomona's allocation of groundwater in the Chino Basin. For many years, several of



Pomona's Chino Basin wells have been inactive due to high nitrate concentrations in the groundwater. Upgrades to the plant allow the City to produce an additional annual quantity of 2,000 AF. This water will be made available to help satisfy the conjunctive use program's dry-year extraction requirements as well as replace the use of imported, treated water on a regular basis. Although the Chino Basin and the facilities lie outside the TVMWD service area, the water is used within the City of Pomona, which is squarely within the service area and the Chino Basin water capabilities can significantly offset TVMWD imported demands.

Conjunctive use projects assist with resource availability during times of drought, which are the most critical times with respect to water management and reliability. Conjunctive use potential within the TVMWD service area can provide an estimated 5,000 – 10,000 acre-feet per year of short-term reliability.

Cyclic storage is a variation of conjunctive use that also involves the storing of imported water in the groundwater basin. TVMWD currently practices this program in the Main San Gabriel Basin with the potential to store up to 40,000 AF in that basin. Similar to the conjunctive use projects, extraction of cyclic storage water is slated for dry



years when MWD is unable to deliver imported supplies. The ability to extract is limited primarily by the physical production capacity of the

TVMWD member agencies that produce from the Main San Gabriel Basin.

Groundwater Recovery

The recovery or expansion of groundwater production within the TVMWD service area may provide on the order of 20,000-25,000 acre-feet per year of added supplies. The idea behind groundwater recovery is to utilize available local resources that have never been tapped or have been inactive for an extended period due to physical or water quality restrictions.

In many cases, this involves new wellhead treatment facilities that will generate a new potable supply, and in other cases, the groundwater may be extracted without treatment and used to augment a recycled or non-potable water system. Table 4-2 lists several groundwater recovery projects that have recently come on-line or are being planned for the future. The associated yields of each project are also provided.

The projects noted could provide an annual 30,000 AF of additional yield into the TVMWD service area. Most of the individual well projects will be completed within the next five years, while the larger treatment and multiple well projects are on the 15-20 year horizon.

Surface Water

Surface water resources are relatively limited within the TVMWD service area. As previously mentioned, there are but a few surface water rights holders within TVMWD, and the supply is highly dependent on local hydrology. Improvements to the use of this resource in the future will involve enhancing treatment capabilities and providing for other beneficial use of the supply if the timing of the demand does not coincide with the availability of the supply. In other words, using available surface water to replenish the underlying groundwater basin for later extraction and use would be a key strategy for this resource. This may involve improving replenishment capability and/or institutional arrangements that would allow transfers of the stored water.

Although these types of arrangements would improve the efficiency with which surface water is used, it does not necessarily increase available yield of this resource.

Recycled Water

Recycled water will play an important role in the future water resource mix of the region. While this supply is currently used for non-potable and indirect potable purposes, within the TVMWD service area, only non-potable systems have been developed. In the near foreseeable future, this is not expected to change.

Expansion of recycled water infrastructure will be the objective of projects dominating the development of this resource for the next several years. Pipelines, pump stations, storage facilities, cross-connection control, and retrofitting existing connections for recycled water use are being

developed to increase delivery capability for non-potable demands. The objective here is to replace current and future potable demand with recycled water supplies where possible. Landscape, irrigation, industrial processes, and other similar uses are being sought out and marketed as the recycled water infrastructure is expanded. In time, offsetting the need to deliver potable water for these uses will improve the overall reliability to the region.

Presently, recycled supplies into the TVMWD service area are sufficient to meet current demands. Even projected non-potable demands are not expected to outgrow recycled water availability to the region for at least the next 10 years. Recycled water development by the retail agencies within the TVMWD service area may offset another 8,000-10,000 acre-feet per year of firm potable water demand.

Table 4-2: Local Groundwater Projects Within TVMWD

PROJECT NAME (AGENCIES)	BASIN (SUB-BASIN)	DESCRIPTION	EST. YIELD (AFY)
Columbia & Highway (Golden State Water Co)	MSGB (Foothill)	New well near site of groundwater treatment facility for perchlorate & nitrate removal	1000 (on-line)
Main San Gabriel Basin Groundwater Recovery (City of Azusa, Covina Irrigating Co, City of Glendora, Rowland Water Dist, Walnut Valley Water Dist)	MSGB	Centralized groundwater treatment facility for nitrate, VOC, perchlorate removal; use of existing wells inactivated due to contamination	19,000 (planned)
Well 14E (City of Glendora)	MSGB (Glendora)	New well to replace Well 2E	1400 (completed)
New Wells (Various)	Six Basin (Upper Clmnt Hghts)	New wells to utilize new replenishment capability within the basin and mitigate high groundwater conditions	5000 (planned)
Beech Street Well (City of La Verne)	Six Basins (Live Oak)	New well to utilize new replenishment capability within the basin	800 (completed)
Montana Well (Golden State Water Co)	Six Basins (Upper Clmnt Hghts)	New well to utilize new replenishment capability within the basin	1000 (planned)
Palomares Cienega High Groundwater Project (City of Pomona)	Six Basins (Pomona)	Centralized groundwater treatment facility for nitrate, perchlorate removal; use of existing wells to reduce high groundwater problems	4000 (planned)
Well 20 (City of Pomona)	Six Basins (Lower Clmnt Hghts)	Reactivation of existing well in underutilized basin	800 (on-line)

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5 WATER RELIABILITY AND SHORTAGE CONTINGENCY PLANNING

As a member agency of MWD, TVMWD relies primarily on the availability of MWD supplies to gauge reliability. To a lesser degree, TVMWD has access to local supplies, but it is its member retail agencies that have greater access and demand greater use of those local resources. To that end, TVMWD encourages the development and use of local supplies by the member retail agencies when it is available. TVMWD’s overall water resource management scheme focuses on maximizing local resource development recognizing that the availability of imported water can be highly variable and overall import supply may dwindle in the future due to competing statewide interests.

IMPORTED WATER DEMAND MANAGEMENT

Similar to MWD, TVMWD has adopted a tiered rate structure in delivering import water to its retail member agencies. The Tier 1/Tier 2 rates have been in place for the past nine years and serve to discourage excessive use by forcing water purveyors to actively manage their own systems to minimize costs associated with buying import water.

The program allocates to each retail member agency a specific quantity of import water for the calendar year. The individual amounts were initially developed based on average annual import water use during the 10-year period prior to the start of the program. These amounts are shown in Table 5-1 and are referred to as the Tier 1 allocations.

TVMWD tracks closely the monthly import water usage by each retail member agency. If an agency exceeds its allocation of import water during a calendar year, it may be subject to a higher water rate for the quantity delivered above its allocation. For CY 2010, that differential between the initial allocation (Tier 1) and overage (Tier 2) was \$110 per acre-foot. TVMWD has found that this differential in price has provided a sufficient disincentive for agencies to simply turn to import water. Instead, it has reinforced the idea to develop other supplies that may be more economically beneficial to the retail agency.

Table 5-1: Tier 1 Allocation to TVMWD Member Agencies

AGENCY	(in AF)
Boy Scouts of America	26
Cal Poly Pomona	269
Covina, City of	685
Glendora, City of	2,275
Golden State Water Co (Claremont)	4,578
Golden State Water Co (San Dimas)	8,588
Joint Water Line (PWR-JWL)	29,954
La Verne, City of	7,029
Mt San Antonio College	699
Rowland Water District	4,482
Suburban Water Systems	1,131
Valencia Heights Water Co	37
Walnut Valley Water District	10,645
TOTAL	70,398

PWR-JWL is sub-allocated to City of Pomona (6799), RWD (9508), and WVWD (13,643)

LOCAL SUPPLY DEVELOPMENT

Understanding that the availability of future import supplies is tentative and highly dependent on statewide decisions that affect the conveyance systems bringing water into southern California, regional water districts such as TVMWD and local retail water purveyors are trying to find ways to lessen dependence on such resources. For some agencies, that task is more difficult than for others because the geographic location of some service areas do not lend itself to bountiful local supplies. In other instances, local supplies may be available but water quality concerns or historical operations have not maximized the utility of the resource.

TVMWD is working with its member retail agencies to maximize these resources. Chapter 4 describes some of the projects that are being developed with an eye toward lessening dependence on import water supplies.

MANAGEMENT OF WATER SHORTAGES

TVMWD is a wholesale supplier of water. TVMWD is not a retail water utility. As such, each retail agency is responsible for its own level of water shortages. TMVWD, however, will assist wherever and whenever possible. The potential additional resources available to the area include increased local conservation and water recycling, improvements in the reliability of import supplies, increased regional surplus storage, and increased conjunctive use groundwater programs.

Meanwhile, MWD's import supply reliability is dependent on the State Water Project and the Colorado River Aqueduct. These two primary sources are subject to a whole host of legal, environmental, water quality, and climatic factors that affect

available deliveries on almost an annual basis. MWD has developed its Regional Urban Water Management Plan wherein MWD explains the measures it has taken to try and guard against shortages in import supplies coming from the two primary sources. Such

measures include groundwater banking/storage agreements within and outside of the MWD service area, surface water storage at its terminal reservoirs (e.g. Diamond Valley Lake, Lake Skinner, Lake Mathews, etc.), and conservation/water resource programs that promote water efficiency.

Likewise, TVMWD has sought similar measures within its own service area to improve overall reliability. TVMWD seeks to maximize available local groundwater storage for conjunctive use purposes, promotes conservation efforts, and coordinates with its member retail agencies in

developing local resource projects that will offset the need to import water.

Groundwater Storage/Conjunctive Use

TVMWD's service area overlies five groundwater basins (Chino Basin, Main San Gabriel Basin, Puente Basin, Six Basins, and Spadra Basin). Within three of these basins, TVMWD is involved in four storage/conjunctive use programs.

The Chino Basin Dry-Year Yield Program is a cooperative agreement between MWD and Chino Basin stakeholders, of which TVMWD is one. The program included a potential storage capability of 100,000 AF, withdrawal of which is limited to a third of that amount per year. On a practical basis, TVMWD and its member retail agency can

account for about 6,000 AF of that amount or a quantity on the order of 2,000 AFY.

In the Main San Gabriel Basin, TVMWD maintains a cyclic storage account that allows up to 40,000 AF of storage. Import water is typically delivered to storage when it

is available and then extracted from the groundwater basin by TVMWD's member retail agencies during periods of shortage or drought. Annual extraction limits are not limited but are capped by the practical pumping capacity of the retail member agencies. This provides another hedge against dwindling import supplies and short-term emergencies.

The Live Oak Basin and Upper Claremont Heights Basin conjunctive use projects utilize two of the sub-basins within Six Basins. Combined, the projects allow for a maximum storage amount of



6,000 AF with annual withdrawal limits of 2,000 AF.

Groundwater storage programs/projects help to relieve pressures on the import water systems during periods when those sources are less plentiful. The ability to effectively coordinate the conjunctive use of import supplies and the local groundwater basins remains a challenge but are key to managing the water resources of the region.

Groundwater Recovery

In addition to improving the ability to put water into the local groundwater basins, TVMWD is also working with its retail member agencies to develop or recover the capability to use groundwater with marginal water quality issues. Years ago, many groundwater producers deactivated wells after seeing high concentrations of contaminants such as nitrate, volatile organic compounds (VOCs), perchlorate, and the like. When faced with the added expense of having to treat the groundwater supply before putting it into a potable system, many instead chose the alternative of replacing that supply with import water.



As the future of import water supplies has become more tentative over the past few years, TVMWD and its retail member agencies see the need to reassess those earlier decisions regarding the use of slightly impaired groundwater supplies. With the advent of reliable treatment technology to address water quality problems and experiences gained by those who have installed

such facilities, those past analyses that showed groundwater treatment to be too costly may no longer be valid. In fact, the ever-increasing cost of import water begs the question of whether or not it would be more economically beneficial to turn the wells back on even with added treatment costs.

One such project, the Pomona Basin Groundwater Recovery Project, would treat nitrate and VOCs and could potentially produce 5,000 AF per year. This project is in the early stages of feasibility analysis, and the concept includes provisions to deliver groundwater that is produced to areas highly dependent on import supplies.

In the Main San Gabriel Basin, a similar effort is underway to recover groundwater production capability for wells affected by nitrate, VOCs, and perchlorate. As envisioned, this project could potentially add an annual amount of 24,000 AF to the region's resource mix. A feasibility study has been completed for this project with preliminary design recommended. Capital and other project costs, however, are high so project proponents are seeking outside funding to offset local costs and improve the economic benefit to the region.

Other groundwater recovery projects within the TVMWD service area include non-potable production for recycled water and/or irrigation systems. Such projects are equally beneficial because they offset the need to deliver potable supplies to those uses that do not necessarily need it (e.g. landscape, irrigation, industrial, etc.). For those member retail agencies that have access to recycled water, expansion of their systems and replacing potable demands with non-potable water to current customers that do not need a potable supply are the key elements to reducing future import water use and managing resources for growing populations within the service area.

The noteworthy idea behind groundwater recovery is that for every acre-foot of water produced, a like amount of potable supply—typically imported water—can be replaced. The displaced amount then manifests itself as a reduced demand and a potential resource for future

Table 5-2: Primary Sources of Water Within TVMWD Service Area

Source	Description
State Water Project	Imported water from northern California supplied by MWD
Colorado River	Imported water from Colorado River Basin supplied by MWD
Local Surface Water	San Gabriel and San Antonio Canyon sources owned and operated by Retail Member Agencies
Groundwater	Drawn from underlying groundwater basins; rights are primarily owned and utilized by Retail Member Agencies; TVMWD has minor usable amount
Recycled/Reclaimed Water	Supplied by local wastewater treatment plants with separate recycled water distribution systems owned and operated by Retail Member Agencies

growth in the region. Regardless, the idea of developing—or re-developing—projects that have impaired water quality sheds light on the importance of understanding water quality and its effect on resource development.

WATER QUALITY IMPACTS

In addition to the usual health and safety considerations, water quality has near-term supply quantity implications for TVMWD and its retail member agencies. Certainly in southern California, water resource planners and engineers have become keenly aware of the importance of understanding the effects of water quality in the development of any water supply. It is also appropriate to understand potential trends and their impact on current and future supplies.

The primary sources of water utilized in the TVMWD service area are listed in Table 5-2. Each source has water quality characteristic that are beneficial to the region and/or pose challenges prior to utilization.

As previously discussed, individual cleanup/groundwater recovery projects that put treated water to beneficial use will provide direct local benefit to the overlying user but will also afford broad benefits that impact the regional water supply situation in California. The following factors highlight the influence of water quality on the supplies used within the TVMWD service area:

State Water Project (SWP): SWP water is generally of high quality with total dissolved solids (TDS) concentrations averaging 325 milligrams per liter (mg/L). The quality of SWP water as a drinking water source is affected by a number of factors, most notably seawater intrusion and agricultural drainage in the Bay-Delta system. The water quality parameters of most concern are total organic carbon (TOC), bromide, and salinity. Levels of TOC and bromide increase significantly as water moves through the Bay-Delta. These constituents combine with chemicals used in the water treatment process to form disinfection by-products which are carcinogenic. Water supplies from the SWP have significantly lower TDS levels than the Colorado River, averaging 250 mg/L in water supplied through the East Branch and 325 mg/L on the West Branch. Because of this lower salinity, MWD blends SWP water with high salinity Colorado River water to reduce the overall salinity levels of water delivered on the MWD system.

TVMWD treats 100% state project water at its Miramar Water Treatment Facility so the water quality of the source supply has added importance. In recent years, TVMWD has modified its treatment process at Miramar to address changes in water quality standards promulgated by the U.S. Environmental Protection Agency and California Department of Public Health. These changes addressed the Long-Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR) and Disinfectant/Disinfection Byproducts Rule (D/DBPs). As future regulatory changes affect requirements for drinking water, it is TVMWD's

intent to address such changes on a case-by-case basis with the objective of maintaining the treatment plant and future output.

Colorado River:

Water imported via the Colorado River Aqueduct (CRA) has the highest level of salinity of all of MWD's sources of supply, averaging around 650 mg/L during normal water years. Concern over salinity levels in the Colorado River has existed for many years.

To deal with this, the Colorado River

Basin Salinity Control Act was approved in 1974.

SWP water is used to blend with CRA water to reduce overall salinity of delivered water from MWD. This practice is likely to continue but the lack of SWP supplies during certain years will seasonally affect the salinity of southern California's drinking water supply.

The appearance of perchlorate and Quagga mussels in Lake Mead and then downstream into the MWD system has become the water quality issues of recent concern. Again, MWD is coordinating with upstream interests to control the sources of this contaminant and invasive species. Where necessary, MWD is addressing the problem within its own system. Because the CRA supply is less variable than the SWP supply to MWD, the Colorado River has become even more important to MWD's overall supply mix. Accordingly, MWD will exert a great deal of energy and time to retain that resource regardless of the water quality issue that may arise.

Local Surface Water: There is a limited supply of local surface water used within the TVMWD service area. The water originates from the San

Gabriel Mountain watersheds and is typically collected by local agencies having water rights along the source stream. The water is then treated in small local surface water treatment plants for delivery into the distribution systems.

The watersheds for these surface water supplies are less developed and do not pose significant adverse influences on this resource. Hydrology, not water quality, typically has a greater effect on supply.



Because the mountain water-

sheds for these resources have not seen the past farming practices of the downstream valleys and are not expected to see a great deal of development in the future, no adverse water quality impacts are expected for this supply.

Groundwater: Local groundwater used in the TVMWD service area is extracted from several different basins. Due to past historical agricultural and industrial practices in the region, the constituents of concern for these groundwater basins include Nitrate (NO_3), perchlorate (NH_4ClO_4), and volatile organic compounds (VOCs). When these constituents are discovered at a well site, the owner/operator of that well typically determines whether or not production will continue. If it is deemed that the groundwater requires treatment prior to delivery, the owner must take that cost into account in making that determination.

In the past, it was more economical for groundwater producers to simply abandon a contaminated well when an alternative supply such as import water was readily available. Today, as import water costs increase and its availability becomes less reliable, these same producers are taking a second look at treatment options and associated

costs. In many cases despite the added cost of treatment, the reliability and control over local well water becomes a more attractive alternative.

The constituents mentioned above will remain the primary water quality issues for the TVMWD region within the planning horizon. In the coming years, groundwater producers will evaluate their options to recover lost groundwater production that they may have abandoned in the past and/or develop new production capacity with the knowledge that added treatment facilities may be necessary. In other words, there will likely be a trend that groundwater resources will be more fully utilized even with the water quality challenges that are faced.

Recycled/Reclaimed water: Recycled water sources for the TVMWD service area currently include the Pomona and San Jose Creek Water Reclamation Plants. Both plants are operated by the Los Angeles County Sanitation Districts (LACSD), and the recycled effluent water is delivered to individual retail member agencies through distribution systems independent of the drinking water systems. Accordingly, recycled water



is used only for non-potable demands such as landscape/park irrigation, agricultural watering, industrial processes, etc. For the time being, supply is greater than demand for recycled water. As infrastructure for this resource grows, however, it is expected to replace the demand of various users currently served by potable water.

As long as it remains a non-potable supply, recycled water will not be subject to the same drinking water standards as the sources previously discussed. Consequently, the water quality issues facing recycled water are far less daunting than those sources used for potable purposes. Nitrate, total organic carbon, and NDMA are some of the constituents closely monitored for recycled water, especially if it is being utilized for indirect potable recharge. The LACSD is working with other stakeholders to keep such water quality concerns under control. If in the future, the regulations become more stringent for recycled water use, the cost to address the concern will determine future viability for the resource, but based on the investment in infrastructure that many agencies have already made, it is unlikely that any will turn their backs to this supply. As with past experience in previously turning away from groundwater production due to water quality concerns, recycled water users see the value and reliability of the resource when compared to dwindling import supplies. Accordingly, future water quality issues are not expected to negatively affect the utility of recycled water. Therefore, the region should see an increasing trend in its use.

DROUGHT PLANNING

Relatively speaking, the dry hydrologic conditions (single- and multi-year dry hydrology) within TVMWD's service area do not necessarily produce extreme water demand conditions when compared to the average year. Water demands generally increase by several hundred acre-feet, which could invariably be covered by a slightly greater demand on the MWD system.

As a member agency of MWD, TVMWD relies primarily on the availability of MWD supplies to determine shortage situations. When MWD declares water shortages or interruptions for its system over a given period, TVMWD typically follows suit with similar declarations and actions to manage its demands and regulate usage to the degree practical.

As MWD develops its own plans and programs to manage available supplies during times of short-

age or drought, TVMWD will evaluate the suitability of such strategies for its own member retail agencies. At its own discretion, TVMWD may use a similar approach as MWD or develop its own strategies. In either case, TVMWD will coordinate with its member agencies to adopt a plan that is best suited to the needs of its service area.

As detailed in its Regional UWMP, MWD follows its Water Supply and Drought Management (WSDM) Plan to determine actions it takes based on the availability of import water. The WSDM Plan outlines action in surplus supply stages as well as shortage stages. Shortage stages are further divided into mild, severe, and extreme conditions with actions to be taken by MWD corresponding to the severity of the declared shortage.

Similarly, TVMWD has developed its own in-house Shortage Contingency Stages to react to MWD's actions. The five stages of TVMWD actions are intended to be consistent with action stages defined by MWD. As surplus or shortage conditions progress, these actions are additive. Accordingly, TVMWD will monitor consumption and assess penalties for excessive use based on allocations established with the member retail agencies. The following discussion provides a description of the various stages and Table 5-3 presents a summary of actions associated with the progressive steps that may be utilized during shortage conditions. However, the MWD and TVMWD systems are inherently complex and the ultimate actions taken will depend on the unique situation of each particular condition.

Regional Shortage Stage 1 (5% to 10% shortage)
TVMWD will work with retail member agencies to determine short-, medium- and long-term supply capabilities. TVMWD will initiate a public information campaign to



- Explain the drought situation to the public and governmental bodies.
- Explain other stages and forecast future actions.
- Request voluntary water conservation.
- Suggest the preparation and dissemination of educational brochures, bill inserts, etc.
- Notify media.

Regional Shortage Stage 2 (10% to 20% shortage)
TVMWD will continue Shortage Stage 1 actions and will

- Accelerate public information program.
- Disseminate technical information.
- Institute rate program to support conservation.
- Request from retail member agencies water use reductions at prescribed levels.
- Lobby for passage of drought ordinances in service area.
- Encourage use of ET rate for landscape watering.

Regional Shortage Stage 3 (20% to 35% shortage)

TVMWD will continue Stage 2 actions and may curtail or temporarily suspend deliveries for groundwater replenishment in accordance with their discounted rates. Additionally, TVMWD will Coordinate with MWD to possibly draw from conjunctive use groundwater storage programs.

- Adopt Base Retail allocation for each Member Agency.
- Advise area planning staffs of possible short-term inability to supply new developments/annexations due to shortages to existing customers.
- Continue public information program at accelerated pace.

Regional Shortage Stage 4 (35% to 50% shortage)
TVMWD's Board of Directors may call for extraordinary conservation through a coordinated outreach effort and monitor the effectiveness of

ongoing conservation programs. Additional action include

- *Intensifying all prior steps.*
- *Reassess allocation plan for possible per capita residential allowance.*

Regional Shortage Stage 5 (50% or higher)

TVMWD will continue Shortage Stage 4 actions and in conjunction with MWD may exercise any and all water supply option contracts and/or buy water on the open market either for consumptive use or for delivery to regional storage facilities for use during the shortage. Any allocation plan de-

veloped by the TVMWD Board of Directors will be implemented based on board-adopted principles.

SHORTAGE CONTINGENCY STAGES

During water shortage emergencies, TVMWD will assist each of its retail member agencies to help resolve any situation related to allocation of imported water supplies and/or local conservation efforts. TVMWD will “equitably allocate imported water on the basis of agencies’ needs.” Regardless, the following factors will be taken into account if and when allocation discussions arise:

Table 5-3: Summary of Shortage Stages

Action	Shortage Stages				
	Shortage		Severe Shortage		Extreme Shortage
	1	2	3	4	5
	5% - 10%	10% - 20%	20% - 35%	35% - 50%	> 50%
Conduct Public Outreach					
Conservation					
Determine supply capabilities w/ Retail Member Agencies					
Curtail replenishment deliveries					
Extraordinary Conservation					
Coordinate w/ MWD to call or exercise various water options					
Implement Water Supply Allocation Plan (WSAP)					
Natural Disasters: <ul style="list-style-type: none"> • Earthquake • Fire • Flood 	Implementation depending on severity and duration as per TVMWD’s Emergency Response and Vulnerability Assessment Response Plans				
Power Outage					
Terrorist / Criminal Acts					
System Failures: <ul style="list-style-type: none"> • State Water Project • Colorado River Aqueduct • Miramar WTP 					

1. Supply Availability and Forecasts

- Total supply availability, including both ground and surface water supply sources
- Groundwater rights status for that particular year.
- Available groundwater supply
- Operational condition of Member Agencies' wells, reservoirs and other facilities
- Current aquifer levels.
- The rate of decline in aquifer levels, compared with the normal operating levels.
- Surface water conditions in proximity to Member Agencies' wells.
- Surface water conditions for water supplies provided through the state water project and the Colorado River Aqueduct
- Amount of time required to implement a supply enhancement measure.
- Weather conditions as derived from short- and long-term weather forecasts and modeling by the national weather service.

2. Water demand factors

- Current trends and seasonal forecasts for the system's daily water demands.
- The estimated margin of safety provided by the demand reduction compared with the level of risk assumed if no action is taken.
- Amount of time required to implement a water use reduction measure.
- Media availability.
- Customer response.
- Magnitude of expected savings provided by a water use reduction measure.

3. Other Factors

- Consider actions taken by MWD.
- The value of lost water sales revenue compared with the increased margin of reliability.
- Consultation with MWD, Member Agencies, elected officials, state resource agencies and interest groups
- The length of time between stage changes and required time and resources neces-

sary for the implementation of actions by the Administration.

- The length of time a shortage stage would be in place.
- Required time lags to shift administrative gears and institute measures
- Potential costs to Member Agencies
- Equity in demand reduction amongst Member Agencies.
- Contractual obligations for water supply and water use (re: the Miramar Treatment Plant).
- Surface water quality impacts
- Earthquakes
- Power outages
- Terrorist/criminal acts



All retail member agencies have been encouraged to further develop local groundwater and recycled water supplies and to participate in TVMWD's sponsored conservation programs. Furthermore, the retail agencies have been exploring alternative water exchange possibilities with neighboring groundwater suppliers as well as potential water sources that are more distant.

CONSERVATION

Past resolutions adopted by TVMWD have encouraged its retail member agencies to adopt ordinances encouraging conservation practices during times of drought. In 2009, the District adopted its own updated ordinance to govern mandatory conservation activities during times of drought and other water shortages and emergencies. A copy of that ordinance is included as Appendix H. Although TVMWD is not equipped to enforce specific residential water use ordinances at the retail level during times of extreme drought, it will work with its member agencies to increase awareness and implement public information campaigns stressing the importance of active drought conservation.

As a wholesale water supplier, TVMWD has meters with which to determine water use by its retail member agencies. Water use is determined through actual monthly billing and subsequent report reconciliation. Water use by each retail agency can be determined through individual metered connections. Per agreements and operating plans in place with participating retail agencies, cut backs in supply when necessary must be accountable to TVMWD and MWD in relation to specific agreements and projects.

WATER SHORTAGE ALLOCATION PLAN

TVMWD originally adopted a Water Shortage Contingency Plan on February 11, 1992 in response to emergency legislation in 1992. More recently in May 2009, TVMWD adopted an updated program to deal with then current water shortage conditions. TVMWD's Water Supply Allocation Plan (WSAP) was actually implemented during fiscal year 2009-10 (July 2009 through June 2010) to coincide with MWD's declaration of its own WSAP during an extreme shortage stage.

A copy of TVMWD's WSAP is included in Appendix I and was adopted as a method of controlling demand through water rate penalties for excessive use. The WSAP document in Appendix I clearly explains the need and development of the plan. The root principles of the plan were borrowed from MWD's own WSAP, but the final outcome for

the allocations to each retail water purveyor was fully vetted among TVMWD and its retail member agencies.

The TVMWD WSAP creates a structure that allows the declaration of a water shortage situation for TVMWD's service area. There are 10 defined shortage level stages that correspond to an annual allocation of water to each of the retail member agencies.

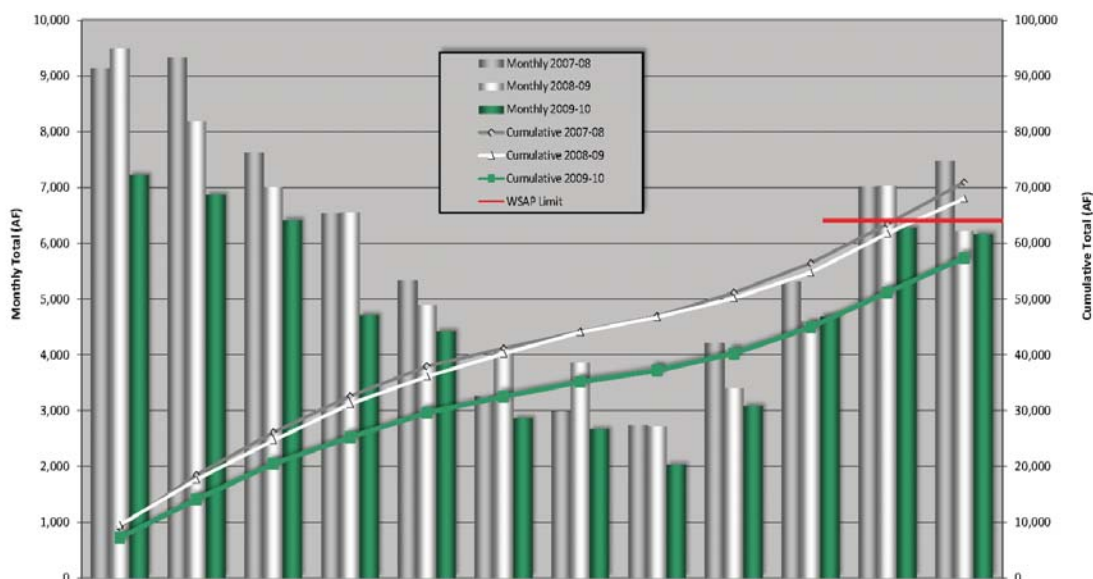
The above allocation was developed through a consensus effort among TVMWD and its retail member agencies. Historical import water use was taken into account as well as other factors involving retail dependence on import water and past conservation efforts.

During Fiscal Year 2009-10 (7/1/09-6/30/10), MWD and TVMWD declared Shortage Level 2 for its respective member agencies. This translated to about a 14% reduction in TVMWD's supply

Table 5-4: WSAP Allocation Table for FY 2009-10 (Shortage Level 2)

AGENCY	(in AF)
Boy Scouts of America	23
Cal Poly Pomona	176
Covina, City of	438
Glendora, City of	2,124
Golden State Water Co (Claremont)	5,895
Golden State Water Co (San Dimas)	8,563
La Verne, City of	6,299
Mt San Antonio College	561
Pomona, City of	5,803
Rowland Water District	12,091
Suburban Water Systems	969
Valencia Heights Water Co	0
Walnut Valley Water District	21,088
TOTAL	64,030

Figure 5-A: Comparison of Water Use During FY 2009-10 vs. Two Prior Years



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Δ 2007-08 Monthly	-20.9%	-26.3%	-15.8%	-27.9%	-17.0%	-12.2%	-11.1%	-25.8%	-26.9%	-11.8%	-10.5%	-17.6%	Δ 2007-08 Monthly
Δ 2007-08 Cumulative	-20.9%	-23.6%	-21.4%	-22.7%	-21.9%	-21.1%	-20.4%	-20.7%	-21.2%	-20.4%	-19.3%	-19.1%	Δ 2007-08 Cumulative
Δ 2008-09 Monthly	-23.8%	-16.0%	-8.4%	-28.2%	-9.6%	-30.1%	-31.0%	-25.0%	-9.1%	1.7%	-10.7%	-0.8%	Δ 2008-09 Monthly
Δ 2008-09 Cumulative	-23.8%	-20.2%	-16.8%	-19.2%	-17.9%	-19.2%	-20.2%	-20.5%	-19.7%	-17.9%	-17.1%	-15.6%	Δ 2008-09 Cumulative

when compared to its average use over the three-year period of 2004-2006. The total amount allocated to TVMWD was then apportioned to each of its retail member agencies based on the percentages in Table 5-4.

During the period of the Shortage Level 2 declaration of FY 2009-10, import water use (not including groundwater replenishment) decreased by an average of 20% when compared to the two prior years (see Figure 5-A). Needless to say, the retail agencies were able to stay within their respective allocations as was TVMWD with respect to its overall allocation from MWD.

Reduction in growth due to a depressed economy played a part in the decreased water use seen during FY 2009-10, but conservation was the key factor in generating the degree to which those demands fell.

cash needs of \$1,000,000 to cover partial water payments and payroll for an approximate 60-day period. Other reserve funds (e.g. “rate stabilization”) are designed to minimize the impacts of any short-term demand reduction on rates. The reserve structure is based on the assumption that two out of every ten years could be expected to require demand reduction efforts due to drought. Also, these funds will cover contingencies if the Miramar Treatment Plant is inoperable or only partially operable for an extended period of time. When fully funded, it would be able to maintain the District in a revenue-neutral position through two successive years of 25 percent reductions below normal demand levels. These various reserve funds will assist in reducing impacts on rates during multiple dry years that occur as a result of reduced revenue due to reduced water sales, and additional costs of securing supplies during shortages.

IMPACTS ON REVENUES/EXPENDITURES

TVMWD’s Board of Directors has previously established an “Operating Reserve” for short-term

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6 WATER DEMAND MANAGEMENT MEASURES

TVMWD views demand management as a key concept in achieving long-term reliability and sustainability for the region. With opportunities relatively limited to develop large scale water supply projects in the area, the need to “control” demand becomes an ever-growing component in the overall equation.

TVMWD fully endorses conservation as a primary means to encourage wise water use. To that end, TVMWD enlists a multi-faceted conservation program that includes education and public information, water audits/surveys, landscape programs, plumbing retrofits, and other related activities.

TVMWD is committed to conservation and water resource management and recognizes the need for efficient water use not only in times of drought but as an integral part of everyday life. The population within the TVMWD service area is not expected to grow at the higher rates experienced in other parts of southern California. Accordingly, consistent conservation will play a big role in ensuring TVMWD’s water sustainability.

For meeting the state’s goal of reducing per capita water use 20% by Year 2020, conservation is the key. Such established measures must make sense and be simple to implement to achieve widespread acceptance among the general public. Conservation measures must lead to an understanding of the efficient use of the resource and long-term behavioral changes that directly affect water usage. In other words, public perception of responsible water use must be fostered and a sustained change in the mindset of the public needs to take place in order for conser-

vation to take hold and be truly effective for the long-term.

As a wholesale water agency, TVMWD is committed to promoting and facilitating water conservation projects by the retail agencies within its service area. These undertakings focus on commercial and industrial equipment and processes, residential plumbing retrofits, landscape irrigation, and education. One of TVMWD’s most important long-term conservation measures is educating the public on the source of water to the southern California area and the need for water conservation for the region to enhance long-term reliability and growth.

TVMWD’s primary focus with regard to conservation has been public education and awareness as a necessary means to inform the general population of efficient water use. In recent years, while maintaining its emphasis on education and public information, TVMWD has also expanded its conservation activities in the areas of conserva-



tion research and increased coordination of funding for retail-agency sponsored projects. Water supply reliability is dependent on both the further enhancement of local and supplemental imported water sources. In addition, the retail member agencies have developed a blueprint for water

supply reliability through the development of diversified resources and economic soundness. In order to achieve and maintain a high level of water use efficiency within its service area, TVMWD’s primary conservation objectives are as follows:

Assist member agencies with funding and implementing conservation projects

Table 6-1: Conservation Objectives

Outreach Goals	Outreach Activities (some items are listed in multiple categories)
<p>Customer Education Goal To educate the customers, taxpayers and decision makers about the future of conserving water and protecting our water resources and guiding their actions for years to come.</p>	<ul style="list-style-type: none"> • Three Valleys Facility Tours • MWD-sponsored tours • Conservation-themed ads in local newspapers • Water resource related articles in local newspapers • Information provided via the District’s Website • HET (toilet) distribution events • High-efficiency clothes washer rebates • Protector del agua courses • Leadership Breakfasts • Annual Budget and Water Quality Reports
<p>Local Education (in-school) Goal To reach a large number of students on an in-depth and effective level utilizing the skills and enthusiasm of local teachers.</p>	<ul style="list-style-type: none"> • Solar Cup • Three Valleys Facility Tours • WEWAC Events: Video Contest, LA County Fair Participation, ‘Edu-Grant’ Program, and Project WET Workshop • MWD Poster Contest • Teacher Education
<p>Local Business Education Goal To work with local businesses/industry to promote water conservation.</p>	<ul style="list-style-type: none"> • Facility Tours • Continue to offer and promote the Commercial and Industrial rebates (CII Program) for businesses and institutions. • Website information via the internet • Subsidized purchases of water brooms
<p>Alliances and Partnership Goal To form and cultivate alliances with our Member Agencies, Metropolitan local cities and other municipal, state, federal and private institutions for joint projects and sources of funding.</p>	<ul style="list-style-type: none"> • Coordination with MWD and our member agencies on a variety of conservation related state and federal legislative initiatives • Grant Coordination [DWR, Prop 50, MWD] and assistance (where appropriate) with our Member Agencies • Quarterly conservation meetings
<p>Media and Public Information Goal To utilize all forms of media to disseminate our water conservation message.</p>	<ul style="list-style-type: none"> • Conservation-themed ads in local newspapers • Water resource related articles in local newspapers • Participation at community events • Continued distribution of MWD’s video production, “Straight from the Tap” to public access cable TV in our service area. • TVMWD’s Website
<p>Best Management Practices/Irrigation Goal To promote efficiencies that reduces the demand on imported water and aid in conserving our water resources. To increase the area’s native plantings and reduce the potable water irrigation demand.</p>	<ul style="list-style-type: none"> • Promote the use of California native and California ‘friendly’ plants through managed ‘Turf Removal’ programs • Utilize local expertise at Cal Poly Pomona and the Rancho Santa Ana Botanic Gardens • Set-up California Friendly Landscape Training (CFLT) classes • Use of California-friendly plants at Three Valleys’ headquarters as a demonstration and an on-site water use reduction tool

Fund conservation research and disseminate conservation information

Coordinate conservation activities on behalf of retail agencies served by TVMWD

Develop and implement pilot conservation projects which will complement other programs being conducted in Southern California

Work with Metropolitan Water District of Southern California to coordinate and improve their outreach efforts in the area of conservation

Administer and coordinate any conservation programs which are more effective at the regional or wholesale level versus the individual member agencies' level.

Seek outside funding sources which will complement and expand conservation programs, education and outreach.

A summary of the BMP requirements, and TVMWD's progress in meeting its commitments to the MOU, is also provided in Table 6-2. In general, the District is on track in meeting both its demand management recommendations and BMP implementation commitments.

The benefits of conservation include:

- *Ratepayers save money on their water utility bills;*
- *Reduced wastewater flow;*
- *Reduced urban runoff;*
- *Avoidance of purchasing expensive imported water; and*
- *Environmental benefits, locally and for the Bay-Delta area.*

IMPLEMENTATION OF BEST MANAGEMENT PRACTICES

Three Valleys is one of the charter signatories to the 1992 Memorandum of Understanding Regarding Urban Water Conservation Best Management Practices (MOU), a document which established the California Urban Water Conservation Council (CUWCC)—a self-regulating body composed of signatories to the MOU. That process also resulted in the initial list of conservation Best Management Practices (BMPs). Since that time, TVMWD encouraged its retail member agencies to sign the MOU to expedite implementation of reasonable urban conservation

measures. A number of the TVMWD member agencies are signatories to the CUWCC, including; Cities of Covina, Glendora, La Verne, and Pomona, Covina Irrigating Company, Rowland Water District, Golden State Water Company, and Walnut Valley Water District.



In its role as a wholesale water agency, TVMWD does not have the responsibility for direct implementation of some BMPs. Rather, BMP-10 (“Wholesale agency assistance programs”) requires wholesale agencies to provide financial and technical support, and when mutually agreeable and beneficial, direct management of conservation projects on behalf of a retail supplier. Nevertheless, wholesalers like TVMWD have a direct responsibility to help implement all of the BMPs. TVMWD has taken steps to meet the requirements of these BMPs, as described in the following paragraphs.

For the wholesale agency, implementation of BMP-10 consists of the following measures:

- Provide financial incentives (or equivalent resources) to retail water agency customers on all cost-effective BMPs;
- Offer workshops for retail agency personnel on CUWCC procedures and reporting requirements, and the technical, programmatic, strategic or other pertinent issues in water conservation; and
- Have the necessary staff or other resources available to respond to retail agencies' needs for assistance.

Three Valleys meets the first requirement by passing through financial incentives offered by the MWD through its Conservation Credits Program. TVMWD does offer an additional incentives directly to the member agencies by covering program implementation costs and outreach costs for many programs, including: recycling costs for HET distribution events (old toilets MUST be recycled); outreach costs for the targeted outdoor/retrofit/survey program; application costs for the regional rebate provider to run the Turf Removal program; and substitute teacher costs for Project WET workshops.

These costs assist the member agency while preserving the distinction between retail water agency/customer relations. The district provides some in-kind services such as managing contracts for all of its retail member agencies participating in HET distribution events. In this way, a single vendor may be selected for several agencies' projects.

Thus, a better per unit price may be negotiated due to economies of scale. In addition, by managing the contracts centrally it is hoped that the transaction costs to the retail agencies are minimized. It also provides administrative oversight and assistance to the member agencies that have limited staff for conservation activities.

Three Valleys participates by running programs and serving as the financial administrator for the Water Education/Water Awareness Committee (WEWAC). WEWAC is a consortium of water agencies begun back in the early 1980s and today still exists with 14 water agencies covering both Three Valleys' and Inland Empire Utilities Agency's service areas. The mission of WEWAC is to promote the efficient use of water and to increase

public awareness of the importance of water in Southern California.

To take advantage of location, increase efficiency and increase public outreach and awareness, Three Valleys has also partnered with neighboring agencies to benefit a larger population, but also to assist our member agencies in keeping costs down and helping them achieve larger outreach goals. In recent years numerous programs, classes and events have been held in partnership with the Inland Empire Utilities Agency (IEUA) the whole-



sale water agency directly east of our boundaries and the Chino Basin Water Conservation District, a groundwater protection and education agency that serves the area to east of our boundaries. California Friendly Landscape Training classes (CFLT) have been held at and in conjunction with the Rancho Santa Ana Botanic Garden to take advantage of their expertise and reputation for being

the local authorities on California native plants.

Three Valleys also periodically hosts a water conservation meeting with staff from the retail member agencies it serves. These meetings serve as a forum to discuss general developments in the water conservation field, or more specific programs/news from the California Urban Water Conservation Council or MWD.

The following table indicates TVMWD's activities and involvement in all the BMPs. TVMWD believes that it serves an important function assisting its retail member agencies to achieve 100% implementation of the CUWCC's goals. Accordingly, TVMWD assists at all levels where member agencies request such assistance.

Table 6-2: Best Management Practices (BMP) Implementation by TVMWD

CUWCC BMP	Assistance Offered by TVMWD?	Type of Assistance Provided Details/Information	Number Implemented to Date
<p>BMP 1 Water survey programs for single-family residential and multi-family residential customers. [Not required]</p>	<p>YES</p>	<p>TVMWD has encouraged the implementation of Residential Surveys through administrative activities, such as contacting consultants on behalf of member agencies, seeking RFPs and coordinating multiple agencies located in close proximity to one another to create a better value. To date, City of La Verne and City of Pomona are considering implementing Residential Surveys in the upcoming fiscal year.</p>	<p>3,571</p>
<p>BMP 2 Residential Plumbing Retrofits [Not required]</p>	<p>YES</p>	<p>TVMWD has provided low-flow showerheads to its member agencies to distribute at outreach events, and during ULFT distribution events. TVMWD has also distributed these showerheads at events and activities. TVMWD also participated in the Learning to Live Waterwise program for 4th grade students. The program was offered at no cost to its member agencies. The program provided residential retrofit kits (showerheads, faucet aerators, toilet tummies, rain/sprinkler gauges) to students in the 4th grade and required the completion of a pre- and post-survey to be completed by the student for their household. Over 2,400 households throughout the TVMWD service area participated in this program.</p>	<p>60,088 Low-flow showerheads 2,400 kits</p>
<p>BMP 3 System Water Audits, Leak Detection Required</p>	<p>YES</p>	<p>TVMWD does monthly evaluations by examining water sales, water purchased (from MWD) and unaccounted for water losses. TVMWD has averaged less than 1.3% unaccounted for water losses on an annual basis.</p>	<p>Monthly as a regular part of reporting to the Board of Directors</p>
<p>BMP 4 Metering with Commodity Rates for All New Connections and Retrofit of Exiting Connections [Not required]</p>	<p>NO Not applicable</p>	<p>Relevant to retail water suppliers only.</p>	<p>Not applicable</p>

CUWCC BMP	Assistance Offered by TVMWD?	Type of Assistance Provided Details/Information	Number Implemented to Date
BMP 5 Large Landscape Audits [Not required]	YES	TVMWD has encouraged its member agencies to complete and/or offer these types of audits by contacting possible consultants for group pricing and implementation. TVMWD has paid for large landscape audits in cases where the need is extreme and the member agency has proven uninterested. The information is passed directly on to the customer for implementation of the water-saving corrections/activities.	7
BMP 6 High Efficiency Washing Machines [Not required]	YES	TVMWD has administered and run the high efficiency clothes washer rebate program for its member agencies for the last three years. TVMWD passes the BMP credit on to the member agencies for inclusion in their CUWCC reports. However, all rebates, correspondence and the subsequent MWD/DWR credit are done in-house by TVMWD. TVMWD has also helped member agencies inform the public about this program by printing ads for local newspapers, providing billing inserts specific to each member agency and providing the information on its website.	5,620 rebates
BMP 7 Public Information Required	YES	TVMWD does an extensive amount of public information through local advertisements, supplement sections (i.e. "Think Environment", "Living Here"), articles and attending local fairs, to promote water conservation. TVMWD also assists MWD by sending out their "Straight From The Tap" public information series directly to the local cable outlets in the TVMWD service area. TVMWD also hosts a quarterly Leadership Breakfast for all interested parties in the community to provide an opportunity to network and listen to speakers on items of interest on the local and national level. Some of the speakers to date, include: Dr. William Patzert, Research Oceanographer, California Institute of Technology, Jet Propulsion Laboratory; Dr. Timothy Quinn, Exec. Directory Association of California Water Agencies; Sheriff Lee Baca, Los Angeles County; Authors Steven P. Erie and Steve Solomon to name a few. The average attendance at these breakfasts is approximately 75 guests.	Numerous activities/ programs

CUWCC BMP	Assistance Offered by TVMWD?	Type of Assistance Provided Details/Information	Number Implemented to Date
<p>BMP 8 School Education Required</p>	<p>YES</p>	<p>TVMWD staff has visited classrooms and given presentations whenever invited by either the school or the member agency. TVMWD provides school tours for grades kindergarten through college on an annual basis.</p> <p>TVMWD has participated in staffing school tours for middle school (reaching approximately 1,500 students in the TVMWD service area).</p> <p>TVMWD will provide materials to teachers when requested for their school library or for in-classroom use.</p> <p>TVMWD has participated in a number of the Project WET Workshops either as a co-host or as sole host specifically for TVMWD teachers.</p> <p>TVMWD is also a supporter of the MWD Solar Cup program. Hosting numerous teams to participate in this educational program for high school students. TVMWD encourages its member agencies to directly host Solar Cup teams, but in cases where this is not available and a school is interested, TVMWD will provide the sponsorship and guidance for the team(s).</p> <p>TVMWD has also promoted the excellent curricula developed by MWD and provides teachers the ability to receive the materials, but also promotes it by scheduling workshops for teachers interested in learning more about the materials.</p>	<p>Numerous programs</p>
<p>BMP 9 Commercial, Industrial, Institutional [Not required]</p>	<p>YES</p>	<p>TVMWD has promoted the MWD CII program to its member agencies and has participated directly by providing waterbrooms to the member agencies, ULFTs and urinals to CII locations. TVMWD has signed the MWD CII Conservation Agreement to help promote the program further. To date a number of CII devices have been installed in the TVMWD service area during 2004-06, approximately 865 items – primarily pre-rinse spray nozzles and commercial high efficiency clothes washers.</p> <p>TVMWD also co-hosted a CII workshop with the Inland Empire Utilities Agency (IEUA) our neighbor wholesaler to the east.</p>	<p>Approx. 3,600 devices</p>
<p>BMP 10 Whole Sale Agency Assistance Required</p>	<p>YES</p>	<p>TVMWD actively supports the conservation activities of its member agencies through financial, administrative, outreach and staff support. (see above)</p>	<p>Not enumerated</p>

CUWCC BMP	Assistance Offered by TVMWD?	Type of Assistance Provided Details/Information	Number Implemented to Date
BMP 11 Conservation Pricing Required	YES	TVMWD has implemented rates reflecting Tier 1 and Tier 2 pricing. Member agencies are given a water sales allocation based on historical purchases. If they exceed that allocation, they will be charged the Tier 2 rate for water. This method directly reflects the new MWD pricing methodologies.	Not enumerated
BMP 12 Conservation Coordination Required	YES	TVMWD has a position which assists the member agencies with all the BMPs, conservation activities, outreach activities and fund raising. Additional TVMWD staff is provided when necessary to assist with large programs and outreach events.	1.0 FTE
BMP 13 Water Waste Prohibition [Not required]	NO	TVMWD has no provision to enact ordinances for its member agencies. Therefore, enforcement of such an activity would fall solely to the member agencies. TVMWD has emergency drought management resolutions on file for encouragement and support to its member agencies.	Not applicable
BMP 14 Residential ULFT Replacements [Not Required]	YES	TVMWD has supported ULFT replacement programs for numerous years. Through the negotiation of a consultant contract to help the member agencies receive a better per-unit price and standardize reporting and programs. TVMWD has also provided direct ULFT replacements in cases where the need was identified but the member agency was unable to assist. These types of programs have generated large conservation figures by replacing older toilets. TVMWD passes the MWD credit directly through to its member agencies after reviewing reports and coordinating the outreach efforts whenever necessary.	Approx. 30,000

20x2020 WATER REDUCTION TARGET

In November 2009, Governor Arnold Schwarzenegger signed the Water Conservation Act of 2009 (SBx7-7) into law as part of a comprehensive water package designed to address the State's growing water challenges. One of the provisions of the Act seeks to address the concern to reduce the state's per capita water use 20 percent by the year 2020 (referred to as "20x2020").

The 20x2020 legislation requires urban retail water suppliers to develop urban water use targets to help meet the 20 percent reduction by 2020 with interim targets for 2015. The legislation allows various avenues to establish and meet these targets. Such reductions can be achieved through a combination of conservation, improved water use efficiencies, increased recycled water use, or any other quantifiable means that would effectively reduce potable water demand.

On a regional basis, the baseline water demand is estimated to be 193 gallons per capita per day (GPCD). A 20 percent reduction would lessen this to 154 GPCD.

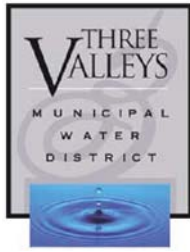
Based on population projections for 2020, this reduction translates to approximately 27,500 AF of projects and programs to lessen local dependence on potable supplies. Achieving this will require additional local and regional investments in both conservation and recycled water. TVMWD will work with its retail member agencies to develop policies and programs to address individual water reduction targets.

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APPENDICES

APPENDIX A

2010 UWMP Data Request to Member Agencies



BOARD OF DIRECTORS

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Luis M. Juarez
Bob Kuhn
John Mendoza
Joseph T. Ruzicka

GENERAL MANAGER/CHIEF ENGINEER
Richard W. Hansen, P.E.

August 6, 2010

To: Three Valleys MWD Member Agencies

From: Mario Garcia

RE: 2010 Urban Water Management Plan (UWMP) Data Request

Three Valleys MWD is in the process of developing its Urban Water Management Plan for 2010. We have met with most of the member agencies earlier this year and realize that since your UWMPs are not due until July 1, 2011, many of you have not begun to generate the water demand and supply projection data for your respective systems. From our standpoint, however, we are still working on a December 31, 2010 deadline to submit the UWMP to the State.

Therefore, we are asking each member agency to submit the following information:

- Water use data over the past five calendar years (2005-2009) as submitted to DWR on Public Water System Statistics Form;
- Projections of water demands for the next 20 years in 5-year increments (i.e. 2015, 2020, 2025, 2030, and 2035). If possible, demands should be categorized as municipal/industrial (M&I), agricultural/landscape/irrigation, or other;
- projections of water supplies and sources for the next 20 years in 5-year increments (same as above);
- contingency, emergency and/or conservation measures/programs planned for short-term and long-term water shortages

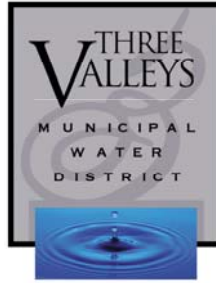
Please direct this request to the appropriate staff member(s) that will be working on your agency's UWMP. We understand that because of the timing difference between Three Valleys' UWMP submittal and that of the submittal for the retail agencies, the data may not yet be generated or refined. We still request that you submit any data that are available to assist in our overall assumptions. If we do not receive information from your agency by September 15, 2010, we will make some basic assumptions regarding demand projections and supply sources for your agency. A draft plan will be subsequently distributed at which time you can review any assumptions made. The most critical concept is that Three Valleys' UWMP should complement and agree with the projections used by the member agencies when developing their UWMP.

If you have questions or thoughts, please contact me at mgarcia@tvmwd.com or 909-621-5568.

1021 E. Miramar Avenue • Claremont, California 91711-2052
Telephone (909) 621-5568 • Fax (909) 625-5470 • <http://www.threevalleys.com>

APPENDIX B

Notice of Public Hearing



NOTICE OF PUBLIC HEARING

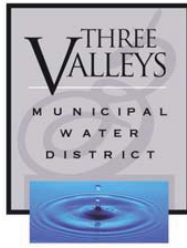
The Board of Directors of the Three Valleys Municipal Water District (“District”) will hold a public hearing on Wednesday, May 18, 2011, at 8:00 a.m., at the District’s Headquarters located at 1021 E. Miramar Avenue in Claremont, California, for the purpose of reviewing and considering possible adoption of the District’s 2010 Urban Water Management Plan.

Prior to said public hearing, all persons are invited to review the District’s proposed 2010 Urban Water Management Plan, which is available for public inspection at the District’s Headquarters at the above location during regular business hours, and to submit written comments thereto to the District. Written and oral comments to the District’s proposed 2010 Urban Water Management Plan may be submitted to the District’s Board of Directors at the time of the public hearing thereon.

For further information, please contact Mario Garcia at (909) 621-5568 during regular business hours.

APPENDIX C

2010 UWMP Request for Review



BOARD OF DIRECTORS

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David D. De Jesus
Carlos Goytia
Dan Horan
Bob Kuhn
John Mendoza
Joseph T. Ruzicka

GENERAL MANAGER/CHIEF ENGINEER
Richard W. Hansen, P.E.

March 15, 2011

To: All Interested Parties

From: Richard W. Hansen, General Manager
Three Valleys Municipal Water District

RE: 2010 Urban Water Management Plan (UWMP)

This letter serves as notification that Three Valleys Municipal Water District (TVMWD) will be holding a public hearing at its Board of Directors meeting to receive input on the draft 2010 Urban Water Management Plan (UWMP). The Urban Water Management Planning Act requires every urban water supplier (that serves more than 3,000 customers or supplies more than 3,000 acre-feet of water annually) to prepare and adopt an UWMP and periodically update that plan at least once every five years. The UWMP is a planning document that assists the urban water suppliers in assessing existing and future water demands and evaluating long-term supply reliability. The plan also evaluates potential future sources and water conservation efforts to improve overall reliability for a water supplier's service area.

As a wholesale urban water supplier, Three Valleys Municipal Water District (TVMWD) is updating its UWMP for 2010, and TVMWD welcomes and appreciates your review of the attached document. The Public Hearing will be held on

Wednesday, May 18, 2011 at 8:00 a.m.

Board Room
Three Valleys Municipal Water District Headquarters
1021 E. Miramar Avenue, Claremont, CA 91711

The draft UWMP will be posted on TVMWD's website at www.threevalleys.com beginning on March 17, 2011. If you have any written comments, please provide them to the District by **May 18, 2011**. Please send comments to:

Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, CA 91711
Attn: Mario Garcia

If, in the interim you have any questions regarding this UWMP, please contact Mario Garcia at 909-621-5568 or via e-mail at mgarcia@tvmwd.com.

APPENDIX D

Chino Basin Judgment

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DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 792-8971

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7 Attorneys for Plaintiff

8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN BERNARDINO

11

12 CHINO BASIN MUNICIPAL WATER)
DISTRICT,)
13)
Plaintiff,) No. 164327
14)
v.) JUDGMENT
15)
CITY OF CHINO, et al.)
16 Defendants.)
17

18

19 I. INTRODUCTION

20 1. Pleadings, Parties and Jurisdiction. The complaint here-
21 in was filed on January 2, 1975, seeking an adjudication of water
22 rights, injunctive relief and the imposition of a physical solu-
23 tion. A first amended complaint was filed on July 16, 1976. The
24 defaults of certain defendants have been entered, and certain
25 other defendants dismissed. Other than defendants who have been
26 dismissed or whose defaults have been entered, all defendants have
27 appeared herein. By answers and order of this Court, the issues
28 have been made those of a full inter se adjudication between the

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1 parties. This Court has jurisdiction of the subject matter of
2 this action and of the parties herein.

3 2. Stipulation For Judgment. Stipulation for entry of
4 judgment has been filed by and on behalf of a majority of the
5 parties, representing a majority of the quantitative rights herein
6 adjudicated.

7 3. Trial; Findings and Conclusions. Trial was commenced on
8 December 16, 1977, as to the non-stipulating parties, and findings
9 of fact and conclusions of law have been entered disposing of the
10 issues in the case.

11 4. Definitions. As used in this Judgment, the following
12 terms shall have the meanings herein set forth:

13 (a) Active Parties. All parties other than those who
14 have filed with Watermaster a written waiver of service of
15 notices, pursuant to Paragraph 58.

16 (b) Annual or Year -- A fiscal year, July 1 through
17 June 30, following, unless the context shall clearly indicate
18 a contrary meaning.

19 (c) Appropriative Right -- The annual production right
20 of a producer from the Chino Basin other than pursuant to an
21 overlying right.

22 (d) Basin Water -- Ground water within Chino Basin which
23 is part of the Safe Yield, Operating Safe Yield, or replen-
24 ishment water in the Basin as a result of operations under the
25 Physical Solution decreed herein. Said term does not include
26 Stored Water.

27 (e) CBMWD -- Plaintiff Chino Basin Municipal Water
28 District.

- 1 (f) Chino Basin or Basin -- The ground water basin
2 underlying the area shown as such on Exhibit "B" and within
3 the boundaries described in Exhibit "K".
- 4 (g) Chino Basin Watershed -- The surface drainage area
5 tributary to and overlying Chino Basin.
- 6 (h) Ground Water -- Water beneath the surface of the
7 ground and within the zone of saturation, i.e., below the
8 existing water table.
- 9 (i) Ground Water Basin -- An area underlain by one or
10 more permeable formations capable of furnishing substantial
11 water storage.
- 12 (j) Minimal Producer -- Any producer whose production
13 does not exceed five acre-feet per year.
- 14 (k) MWD -- The Metropolitan Water District of Southern
15 California.
- 16 (l) Operating Safe Yield -- The annual amount of ground
17 water which Watermaster shall determine, pursuant to criteria
18 specified in Exhibit "I", can be produced from Chino Basin by
19 the Appropriative Pool parties free of replenishment obliga-
20 tion under the Physical Solution herein.
- 21 (m) Overdraft -- A condition wherein the total annual
22 production from the Basin exceeds the Safe Yield thereof.
- 23 (n) Overlying Right -- The appurtenant right of an owner
24 of lands overlying Chino Basin to produce water from the Basin
25 for overlying beneficial use on such lands.
- 26 (o) Person. Any individual, partnership, association,
27 corporation, governmental entity or agency, or other organ-
28 ization.

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- 1 (p) PVMWD -- Defendant Pomona Valley Municipal Water
2 District.
- 3 (q) Produce or Produced -- To pump or extract ground
4 water from Chino Basin.
- 5 (r) Producer -- Any person who produces water from Chino
6 Basin.
- 7 (s) Production -- Annual quantity, stated in acre feet,
8 of water produced.
- 9 (t) Public Hearing -- A hearing after notice to all
10 parties and to any other person legally entitled to notice.
- 11 (u) Reclaimed Water -- Water which, as a result of
12 processing of waste water, is suitable for a controlled use.
- 13 (v) Replenishment Water -- Supplemental water used to
14 recharge the Basin pursuant to the Physical Solution, either
15 directly by percolating the water into the Basin or indirectly
16 by delivering the water for use in lieu of production and use
17 of safe yield or Operating Safe Yield.
- 18 (w) Responsible Party -- The owner, co-owner, lessee or
19 other person designated by multiple parties interested in a
20 well as the person responsible for purposes of filing reports
21 hereunder.
- 22 (x) Safe Yield -- The long-term average annual quantity
23 of ground water (excluding replenishment or stored water but
24 including return flow to the Basin from use of replenishment
25 or stored water) which can be produced from the Basin under
26 cultural conditions of a particular year without causing an
27 undesirable result.
- 28 (y) SBVMWD -- San Bernardino Valley Municipal Water

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1 District.

2 (z) State Water -- Supplemental Water imported through
3 the State Water Resources Development System, pursuant to
4 Chapter 8, Division 6, Part 6 of the Water Code.

5 (aa) Stored Water -- Supplemental water held in storage,
6 as a result of direct spreading, in lieu delivery, or other-
7 wise, for subsequent withdrawal and use pursuant to agreement
8 with Watermaster.

9 (bb) Supplemental Water -- Includes both water imported
10 to Chino Basin from outside Chino Basin Watershed, and re-
11 claimed water.

12 (cc) WMWD -- Defendant Western Municipal Water District
13 of Riverside County.

14 5. List of Exhibits. The following exhibits are attached to
15 this Judgment and made a part hereof:

16 "A" -- "Location Map of Chino Basin" showing boundaries
17 of Chino Basin Municipal Water District, and other geographic
18 and political features.

19 "B" -- "Hydrologic Map of Chino Basin" showing hydrologic
20 features of Chino Basin.

21 "C" -- Table Showing Parties in Overlying (Agricultural)
22 Pool.

23 "D" -- Table Showing Parties in Overlying (Non-
24 agricultural Pool and Their Rights.

25 "E" -- Table Showing Appropriators and Their Rights.

26 "F" -- Overlying (Agricultural) Pool Pooling Plan.

27 "G" -- Overlying (Non-agricultural) Pool Pooling Plan.

28 "H" -- Appropriative Pool Pooling Plan.

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- 1 "I" -- Engineering Appendix.
2 "J" -- Map of In Lieu Area No. 1.
3 "K" -- Legal Description of Chino Basin.
4

5 II. DECLARATION OF RIGHTS

6 A. HYDROLOGY

7 6. Safe Yield. The Safe Yield of Chino Basin is 140,000 acre
8 feet per year.

9 7. Overdraft and Prescriptive Circumstances. In each year
10 for a period in excess of five years prior to filing of the First
11 Amended Complaint herein, the Safe Yield of the Basin has been
12 exceeded by the annual production therefrom, and Chino Basin is and
13 has been for more than five years in a continuous state of over-
14 draft. The production constituting said overdraft has been open,
15 notorious, continuous, adverse, hostile and under claim of right.
16 The circumstances of said overdraft have given notice to all
17 parties of the adverse nature of such aggregate over-production.

18 B. WATER RIGHTS IN SAFE YIELD

19 8. Overlying Rights. The parties listed in Exhibits "C" and
20 "D" are the owners or in possession of lands which overlie Chino
21 Basin. As such, said parties have exercised overlying water
22 rights in Chino Basin. All overlying rights owned or exercised by
23 parties listed in Exhibits "C" and "D" have, in the aggregate, been
24 limited by prescription except to the extent such rights have been
25 preserved by self-help by said parties. Aggregate preserved
26 overlying rights in the Safe Yield for agricultural pool use,
27 including the rights of the State of California, total 82,800 acre
28 feet per year. Overlying rights for non-agricultural pool use

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1 total 7,366 acre feet per year and are individually decreed for
2 each affected party in Exhibit "D". No portion of the Safe Yield
3 of Chino Basin exists to satisfy unexercised overlying rights, and
4 such rights have all been lost by prescription. However, uses may
5 be made of Basin Water on overlying lands which have no preserved
6 overlying rights pursuant to the Physical Solution herein. All
7 overlying rights are appurtenant to the land and cannot be assigned
8 or conveyed separate or apart therefrom.

9 9. Appropriative Rights. The parties listed in Exhibit "E"
10 are the owners of appropriative rights, including rights by pres-
11 cription, in the unadjusted amounts therein set forth, and by
12 reason thereof are entitled under the Physical Solution to share in
13 the remaining Safe Yield, after satisfaction of overlying rights
14 and rights of the State of California, and in the Operating Safe
15 Yield in Chino Basin, in the annual shares set forth in Exhibit
16 "E".

17 (a) Loss of Priorities. By reason of the long continued
18 overdraft in Chino Basin, and in light of the complexity of
19 determining appropriative priorities and the need for con-
20 serving and making maximum beneficial use of the water re-
21 sources of the State, each and all of the parties listed in
22 Exhibit "E" are estopped and barred from asserting special
23 priorities or preferences, inter se. All of said appropri-
24 ative rights are accordingly deemed and considered of equal
25 priority.

26 (b) Nature and Quantity. All rights listed in Exhibit
27 "E" are appropriative and prescriptive in nature. By reason
28 of the status of the parties, and the provisions of Section

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1 1007 of the Civil Code, said rights are immune from reduction
2 or limitation by prescription.

3 10. Rights of the State of California. The State of
4 California, by and through its Department of Corrections, Youth
5 Authority and Department of Fish and Game, is a significant pro-
6 ducer of ground water from and the State is the largest owner of
7 land overlying Chino Basin. The precise nature and scope of the
8 claims and rights of the State need not be, and are not, defined
9 herein. The State, through said departments, has accepted the
10 Physical Solution herein decreed, in the interests of implementing
11 the mandate of Section 2 of Article X of the California Constitu-
12 tion. For all purposes of this Judgment, all future production by
13 the State or its departments or agencies for overlying use on
14 State-owned lands shall be considered as agricultural pool use.

15 C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

16 11. Available Ground Water Storage Capacity. There exists in
17 Chino Basin a substantial amount of available ground water storage
18 capacity which is not utilized for storage or regulation of Basin
19 Waters. Said reservoir capacity can appropriately be utilized for
20 storage and conjunctive use of supplemental water with Basin
21 Waters. It is essential that said reservoir capacity utilization
22 for storage and conjunctive use of supplemental water be undertaken
23 only under Watermaster control and regulation, in order to protect
24 the integrity of both such Stored Water and Basin Water in storage
25 and the Safe Yield of Chino Basin.

26 12. Utilization of Available Ground Water Capacity. Any
27 person or public entity, whether a party to this action or not, may
28 make reasonable beneficial use of the available ground water

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1 storage capacity of Chino Basin for storage of supplemental water;
2 provided that no such use shall be made except pursuant to written
3 agreement with Watermaster, as authorized by Paragraph 28. In the
4 allocation of such storage capacity, the needs and requirements of
5 lands overlying Chino Basin and the owners of rights in the Safe
6 Yield or Operating Safe Yield of the Basin shall have priority and
7 preference over storage for export.

8

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III. INJUNCTION

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13. Injunction Against Unauthorized Production of Basin
Water. Each party in each of the respective pools is enjoined, as
follows:

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(a) Overlying (Agricultural) Pool. Each party in the
Overlying (Agricultural) Pool, its officers, agents, employees,
successors and assigns, is and they each are ENJOINED AND
RESTRAINED from producing ground water from Chino Basin in any
year hereafter in excess of such party's correlative share of
the aggregate of 82,800 acre feet allocated to said Pool,
except pursuant to the Physical Solution or a storage water
agreement.

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(b) Overlying (Non-Agricultural) Pool. Each party in
the Overlying (Non-agricultural) Pool, its officers, agents,
employees, successors and assigns, is and they each are
ENJOINED AND RESTRAINED from producing ground water of Chino
Basin in any year hereafter in excess of such party's decreed
rights in the Safe Yield, except pursuant to the provisions of
the Physical Solution or a storage water agreement.

28

(c) Appropriative Pool. Each party in the

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1 (c) The determination of specific quantitative rights
2 and shares in the declared Safe Yield or Operating Safe Yield
3 herein declared in Exhibits "D" and "E"; and

4 (d) The amendment or modification of Paragraphs 7(a) and
5 (b) of Exhibit "H", during the first ten (10) years of oper-
6 ation of the Physical Solution, and thereafter only upon
7 affirmative recommendation of at least 67% of the voting power
8 (determined pursuant to the formula described in Paragraph 3
9 of Exhibit "H"), but not less than one-third of the members
10 of the Appropriative Pool Committee representatives of parties
11 who produce water within CBMWD or WMWD; after said tenth year
12 the formula set forth in said Paragraph 7(a) and 7(b) of
13 Exhibit "H" for payment of the costs of replenishment water
14 may be changed to 100% gross or net, or any percentage split
15 thereof, but only in response to recommendation to the Court
16 by affirmative vote of at least 67% of said voting power of
17 the Appropriative Pool representatives of parties who produce
18 ground water within CBMWD or WMWD, but not less than one-third
19 of their number. In such event, the Court shall act in con-
20 formance with such recommendation unless there are compelling
21 reasons to the contrary; and provided, further, that the fact
22 that the allocation of Safe Yield or Operating Safe Yield
23 shares may be rendered moot by a recommended change in the
24 formula for replenishment assessments shall not be deemed to
25 be such a "compelling reason."

26 Said continuing jurisdiction is provided for the purpose of en-
27 abling the Court, upon application of any party, the Watermaster,
28 the Advisory Committee or any Pool Committee, by motion and, upon

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1 at least 30 days' notice thereof, and after hearing thereon, to
2 make such further or supplemental orders or directions as may be
3 necessary or appropriate for interpretation, enforcement or carry-
4 ing out of this Judgment, and to modify, amend or amplify any of
5 the provisions of this Judgment.

6
7 V. WATERMASTER

8 A. APPOINTMENT

9 16. Watermaster Appointment. CBMWD, acting by and through a
10 majority of its board of directors, is hereby appointed Water-
11 master, to administer and enforce the provisions of this Judgment
12 and any subsequent instructions or orders of the Court hereunder.
13 The term of appointment of Watermaster shall be for five (5) years.
14 The Court will by subsequent orders provide for successive terms or
15 for a successor Watermaster. Watermaster may be changed at any
16 time by subsequent order of the Court, on its own motion, or on the
17 motion of any party after notice and hearing. Unless there are
18 compelling reasons to the contrary, the Court shall act in con-
19 formance with a motion requesting the Watermaster be changed if
20 such motion is supported by a majority of the voting power of the
21 Advisory Committee.

22 B. POWERS AND DUTIES

23 17. Powers and Duties. Subject to the continuing supervision
24 and control of the Court, Watermaster shall have and may exercise
25 the express powers, and shall perform the duties, as provided in
26 this Judgment or hereafter ordered or authorized by the Court in
27 the exercise of the Court's continuing jurisdiction.

28 18. Rules and Regulations. Upon recommendation by the

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1 Advisory Committee, Watermaster shall make and adopt, after public
2 hearing, appropriate rules and regulations for conduct of Water-
3 master affairs, including meeting schedules and procedures, and
4 compensation of members of Watermaster at not to exceed \$25 per
5 member per meeting, or \$300 per member per year, whichever is less,
6 plus reasonable expenses related to activities within the Basin.
7 Thereafter, Watermaster may amend said rules from time to time upon
8 recommendation, or with approval of the Advisory Committee after
9 hearing noticed to all active parties. A copy of said rules and
10 regulations, and of any amendments thereof, shall be mailed to each
11 active party.

12 19. Acquisition of Facilities. Watermaster may purchase,
13 lease, acquire and hold all necessary facilities and equipment;
14 provided, that it is not the intent of the Court that Watermaster
15 acquire any interest in real property or substantial capital
16 assets.

17 20. Employment of Experts and Agents. Watermaster may
18 employ or retain such administrative, engineering, geologic,
19 accounting, legal or other specialized personnel and consultants as
20 may be deemed appropriate in the carrying out of its powers and
21 shall require appropriate bonds from all officers and employees
22 handling Watermaster funds. Watermaster shall maintain records for
23 purposes of allocation of costs of such services as well as of all
24 other expenses of Watermaster administration as between the several
25 pools established by the Physical Solution.

26 21. Measuring Devices. Watermaster shall cause parties,
27 pursuant to uniform rules, to install and maintain in good opera-
28 ting condition, at the cost of each party, such necessary measuring

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1 devices or meters as Watermaster may deem appropriate. Such
2 measuring devices shall be inspected and tested as deemed necessary
3 by Watermaster, and the cost thereof shall constitute an expense of
4 Watermaster.

5 22. Assessments. Watermaster is empowered to levy and
6 collect all assessments provided for in the pooling plans and
7 Physical Solution.

8 23. Investment of Funds. Watermaster may hold and invest any
9 and all Watermaster funds in investments authorized from time to
10 time for public agencies of the State of California.

11 24. Borrowing. Watermaster may borrow from time to time
12 amounts not exceeding the annual anticipated receipts of Water-
13 master during such year.

14 25. Contracts. Watermaster may enter into contracts for the
15 performance of any powers herein granted; provided, however, that
16 Watermaster may not contract with or purchase materials, supplies
17 or services from CBMWD, except upon the prior recommendation and
18 approval of the Advisory Committee and pursuant to written order of
19 the Court.

20 26. Cooperation With Other Agencies. Subject to prior
21 recommendation or approval of the Advisory Committee, Watermaster
22 may act jointly or cooperate with agencies of the United States and
23 the State of California or any political subdivisions, municipi-
24 palities or districts or any person to the end that the purpose of
25 the Physical Solution may be fully and economically carried out.

26 27. Studies. Watermaster may, with concurrence of the
27 Advisory Committee or affected Pool Committee and in accordance
28 with Paragraph 54(b), undertake relevant studies of hydrologic

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1 conditions, both quantitative and qualitative, and operating
2 aspects of implementation of the management program for Chino
3 Basin.

4 28. Ground Water Storage Agreements. Watermaster shall
5 adopt, with the approval of the Advisory Committee, uniformly
6 applicable rules and a standard form of agreement for storage of
7 supplemental water, pursuant to criteria therefor set forth in
8 Exhibit "I". Upon appropriate application by any person, Water-
9 master shall enter into such a storage agreement; provided that all
10 such storage agreements shall first be approved by written order of
11 the Court, and shall by their terms preclude operations which will
12 have a substantial adverse impact on other producers.

13 29. Accounting for Stored Water. Watermaster shall calculate
14 additions, extractions and losses and maintain an annual account of
15 all Stored Water in Chino Basin, and any losses of water supplies
16 or Safe Yield of Chino Basin resulting from such Stored Water.

17 30. Annual Administrative Budget. Watermaster shall submit
18 to Advisory Committee an administrative budget and recommendation
19 for each fiscal year on or before March 1. The Advisory Committee
20 shall review and submit said budget and their recommendations to
21 Watermaster on or before April 1, following. Watermaster shall
22 hold a public hearing on said budget at its April quarterly meeting
23 and adopt the annual administrative budget which shall include the
24 administrative items for each pool committee. The administrative
25 budget shall set forth budgeted items in sufficient detail as
26 necessary to make a proper allocation of the expense among the
27 several pools, together with Watermaster's proposed allocation.
28 The budget shall contain such additional comparative information

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1 or explanation as the Advisory Committee may recommend from time
2 to time. Expenditures within budgeted items may thereafter be
3 made by Watermaster in the exercise of powers herein granted, as a
4 matter of course. Any budget transfer in excess of 20% of a
5 budget category during any budget year or modification of such
6 administrative budget during any year shall be first submitted to
7 the Advisory Committee for review and recommendation.

8 31. Review Procedures. All actions, decisions or rules of
9 Watermaster shall be subject to review by the Court on its own
10 motion or on timely motion by any party, the Watermaster (in the
11 case of a mandated action), the Advisory Committee, or any Pool
12 Committee, as follows:

13 (a) Effective Date of Watermaster Action. Any action,
14 decision or rule of Watermaster shall be deemed to have
15 occurred or been enacted on the date on which written
16 notice thereof is mailed. Mailing of copies of approved
17 Watermaster minutes to the active parties shall constitute
18 such notice to all parties.

19 (b) Noticed Motion. Any party, the Watermaster (as
20 to any mandated action), the Advisory Committee, or any
21 Pool Committee may, by a regularly noticed motion, apply
22 to the Court for review of any Watermaster's action,
23 decision or rule. Notice of such motion shall be served
24 personally or mailed to Watermaster and to all active
25 parties. Unless otherwise ordered by the Court, such
26 motion shall not operate to stay the effect of such
27 Watermaster action, decision or rule.

28 -----

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1 (c) Time for Motion. Notice of motion to review any
2 Watermaster action, decision or rule shall be served and filed
3 within ninety (90) days after such Watermaster action, de-
4 cision or rule, except for budget actions, in which event said
5 notice period shall be sixty (60) days.

6 (d) De Novo Nature of Proceedings. Upon the filing of
7 any such motion, the Court shall require the moving party to
8 notify the active parties, the Watermaster, the Advisory
9 Committee and each Pool Committee, of a date for taking
10 evidence and argument, and on the date so designated shall
11 review de novo the question at issue. Watermaster's findings
12 or decision, if any, may be received in evidence at said
13 hearing, but shall not constitute presumptive or prima facie
14 proof of any fact in issue.

15 (e) Decision. The decision of the Court in such proceed-
16 ing shall be an appealable supplemental order in this case.
17 When the same is final, it shall be binding upon the Water-
18 master and all parties.

19 C. ADVISORY AND POOL COMMITTEES

20 32. Authorization. Watermaster is authorized and directed to
21 cause committees of producer representatives to be organized to
22 act as Pool Committees for each of the several pools created under
23 the Physical Solution. Said Pool Committees shall, in turn,
24 jointly form an Advisory Committee to assist Watermaster in per-
25 formance of its functions under this judgment. Pool Committees
26 shall be composed as specified in the respective pooling plans, and
27 the Advisory Committee shall be composed of not to exceed ten (10)
28 voting representatives from each pool, as designated by the

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1 respective Pool Committee. WMWD, PVMWD and SBVMWD shall each be
2 entitled to one non-voting representative on said Advisory Com-
3 mittee.

4 33. Term and Vacancies. Members of any Pool Committee, shall
5 serve for the term, and vacancies shall be filled, as specified in
6 the respective pooling plan. Members of the Advisory Committee
7 shall serve at the will of their respective Pool Committee.

8 34. Voting Power. The voting power on each Pool Committee
9 shall be allocated as provided in the respective pooling plan. The
10 voting power on the Advisory Committee shall be one hundred (100)
11 votes allocated among the three pools in proportion to the total
12 assessments paid to Watermaster during the preceding year; pro-
13 vided, that the minimum voting power of each pool shall be

- 14 (a) Overlying (Agricultural) Pool 20,
15 (b) Overlying (Non-agricultural) Pool 5, and
16 (c) Appropriative Pool 20.

17 In the event any pool is reduced to its said minimum vote, the re-
18 maining votes shall be allocated between the remaining pools on
19 said basis of assessments paid to Watermaster by each such remain-
20 ing pool during the preceding year. The method of exercise of
21 each pool's voting power on the Advisory Committee shall be as
22 determined by the respective pool committees.

23 35. Quorum. A majority of the voting power of the Advisory
24 Committee or any Pool Committee shall constitute a quorum for the
25 transaction of affairs of such Advisory or Pool Committee; pro-
26 vided, that at least one representative of each Pool Committee
27 shall be required to constitute a quorum of the Advisory Committee.
28 No Pool Committee representative may purposely absent himself or

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1 herself, without good cause, from an Advisory Committee meeting to
2 deprive it of a quorum. Action by affirmative vote of a majority
3 of the entire voting power of any Pool Committee or the Advisory
4 Committee shall constitute action by such committee. Any action or
5 recommendation of a Pool Committee or the Advisory Committee shall
6 be transmitted to Watermaster in writing, together with a report of
7 any dissenting vote or opinion.

8 36. Compensation. Pool or Advisory Committee members may
9 receive compensation, to be established by the respective pooling
10 plan, but not to exceed twenty-five dollars (\$25.00) for each
11 meeting of such Pool or Advisory Committee attended, and provided
12 that no member of a Pool or Advisory Committee shall receive
13 compensation of more than three hundred (\$300.00) dollars for
14 service on any such committee during any one year. All such com-
15 pensation shall be a part of Watermaster administrative expense.
16 No member of any Pool or Advisory Committee shall be employed by
17 Watermaster or compensated by Watermaster for professional or other
18 services rendered to such Pool or Advisory Committee or to Water-
19 master, other than the fee for attendance at meetings herein
20 provided, plus reimbursement of reasonable expenses related to
21 activities within the Basin.

22 37. Organization.

23 (a) Organizational Meeting. At its first meeting in
24 each year, each Pool Committee and the Advisory Committee
25 shall elect a chairperson and a vice chairperson from its
26 membership. It shall also select a secretary, a treasurer
27 and such assistant secretaries and treasurers as may be
28 appropriate, any of whom may, but need not, be members of

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1 such Pool or Advisory Committee.

2 (b) Regular Meetings. All Pool Committees and the
3 Advisory Committee shall hold regular meetings at a place and
4 time to be specified in the rules to be adopted by each Pool
5 and Advisory Committee. Notice of regular meetings of any
6 Pool or Advisory Committee, and of any change in time or
7 place thereof, shall be mailed to all active parties in said
8 pool or pools.

9 (c) Special Meetings. Special meetings of any Pool or
10 Advisory Committee may be called at any time by the Chair-
11 person or by any three (3) members of such Pool or Advisory
12 Committee by delivering notice personally or by mail to each
13 member of such Pool or Advisory Committee and to each active
14 party at least 24 hours before the time of each such meeting
15 in the case of personal delivery, and 96 hours in the case of
16 mail. The calling notice shall specify the time and place of
17 the special meeting and the business to be transacted. No
18 other business shall be considered at such meeting.

19 (d) Minutes. Minutes of all Pool Committee, Advisory
20 Committee and Watermaster meetings shall be kept at Water-
21 master's offices. Copies thereof shall be mailed or otherwise
22 furnished to all active parties in the pool or pools con-
23 cerned. Said copies of minutes shall constitute notice of any
24 Pool or Advisory Committee action therein reported, and shall
25 be available for inspection by any party.

26 (e) Adjournments. Any meeting of any Pool or Advisory
27 Committee may be adjourned to a time and place specified in
28 the order of adjournment. Less than a quorum may so adjourn

1 from time to time. A copy of the order or notice of adjourn-
2 ment shall be conspicuously posted forthwith on or near the
3 door of the place where the meeting was held.

4 38. Powers and Functions. The powers and functions of the
5 respective Pool Committees and the Advisory Committee shall be as
6 follows:

7 (a) Pool Committees. Each Pool Committee shall have the
8 power and responsibility for developing policy recommendations
9 for administration of its particular pool, as created under
10 the Physical Solution. All actions and recommendations of any
11 Pool Committee which require Watermaster implementation shall
12 first be noticed to the other two pools. If no objection is
13 received in writing within thirty (30) days, such action or
14 recommendation shall be transmitted directly to Watermaster
15 for action. If any such objection is received, such action or
16 recommendation shall be reported to the Advisory Committee
17 before being transmitted to Watermaster.

18 (b) Advisory Committee. The Advisory Committee shall
19 have the duty to study, and the power to recommend, review
20 and act upon all discretionary determinations made or to be
21 made hereunder by Watermaster.

22 [1] Committee Initiative. When any recommendation
23 or advice of the Advisory Committee is received by
24 Watermaster, action consistent therewith may be taken by
25 Watermaster; provided, that any recommendation approved
26 by 80 votes or more in the Advisory Committee shall
27 constitute a mandate for action by Watermaster consistent
28 therewith. If Watermaster is unwilling or unable to act

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pursuant to recommendation or advice from the Advisory Committee (other than such mandatory recommendations), Watermaster shall hold a public hearing, which shall be followed by written findings and decision. Thereafter, Watermaster may act in accordance with said decision, whether consistent with or contrary to said Advisory Committee recommendation. Such action shall be subject to review by the Court, as in the case of all other Watermaster determinations.

[2] Committee Review. In the event Watermaster proposes to take any discretionary action, other than approval or disapproval of a Pool Committee action or recommendation properly transmitted, or execute any agreement not theretofore within the scope of an Advisory Committee recommendation, notice of such intended action shall be served on the Advisory Committee and its members at least thirty (30) days before the Watermaster meeting at which such action is finally authorized.

(c) Review of Watermaster Actions. Watermaster (as to mandated action), the Advisory Committee or any Pool Committee shall be entitled to employ counsel and expert assistance in the event Watermaster or such Pool or Advisory Committee seeks Court review of any Watermaster action or failure to act. The cost of such counsel and expert assistance shall be Watermaster expense to be allocated to the affected pool or pools.

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VI. PHYSICAL SOLUTION

A. GENERAL

39. Purpose and Objective. Pursuant to the mandate of Section 2 of Article X of the California Constitution, the Court hereby adopts and orders the parties to comply with a Physical Solution. The purpose of these provisions is to establish a legal and practical means for making the maximum reasonable beneficial use of the waters of Chino Basin by providing the optimum economic, long-term, conjunctive utilization of surface waters, ground waters and supplemental water, to meet the requirements of water users having rights in or dependent upon Chino Basin.

40. Need for Flexibility. It is essential that this Physical Solution provide maximum flexibility and adaptability in order that Watermaster and the Court may be free to use existing and future technological, social, institutional and economic options, in order to maximize beneficial use of the waters of Chino Basin. To that end, the Court's retained jurisdiction will be utilized, where appropriate, to supplement the discretion herein granted to the Wastermaster.

41. Watermaster Control. Watermaster, with the advice of the Advisory and Pool Committees, is granted discretionary powers in order to develop an optimum basin management program for Chino Basin, including both water quantity and quality considerations. Withdrawals and supplemental water replenishment of Basin Water, and the full utilization of the water resources of Chino Basin, must be subject to procedures established by and administered through Watermaster with the advice and assistance of the Advisory and Pool Committees composed of the affected producers. Both the

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1 quantity and quality of said water resources may thereby be pre-
2 served and the beneficial utilization of the Basin maximized.

3 42. General Pattern of Operations. It is contemplated that
4 the rights herein decreed will be divided into three (3) operating
5 pools for purposes of Watermaster administration. A fundamental
6 premise of the Physical Solution is that all water users dependent
7 upon Chino Basin will be allowed to pump sufficient waters from the
8 Basin to meet their requirements. To the extent that pumping
9 exceeds the share of the Safe Yield assigned to the Overlying
10 Pools, or the Operating Safe Yield in the case of the Appropriative
11 Pool, each pool will provide funds to enable Watermaster to replace
12 such overproduction. The method of assessment in each pool shall
13 be as set forth in the applicable pooling plan.

14 B. POOLING

15 43. Multiple Pools Established. There are hereby established
16 three (3) pools for Watermaster administration of, and for the
17 allocation of responsibility for, and payment of, costs of re-
18 plenishment water and other aspects of this Physical Solution.

19 (a) Overlying (Agricultural) Pool. The first pool shall
20 consist of the State of California and all overlying producers
21 who produce water for other than industrial or commercial
22 purposes. The initial members of the pool are listed in
23 Exhibit "C".

24 (b) Overlying (Non-agricultural) Pool. The second pool
25 shall consist of overlying producers who produce water for
26 industrial or commercial purposes. The initial members of
27 this pool are listed in Exhibit "D".

28 (c) Appropriative Pool. A third and separate pool shall

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1 consist of owners of appropriative rights. The initial
2 members of the pool are listed in Exhibit "E".

3 Any party who changes the character of his use may, by sub-
4 sequent order of the Court, be reassigned to the proper pool; but
5 the allocation of Safe Yield under Paragraph 44 hereof shall not be
6 changed. Any non-party producer or any person who may hereafter
7 commence production of water from Chino Basin, and who may become a
8 party to this physical solution by intervention, shall be assigned
9 to the proper pool by the order of the Court authorizing such
10 intervention.

11 44. Determination and Allocation of Rights to Safe Yield of
12 Chino Basin. The declared Safe Yield of Chino Basin is hereby
13 allocated as follows:

14	<u>Pool</u>	<u>Allocation</u>
15	Overlying (Agricultural) Pool	414,000 acre feet in any five (5) consecutive years.
16	Overlying (Non-agricultural)	7,366 acre feet per year.
17	Pool.	
18	Appropriative Pool	49,834 acre feet per year.

19 The foregoing acre foot allocations to the overlying pools are
20 fixed. Any subsequent change in the Safe Yield shall be debited or
21 credited to the Appropriative Pool. Basin Water available to the
22 Appropriative Pool without replenishment obligation may vary from
23 year to year as the Operating Safe Yield is determined by Water-
24 master pursuant to the criteria set forth in Exhibit "I".

25 45. Annual Replenishment. Watermaster shall levy and collect
26 assessments in each year, pursuant to the respective pooling plans,
27 in amounts sufficient to purchase replenishment water to replace
28 production by any pool during the preceding year which exceeds that

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1 pool's allocated share of Safe Yield in the case of the overlying
2 pools, or Operating Safe Yield in the case of the Appropriative
3 Pool. It is anticipated that supplemental water for replenishment
4 of Chino Basin may be available at different rates to the various
5 pools to meet their replenishment obligations. If such is the
6 case, each pool will be assessed only that amount necessary for the
7 cost of replenishment water to that pool, at the rate available to
8 the pool, to meet its replenishment obligation.

9 46. Initial Pooling Plans. The initial pooling plans, which
10 are hereby adopted, are set forth in Exhibits "F", "G" and "H",
11 respectively. Unless and until modified by amendment of the
12 judgment pursuant to the Court's continuing jurisdiction, each
13 such plan shall control operation of the subject pool.

14 C. REPORTS AND ACCOUNTING

15 47. Production Reports. Each party or responsible party
16 shall file periodically with Watermaster, pursuant to Watermaster
17 rules, a report on a form to be prescribed by Watermaster showing
18 the total production of such party during the preceding reportage
19 period, and such additional information as Watermaster may require,
20 including any information specified by the affected Pool Com-
21 mittee.

22 48. Watermaster Reports and Accounting. Watermaster's
23 annual report, which shall be filed on or before November 15 of
24 each year and shall apply to the preceding year's operation, shall
25 contain details as to operation of each of the pools and a certi-
26 fied audit of all assessments and expenditures pursuant to this
27 Physical Solution and a review of Watermaster activities.

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1 D. REPLENISHMENT

2 49. Sources of Supplemental Water. Supplemental water may be
3 obtained by Watermaster from any available source. Watermaster
4 shall seek to obtain the best available quality of supplemental
5 water at the most reasonable cost for recharge in the Basin. To
6 the extent that costs of replenishment water may vary between
7 pools, each pool shall be liable only for the costs attributable to
8 its required replenishment. Available sources may include, but are
9 not limited to:

10 (a) Reclaimed Water. There exist a series of agreements
11 generally denominated the Regional Waste Water Agreements
12 between CBMWD and owners of the major municipal sewer systems
13 within the basin. Under those agreements, which are recog-
14 nized hereby but shall be unaffected and unimpaired by this
15 judgment, substantial quantities of reclaimed water may be
16 made available for replenishment purposes. There are addi-
17 tional sources of reclaimed water which are, or may become,
18 available to Watermaster for said purposes. Maximum benefi-
19 cial use of reclaimed water shall be given high priority by
20 Watermaster.

21 (b) State Water. State water constitutes a major
22 available supply of supplemental water. In the case of State
23 Water, Watermaster purchases shall comply with the water
24 service provisions of the State's water service contracts.
25 More specifically, Watermaster shall purchase State Water from
26 MWD for replenishment of excess production within CBMWD, WMWD
27 and PVMWD, and from SBVMWD to replenish excess production
28 within SBVMWD's boundaries in Chino Basin, except to the

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1 extent that MWD and SBVMWD give their consent as required by
2 such State water service contracts.

3 (c) Local Import. There exist facilities and methods
4 for importation of surface and ground water supplies from
5 adjacent basins and watersheds.

6 (d) Colorado River Supplies. MWD has water supplies
7 available from its Colorado River Aqueduct.

8 50. Methods of Replenishment. Watermaster may accomplish
9 replenishment of overproduction from the Basin by any reasonable
10 method, including:

11 (a) Spreading and percolation or Injection of water in
12 existing or new facilities, subject to the provisions of
13 Paragraphs 19, 25 and 26 hereof.

14 (b) In Lieu Procedures. Watermaster may make, or cause
15 to be made, deliveries of water for direct surface use, in
16 lieu of ground water production.

17 E. REVENUES

18 51. Production Assessment. Production assessments, on what-
19 ever basis, may be levied by Watermaster pursuant to the pooling
20 plan adopted for the applicable pool.

21 52. Minimal Producers. Minimal Producers shall be exempted
22 from payment of production assessments, upon filing of production
23 reports as provided in Paragraph 47 of this Judgment, and payment
24 of an annual five dollar (\$5.00) administrative fee as specified by
25 Watermaster rules.

26 53. Assessment Proceeds -- Purposes. Watermaster shall have
27 the power to levy assessments against the parties (other than
28 minimal pumpers) based upon production during the preceding period

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1 of assessable production, whether quarterly, semi-annually or
2 annually, as may be determined most practical by Watermaster or the
3 affected Pool Committee.

4 54. Administrative Expenses. The expenses of administration
5 of this Physical Solution shall be categorized as either (a) gen-
6 eral Watermaster administrative expense, or (b) special project
7 expense.

8 (a) General Watermaster Administrative Expense shall
9 include office rental, general personnel expense, supplies and
10 office equipment, and related incidental expense and general
11 overhead.

12 (b) Special Project Expense shall consist of special
13 engineering, economic or other studies, litigation expense,
14 meter testing or other major operating expenses. Each such
15 project shall be assigned a Task Order number and shall be
16 separately budgeted and accounted for.

17 General Watermaster administrative expense shall be allocated
18 and assessed against the respective pools based upon allocations
19 made by the Watermaster, who shall make such allocations based upon
20 generally accepted cost accounting methods. Special Project
21 Expense shall be allocated to a specific pool, or any portion there-
22 of, only upon the basis of prior express assent and finding of
23 benefit by the Pool Committee, or pursuant to written order of the
24 Court.

25 55. Assessments -- Procedure. Assessments herein provided
26 for shall be levied and collected as follows:

27 (a) Notice of Assessment. Watermaster shall give
28 written notice of all applicable assessments to each party on

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1 or before ninety (90) days after the end of the production
2 period to which such assessment is applicable.

3 (b) Payment. Each assessment shall be payable on or
4 before thirty (30) days after notice, and shall be the ob-
5 ligation of the party or successor owning the water production
6 facility at the time written notice of assessment is given,
7 unless prior arrangement for payment by others has been made
8 in writing and filed with Watermaster.

9 (c) Delinquency. Any delinquent assessment shall bear
10 interest at 10% per annum (or such greater rate as shall equal
11 the average current cost of borrowed funds to the Watermaster)
12 from the due date thereof. Such delinquent assessment and
13 interest may be collected in a show-cause proceeding herein
14 instituted by the Watermaster, in which case the Court may
15 allow Watermaster its reasonable costs of collection, includ-
16 ing attorney's fees.

17 56. Accumulation of Replenishment Water Assessment Proceeds.

18 In order to minimize fluctuation in assessment and to give Water-
19 master flexibility in purchase and spreading of replenishment
20 water, Watermaster may make reasonable accumulations of replen-
21 ishment water assessment proceeds. Interest earned on such re-
22 tained funds shall be added to the account of the pool from which
23 the funds were collected and shall be applied only to the purchase
24 of replenishment water.

25 57. Effective Date. The effective date for accounting and
26 operation under this Physical Solution shall be July 1, 1977, and
27 the first production assessments hereunder shall be due after July
28 1, 1978. Watermaster shall, however, require installation of

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1 meters or measuring devices and establish operating procedures
2 immediately, and the costs of such Watermaster activity (not
3 including the cost of such meters and measuring devices) may be
4 recovered in the first administrative assessment in 1978.

5

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VII. MISCELLANEOUS PROVISIONS

7

58. Designation of Address for Notice and Service. Each
8 party shall designate the name and address to be used for purposes
9 of all subsequent notices and service herein, either by its en-
10 dorsement on the Stipulation for Judgment or by a separate desig-
11 nation to be filed within thirty (30) days after Judgment has been
12 served. Said designation may be changed from time to time by
13 filing a written notice of such change with the Watermaster. Any
14 party desiring to be relieved of receiving notices of Watermaster
15 or committee activity may file a waiver of notice on a form to be
16 provided by Watermaster. Thereafter such party shall be removed
17 from the Active Party list. Watermaster shall maintain at all
18 times a current list of active parties and their addresses for
19 purposes of service. Watermaster shall also maintain a full
20 current list of names and addresses of all parties or their suc-
21 cessors, as filed herein. Copies of such lists shall be available,
22 without cost, to any party, the Advisory Committee or any Pool
23 Committee upon written request therefor.

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59. Service of Documents. Delivery to or service upon any
party or active party by the Watermaster, by any other party, or by
the Court, of any item required to be served upon or delivered to
such party or active party under or pursuant to the Judgment shall
be made personally or by deposit in the United States mail, first

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1 class, postage prepaid, addressed to the designee and at the
2 address in the latest designation filed by such party or active
3 party.

4 60. Intervention After Judgment. Any non-party assignee of
5 the adjudicated appropriative rights of any appropriator, or any
6 other person newly proposing to produce water from Chino Basin, may
7 become a party to this judgment upon filing a petition in inter-
8 vention. Said intervention must be confirmed by order of this
9 Court. Such intervenor shall thereafter be a party bound by this
10 judgment and entitled to the rights and privileges accorded under
11 the Physical Solution herein, through the pool to which the Court
12 shall assign such intervenor.

13 61. Loss of Rights. Loss, whether by abandonment, forfeiture
14 or otherwise, of any right herein adjudicated shall be accomplished
15 only (1) by a written election by the owner of the right filed with
16 Watermaster, or (2) by order of the Court upon noticed motion and
17 after hearing.

18 62. Scope of Judgment. Nothing in this Judgment shall be
19 deemed to preclude or limit any party in the assertion against a
20 neighboring party of any cause of action now existing or hereafter
21 arising based upon injury, damage or depletion of water supply
22 available to such party, proximately caused by nearby pumping which
23 constitutes an unreasonable interference with such complaining
24 party's ability to extract ground water.

25 63. Judgment Binding on Successors. This Judgment and all
26 provisions thereof are applicable to and binding upon not only the
27 parties to this action, but also upon their respective heirs,
28 executors, administrators, successors, assigns, lessees and

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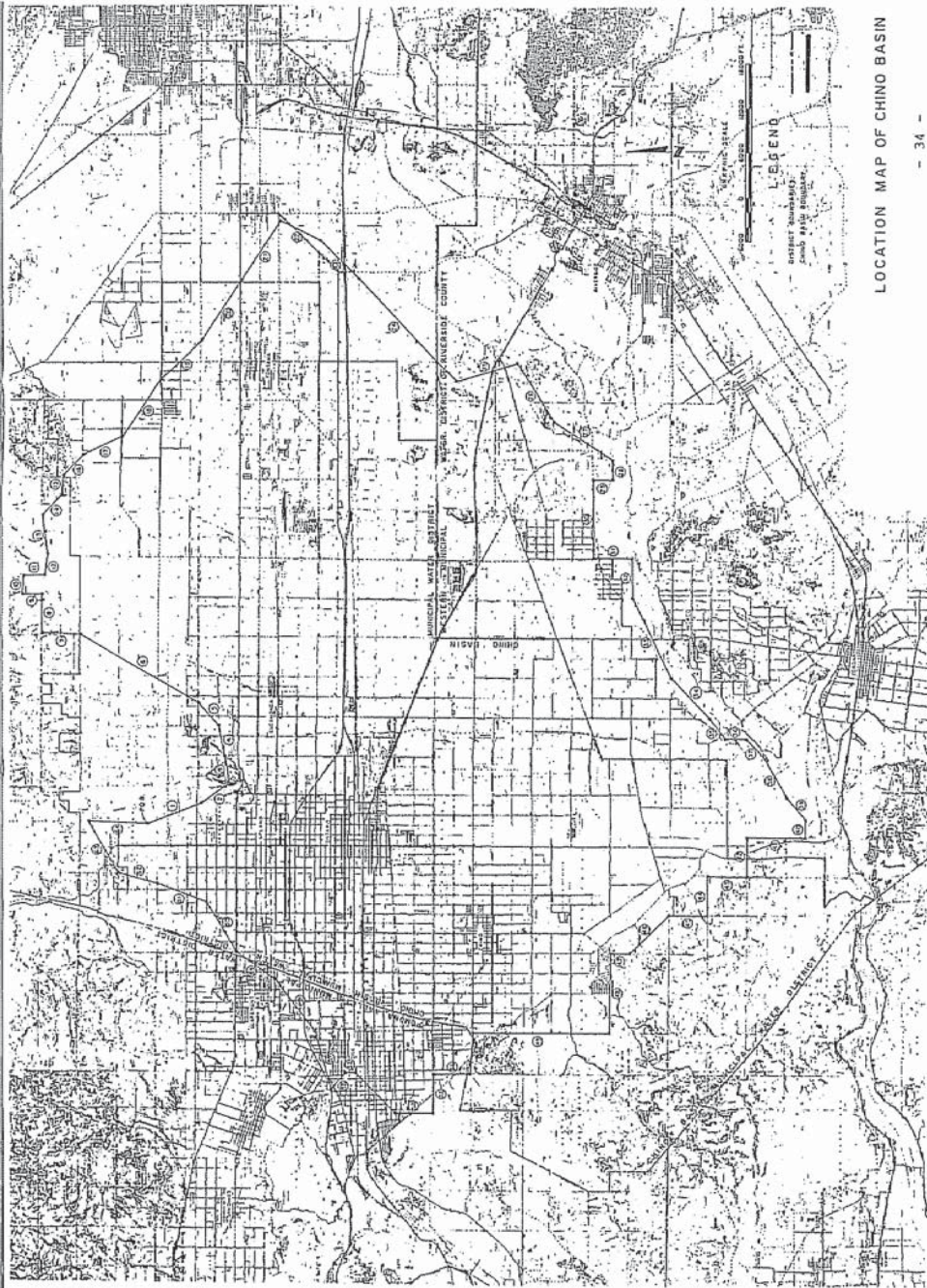
1 licenses and upon the agents, employees and attorneys in fact of
2 all such persons.

3 64. Costs. No party shall recover any costs in this pro-
4 ceeding from any other party.

5 Dated: JAN 27 1978.

6
7 Arnold B. Weiss
8 Judge

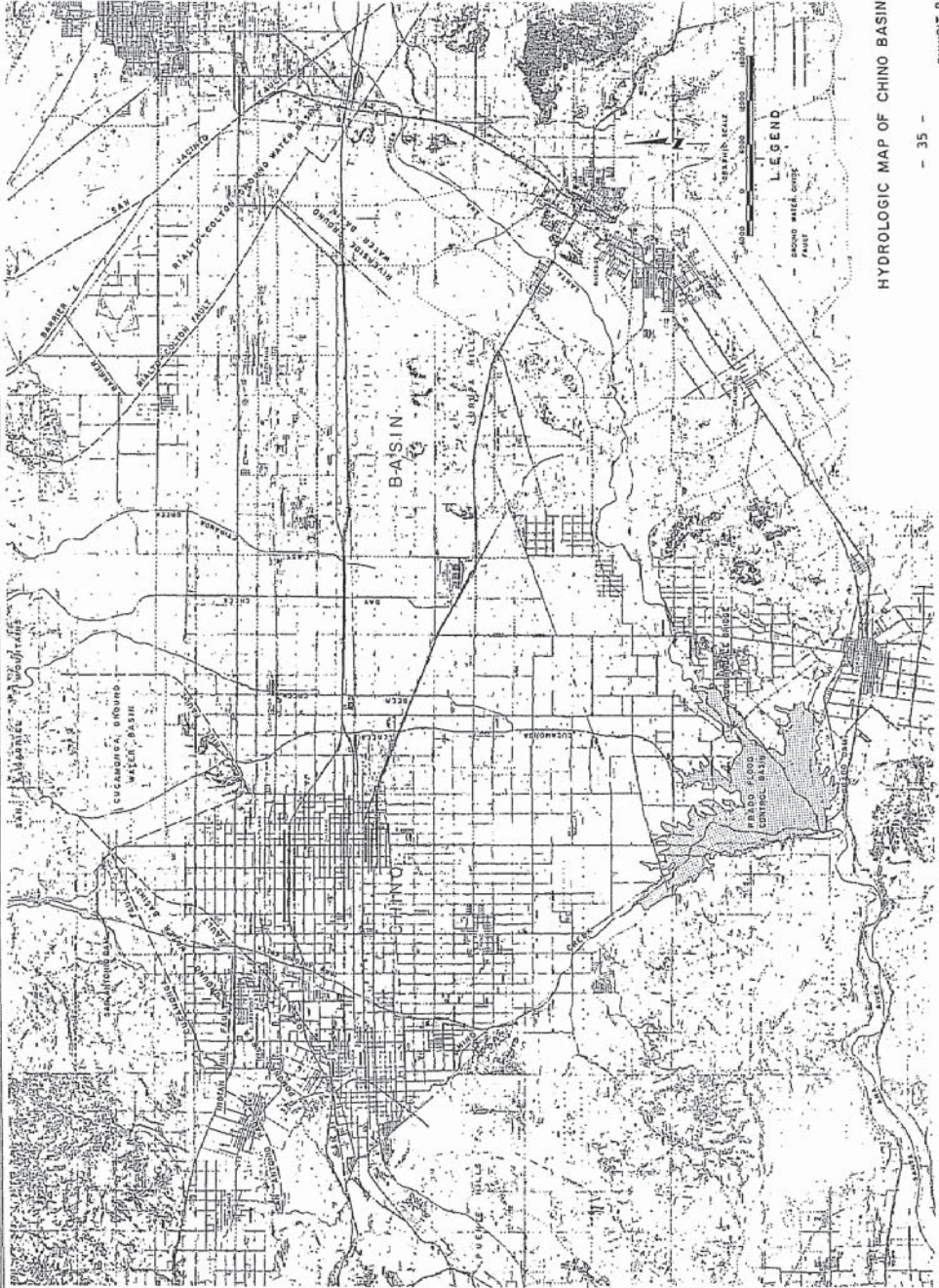
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LOCATION MAP OF CHINO BASIN

- 34 -
EXHIBIT A

AND A WATERWAY CONSULTING ENGINEERS, INC.



HYDROLOGIC MAP OF CHINO BASIN

- 35 -
EXHIBIT B

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	STATE OF CALIFORNIA	Aphessetche, Xavier
2	COUNTY OF SAN BERNARDINO	Arena Mutual Water Assn.
3	Abacherli Dairy, Inc.	Armstrong Nurseries, Inc.
4	Abacherli, Frank	Arretche, Frank
5	Abacherli, Shirley	Arretche, Jean Pierre
6	Abbona, Anna	Arvidson, Clarence F.
7	Abbona, James	Arvidson, Florence
8	Abbona, Jim	Ashley, George W.
9	Abbona, Mary	Ashley, Pearl E.
10	Agliani, Amelia H.	Atlas Farms
11	Agman, Inc.	Atlas Ornamental Iron Works, Inc.
12	Aguerre, Louis B.	Aukeman, Carol
13	Ahmanson Trust Co.	Aukeman, Lewis
14	Akiyama, Shizuye	Ayers, Kenneth C., aka
15	Akiyama, Tomoo	Kelley Ayers
16	Akkerman, Dave	Bachoc, Raymond
17	Albers, J. N.	Baldwin, Edgar A.
18	Albers, Nellie	Baldwin, Lester
19	Alewyn, Jake J.	Banbury, Carolyn
20	Alewyn, Normalee	Bangma Dairy
21	Alger, Mary D.	Bangma, Arthur
22	Alger, Raymond	Bangma, Ida
23	Allen, Ben F.	Bangma, Martin
24	Allen, Jane F.	Bangma, Sam
25	Alta-Dena Dairy	Barba, Anthony B.
26	Anderson Farms	Barba, Frank
27	Anguiano, Sarah L. S.	Barcellos, Joseph
28	Anker, Gus	Barnhill, Maurine W.

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1	Barnhill, Paul	Boersma, Angie
2	Bartel, Dale	Boersma, Berdina
3	Bartel, Ursula	Boersma, Frank
4	Bartel, Willard	Boersma, Harry
5	Barthelemy, Henry	Boersma, Paul
6	Barthelemy, Roland	Boersma, Sam
7	Bassler, Donald V., M.D.	Boersma, William L.
8	Bates, Lowell R.	Bohlander & Holmes, Inc.
9	Bates, Mildred L.	Bokma, Peter
10	Beahm, James W.	Bollema, Jacob
11	Beahm, Joan M.	Boonstoo, Edward
12	Bekendam, Hank	Bootsma, Jim
13	Bekendam, Pete	Borba, Dolene
14	Bello, Eugene	Borba, Dolores
15	Bello, Olga	Borba, Emily
16	Beltman, Evelyn	Borba, George
17	Beltman, Tony	Borba, John
18	Bergquist Properties, Inc.	Borba, John & Sons
19	Bevacqua, Joel A.	Borba, John Jr.
20	Bevacqua, Marie B.	Borba, Joseph A.
21	Bidart, Bernard	Borba, Karen E.
22	Bidart, Michael J.	Borba, Karen M.
23	Binnell, Wesley	Borba, Pete, Estate of
24	Black, Patricia E.	Borba, Ricci
25	Black, Victor	Borba, Steve
26	Bodger, John & Sons Co.	Borba, Tom
27	Boer, Adrian	Bordisso, Alleck
28	Boersma and Wind Dairy	Borges, Angelica M.

EXHIBIT "C"
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1	Borges, Bernadette	Bothof, Roger W.
2	Borges, John O.	Bouma, Cornie
3	Borges, Linda L.	Bouma, Emma
4	Borges, Manual Jr.	Bouma, Henry P.
5	Borges, Tony	Bouma, Martin
6	Bos, Aleid	Bouma, Peter G. & Sons Dairy
7	Bos, Gerrit	Bouma, Ted
8	Bos, John	Bouman, Helen
9	Bos, John	Bouman, Sam
10	Bos, Margaret	Bower, Mabel E.
11	Bos, Mary	Boys Republic
12	Bos, Mary Beth	Breedyk, Arie
13	Bos, Tony	Breedyk, Jessie
14	Bosch, Henrietta	Briano Brothers
15	Bosch, Peter T.	Briano, Albert
16	Boschma, Betty	Briano, Albert Trustee for
17	Boschma, Frank	Briano, Albert Frank
18	Boschma, Greta	Briano, Lena
19	Boschma, Henry	Brink, Russell N.
20	Bosma, Dick	Brinkerhoff, Margaret
21	Bosma, Florence G.	Brinkerhoff, Robert L.
22	Bosma, Gerrit	Britschgi, Florence
23	Bosma, Jacob J.	Britschgi, Magdalena Garetto
24	Bosma, Jeanette Thea	Britschgi, Walter P.
25	Bosman, Frank	Brommer, Marvin
26	Bosman, Nellie	Brookside Enterprizes, dba
27	Bosnyak, Goldie M.	Brookside Vineyard Co.
28	Bosnyak, Martin	Brothers Three Dairy

EXHIBIT "C"

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1	Brown, Eugene	Chino Corona Investment
2	Brun, Martha M.	Chino Water Co.
3	Brun, Peter Robert	Christensen, Leslie
4	Buma, Duke	Christensen, Richard G.
5	Buma, Martha	Christian, Ada R.
6	Bunse, Nancy	Christian, Harold F.
7	Bunse, Ronnie L.	Christy, Ella J.
8	Caballero, Bonnie L.	Christy, Ronald S.
9	Caballero, Richard F.	Cihigoyenette, Jean
10	Cable Airport Inc.	Cihigoyenette, Leona
11	Cadlini, Donald	Cihigoyenette, Martin
12	Cadlini, Jesse R.	Clarke, Arthur B.
13	Cadlini, Marie Edna	Clarke, Nancy L.
14	Cambio, Anna	Clarke, Phyllis J.
15	Cambio, Charles, Estate of	Coelho, Isabel
16	Cambio, William V.	Coelho, Joe A. Jr.
17	Cardoza, Florence	Collins, Howard E.
18	Cardoza, Olivi	Collins, Judith F.
19	Cardoza, Tony	Collinsworth, Ester L.
20	Carnesi, Tom	Collinsworth, John E.
21	Carver, Robt M., Trustee	Collinsworth, Shelby
22	Cauffman, John R.	Cone Estate (05-2-00648/649)
23	Chacon Bros.	Consolidated Freightways Corp.
24	Chacon, Elvera P.	of Delaware
25	Chacon, Joe M.	Corona Farms Co.
26	Chacon, Robert M.	Corra, Rose
27	Chacon, Virginia L.	Costa, Dimas S.
28	Chez, Joseph C.	Costa, Laura

EXHIBIT "C"
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IRVINE, CALIFORNIA 92715
(714) 752-8971

1	Costa, Myrtle	De Boer, L. H.
2	Costamagna, Antonio	De Boer, Sidney
3	Costamagna, Joseph	De Bos, Andrew
4	Cousyn, Claus B.	De Graaf, Anna Mae
5	Cramer, Carole F.	De Graaf, Gerrit
6	Cramer, William R.	De Groot, Dick
7	Crossroads Auto Dismantlers, Inc.	De Groot, Dorothy
8	Crouse, Beatrice I.	De Groot, Ernest
9	Crouse, Roger	De Groot, Henrietta
10	Crowley, Juanita C.	De Groot, Jake
11	Crowley, Ralph	De Groot, Pete Jr.
12	Cucamonga Vintners	De Haan, Bernadena
13	D'Astici, Teresa	De Haan, Henry
14	Da Costa, Cecilia B.	De Hoog, Adriana
15	Da Costa, Joaquim F.	De Hoog, Joe
16	Daloisio, Norman	De Hoog, Martin
17	De Berard Bros.	De Hoog, Martin L.
18	De Berard, Arthur, Trustee	De Hoog, Mitch
19	De Berard, Charles	De Hoog, Tryntje
20	De Berard, Chas., Trustee	De Jager, Cobi
21	De Berard, Helan J.	De Jager, Edward D.
22	De Berard, Robert	De Jong Brothers Dairy
23	De Berard, Robert, Trustee	De Jong, Cornelis
24	De Bie, Adrian	De Jong, Cornelius
25	De Bie, Henry	De Jong, Grace
26	De Bie, Margaret M.	De Jong, Jake
27	De Bie, Marvin	De Jong, Lena
28	De Boer, Fred	De Leeuw, Alice

EXHIBIT "C"

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971

1	De Leeuw, Sam	Dirkse, Catherine
2	De Soete, Agnes	Dirkse, Charles C.
3	De Soete, Andre	Dixon, Charles E.
4	De Vries, Abraham	Dixon, Geraldine A.
5	De Vries, Case	Doesberg, Hendrica
6	De Vries, Dick	Doesburg, Theodorus P.
7	De Vries, Evelyn	Dolan, Marion
8	De Vries, Henry, Estate of	Dolan, Michael H.
9	De Vries, Hermina	Dominguez, Helen
10	De Vries, Jack H.	Dominguez, Manual
11	De Vries, Jane	Donkers, Henry A.
12	De Vries, Janice	Donkers, Nellie G.
13	De Vries, John	Dotta Bros.
14	De Vries, John J.	Douma Brothers Dairy
15	De Vries, Neil	Douma, Betty A.
16	De Vries, Ruth	Douma, Fred A.
17	De Vries, Theresa	Douma, Hendrika
18	De Wit, Gladys	Douma, Herman G.
19	De Wit, Peter S.	Douma, Narleen J.
20	De Wyn, Evert	Douma, Phillip M.
21	De Zoete, Hattie V.	Dow Chemical Co.
22	De Zoete, Leo A.	Dragt, Rheta
23	Decker, Hallie	Dragt, William
24	Decker, Henry A.	Driftwood Dairy Farm
25	Demmer, Ernest	Droogh, Case
26	Di Carlo, Marie	Duhalde, Marian
27	Di Carlo, Victor	Duhalde, Lauren
28	Di Tommaso, Frank	Duits, Henrietta

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-9971

1	Duits, John	Excelsior Farms F.D.I.C.
2	Dunlap, Edna Kraemer,	Fagundes, Frank M.
3	Estate of	Fagundes, Mary
4	Durrington, Glen	Fernandes, Joseph Jr.
5	Durrington, William F.	Fernandes, Velma C.
6	Dusi, John, Sr.	Ferraro, Ann
7	Dykstra, Dick	Ferreira, Frank J.
8	Dykstra, John	Ferreira, Joe C. Jr.
9	Dykstra, John & Sons	Ferreira, Narcie
10	Dykstra, Wilma	Filippi, J. Vintage Co.
11	Dyt, Cor	Filippi, Joseph
12	Dyt, Johanna	Filippi, Joseph A.
13	E and S Grape Growers	Filippi, Mary E.
14	Eaton, Thomas, Estate of	Fitzgerald, John R.
15	Echeverria, Juan	Flameling Dairy Inc.
16	Echeverria, Carlos	Flamingo Dairy
17	Echeverria, Pablo	Foss, Douglas E.
18	Eilers, E. Myrle	Foss, Gerald R.
19	Eilers, Henry W.	Foss, Russel
20	El Prado Golf Course	Fred & John Troost No. 1 Inc.
21	Ellsworth, Rex C.	Fred & Maynard Troost No. 2 Inc.
22	Engelsma, Jake	Freitas, Beatriz
23	Engelsma, Susan	Freitas, Tony T.
24	Escojeda, Henry	Gakle, Louis L.
25	Etiwanda Grape Products Co.	Galleano Winery, Inc.
26	Euclid Ave. Investment One	Galleano, Bernard D.
27	Euclid Ave. Investment Four	Galleano, D.
28	Euclid Ave. Three Investment	Galleano, Mary M.

EXHIBIT "C"

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2081 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8871

1	Garcia, Pete	Hansen, Raymond F.
2	Gardner, Leland V.	Hanson, Ardeth W.
3	Gardner, Lola M.	Harada, James T.
4	Garrett, Leonard E.	Harada, Violet A.
5	Garrett, Patricia T.	Haringa, Earl and Sons
6	Gastelluberry, Catherine	Haringa, Herman
7	Gastelluberry, Jean	Haringa, Rudy
8	Gilstrap, Glen E.	Haringa, William
9	Gilstrap, Marjorie J.	Harper, Cecilia de Mille
10	Godinho, John	Harrington, Winona
11	Godinho, June	Harrison, Jacqueline A.
12	Gonsalves, Evelyn	Hatanaka, Kenichi
13	Gonsalves, John	Heida, Annie
14	Gorzeman, Geraldine	Heida, Don
15	Gorzeman, Henry A.	Heida, Jim
16	Gorzeman, Joe	Heida, Sam
17	Govea, Julia	Helms, Addison D.
18	Goyenette, Albert	Helms, Irma A.
19	Grace, Caroline E.	Hermans, Alma I.
20	Grace, David J.	Hermans, Harry
21	Gravatt, Glenn W.	Hettinga, Arthur
22	Gravatt, Sally Mae	Hettinga, Ida
23	Greydanus Dairy, Inc.	Hettinga, Judy
24	Greydanus, Rena	Hettinga, Mary
25	Griffin Development Co.	Hettinga, Wilbur
26	Haagsma, Dave	Heublein, Inc., Grocery Products Group
27	Haagsma, John	
28	Hansen, Mary D.	Hibma, Catherine M.

EXHIBIT "C"
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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2081 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

1	Hibma, Sidney	Hohberg, Harold C.
2	Hicks, Kenneth I.	Hohberg, Harold W.
3	Hicks, Minnie M.	Holder, Arthur B.
4	Higgins Brick Co.	Holder, Dorothy F.
5	Highstreet, Alfred V.	Holmes, A. Lee
6	Highstreet, Evada V.	Holmes, Frances P.
7	Hilarides, Bertha as Trustee	Hoogeboom, Gertrude
8	Hilarides, Frank	Hoogeboom, Pete
9	Hilarides, John as Trustee	Hoogendam, John
10	Hindelang, Tillie	Hoogendam, Tena
11	Hindelang, William	Houssels, J. K. Thoroughbred Farm
12	Hobbs, Bonnie C.	Hunt Industries
13	Hobbs, Charles W.	Idsinga, Ann
14	Hobbs, Hazel I.	Idsinga, William W.
15	Hobbs, Orlo M.	Imbach Ranch, Inc.
16	Hoekstra, Edward	Imbach, Kenneth E.
17	Hoekstra, George	Imbach, Leonard K.
18	Hoekstra, Grace	Imbach, Oscar K.
19	Hoekstra, Louie	Imbach, Ruth M.
20	Hofer, Paul B.	Indaburu, Jean
21	Hofer, Phillip F.	Indaburu, Marceline
22	Hofstra, Marie	Iseli, Kurt H.
23	Hogeboom, Jo Ann M.	Ito, Kow
24	Hogeboom, Maurice D.	J & B Dairy Inc.
25	Hogg, David V.	Jaques, Johnny C. Jr.
26	Hogg, Gene P.	Jaques, Mary
27	Hogg, Warren G.	Jaques, Mary Lou
28	Hohberg, Edith J.	

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LAW OFFICES
DONALD D. STARK
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SUITE 201
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(714) 752-8971

1	Jay Em Bee Farms	Knevelbaard, John
2	Johnson Bro's Egg Ranches, Inc.	Knudsen, Ejnar
3	Johnston, Ellwood W.	Knudsen, Karen M.
4	Johnston, George F. Co.	Knudsen, Kenneth
5	Johnston, Judith H.	Knudson, Robert
6	Jones, Leonard P.	Knudson, Darlene
7	Jongsma & Sons Dairy	Koel, Helen S.
8	Jongsma, Diana A.	Koetsier, Gerard
9	Jongsma, Dorothy	Koetsier, Gerrit J.
10	Jongsma, George	Koetsier, Jake
11	Jongsma, Harold	Koning, Fred W.
12	Jongsma, Henry	Koning, Gloria
13	Jongsma, John	Koning, J. W. Estate
14	Jongsma, Nadine	Koning, James A.
15	Jongsma, Tillie	Koning, Jane
16	Jordan, Marjorie G.	Koning, Jane C.
17	Jordan, Troy O.	Koning, Jennie
18	Jorritsma, Dorothy	Koning, John
19	Juliano, Albert	Koning, Victor A.
20	Kamper, Cornelis	Kooi Holstein Corporation
21	Kamstra, Wilbert	Koolhaas, Kenneth E.
22	Kaplan, Lawrence J.	Koolhaas, Simon
23	Kasbergen, Martha	Koolhaas, Sophie Grace
24	Kasbergen, Neil	Koopal, Grace
25	Kazian, Angelen Estate of	Koopal, Silas
26	Kingsway Const. Corp.	Koopman, Eka
27	Klapps Market	Koopman, Gene T.
28	Kline, James K.	Koopman, Henry G.

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LAW OFFICES
DONALD D. STARK
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SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8871

1	Koopman, Ted	Leck, Arthur A.
2	Koopman, Tena	Leck, Evelyn M.
3	Koot, Nick	Lee, Harold E.
4	Koster, Aart	Lee, Helen J.
5	Koster, Frances	Lee, Henrietta C.
6	Koster, Henry B.	Lee, R. T. Construction Co.
7	Koster, Nellie	Lekkerkerk, Adriana
8	Kroes, Jake R.	Lekkerkerk, L. M.
9	Kroeze, Bros	Lekkerkerker, Nellie
10	Kroeze, Calvin E.	Lekkerkerker, Walt
11	Kroeze, John	Lewis Homes of California
12	Kroeze, Wesley	Livingston, Dorothy M.
13	Kruckenber, Naomi	Livingston, Rex E.
14	Kruckenber, Perry	Lokey, Rosemary Kraemer
15	L. D. S. Welfare Ranch	Lopes, Candida A.
16	Labrucherie, Mary Jane	Lopes, Antonio S.
17	Labrucherie, Raymond F.	Lopez, Joe D.
18	Lako, Samuel	Lourenco, Carlos, Jr.
19	Landman Corp.	Lourenco, Carmelina P.
20	Lanting, Broer	Lourenco, Jack C.
21	Lanting, Myer	Lourenco, Manual H.
22	Lass, Jack	Lourenco, Mary
23	Lass, Sandra L.	Lourenco, Mary
24	Lawrence, Cecelia, Estate of	Luiten, Jack
25	Lawrence, Joe H., Estate of	Lui, John M.
26	Leal, Bradley W.	Luna, Christine I.
27	Leal, John C.	Luna, Ruben T.
28	Leal, John Craig	Lusk, John D. and Son a California corporation

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2081 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971

1	Lyon, Gregory E.	Mickel, Louise
2	Lyon, Paula E.	Miersma, Dorothy
3	M & W Co. #2	Meirsma, Harry C.
4	Madole, Betty M.	Minaberry, Arnaud
5	Madole, Larry B.	Minaberry, Marie
6	Marquez, Arthur	Mistretta, Frank J.
7	Marquine, Jean	Mocho and Plaa Inc.
8	Martin, Lelon O.	Mocho, Jean
9	Martin, Leon O.	Mocho, Noeline
10	Martin, Maria D.	Modica, Josephine
11	Martin, Tony J.	Montes, Elizabeth
12	Martins, Frank	Montes, Joe
13	Mathias, Antonio	Moons, Beatrice
14	Mc Cune, Robert M.	Moons, Jack
15	Mc Masters, Gertrude	Moramarco, John A. Enterprises
16	Mc Neill, J. A.	Moreno, Louis W.
17	Mc Neill, May F.	Moss, John R.
18	Mees, Leon	Motion Pictures Associates, Inc.
19	Mello and Silva Dairy	Moynier, Joe
20	Mello and Sousa Dairy	Murphy, Frances V.
21	Mello, Emilia	Murphy, Myrl L.
22	Mello, Enos C.	Murphy, Naomi
23	Mello, Mercedes	Nanne, Martin Estate of
24	Mendiondo, Catherine	Nederend, Betty
25	Mendiondo, Dominique	Nederend, Hans
26	Meth. Hosp. - Sacramento	Norfolk, James
27	Metzger, R. S.	Norfolk, Martha
28	Metzger, Winifred	Notrica, Louis

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8871

1	Nyberg, Lillian N.	Ormonde, Viva
2	Nyenhuis, Annie	Ortega, Adeline B.
3	Nyenhuis, Jim	Ortega, Bernard Dino
4	Occidental Land Research	Osterkamp, Joseph S.
5	Okumura, Marion	Osterkamp, Margaret A.
6	Okumura, Yuiche	P I E Water Co.
7	Oldengarm, Effie	Palmer, Eva E.
8	Oldengarm, Egbert	Palmer, Walter E.
9	Oldengarm, Henry	Parente, Luis S.
10	Oliviera, Manuel L.	Parente, Mary Borba .
11	Oliviera, Mary M.	Parks, Jack B.
12	Olson, Albert	Parks, Laura M.
13	Oltmans Construction Co.	Patterson, Lawrence E. Estate of
14	Omlin, Anton	Payne, Clyde H.
15	Omlin, Elsie L.	Payne, Margo
16	Ontario Christian School Assn.	Pearson, Athelia K.
17	Oord, John	Pearson, William C.
18	Oostdam, Jacoba	Pearson, William G.
19	Oostdam, Pete	Pene, Robert
20	Oosten, Agnes	Perian, Miller
21	Oosten, Anthonia	Perian, Ona E.
22	Oosten, Caroline	Petrissans, Deanna
23	Oosten, John	Petrissans, George
24	Oosten, Marinus	Petrissans, Jean P.
25	Oosten, Ralph	Petrissans, Marie T.
26	Orange County Water District	Pickering, Dora M.
27	Ormonde, Manuel	(Mrs. A. L. Pickering)
28	Ormonde, Pete, Jr.	Pierce, John

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

1	Pierce, Sadie	Righetti, A. T.
2	Pietszak, Sally	Riley, George A.
3	Pine, Joe	Riley, Helen C.
4	Pine, Virginia	Robbins, Jack K.
5	Pires, Frank	Rocha, John M.
6	Pires, Marie	Rocha, Jose C.
7	Plaa, Jeanne	Rodrigues, John
8	Plaa, Michel	Rodrigues, Manuel
9	Plantenga, Agnes	Rodrigues, Manuel, Jr.
10	Plantenga, George	Rodrigues, Mary L.
11	Poe, Arlo D.	Rodriquez, Daniel
12	Pomona Cemetery Assn.	Rogers, Jack D.
13	Porte, Cecelia, Estate of	Rohrer, John A.
14	Porte, Garritt, Estate of	Rohrer, Theresa D.
15	Portsmouth, Vera McCarty	Rohrs, Elizabeth H.
16	Ramella, Mary M.	Rossetti, M. S.
17	Ramirez, Concha	Roukema, Angeline
18	Rearick, Hildegard H.	Roukema, Ed.
19	Rearick, Richard R.	Roukema, Nancy
20	Reinalda, Clarence	Roukema, Siebren
21	Reitsma, Greta	Ruderian, Max J.
22	Reitsma, Louis	Russell, Fred J.
23	Rice, Bernice	Rusticus, Ann
24	Rice, Charlie E.	Rusticus, Charles
25	Richards, Karin	Rynsburger, Arie
26	(Mrs. Ronnie Richards)	Rynsburger, Berdena, Trust
27	Richards, Ronald L.	Rynsburger, Joan Adele
28	Ridder, Jennie Wassenaar	Rynsburger, Thomas

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

1	S. P. Annex, Inc.	Scott, Frances M.
2	Salisbury, Elinor J.	Scott, Linda F.
3	Sanchez, Edmundo	Scott, Stanley A.
4	Sanchez, Margarita O.	Scritsmier, Lester J.
5	Santana, Joe Sr.	Serl, Charles A.
6	Santana, Palmira	Serl, Rosalie P.
7	Satragni, John B. Jr.	Shady Grove Dairy, Inc.
8	Scaramella, George P.	Shamel, Burt A.
9	Schaafsma Bros.	Shelby, Harold E.
10	Schaafsma, Jennie	Shelby, John A.
11	Schaafsma, Peter	Shelby, Velma M.
12	Schaafsma, Tom	Shelton, Alice A.
13	Schaap, Andy	Sherwood, Robert W.
14	Schaap, Ids	Sherwood, Sheila J.
15	Schaap, Maria	Shue, Eva
16	Schacht, Sharon C.	Shue, Gilbert
17	Schakel, Audrey	Sieperda, Anne
18	Schakel, Fred	Sieperda, James
19	Schmid, Olga	Sigrist, Hans
20	Schmidt, Madeleine	Sigrist, Rita
21	Schoneveld, Evert	Silveira, Arline L.
22	Schoneveld, Henrietta	Silveira, Frank
23	Schoneveld, John	Silveira, Jack
24	Schoneveld, John Allen	Silveira, Jack P. Jr.
25	Schug, Donald E.	Simas, Dolores
26	Schug, Shirley A.	Simas, Joe
27	Schuh, Bernatta M.	Singleton, Dean
28	Schuh, Harold H.	Singleton, Elsie R.

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8871

1	Sinnott, Jim	Staal, John
2	Sinnott, Mildred B.	Stahl, Zippora P.
3	Slegers, Dorothy	Stampfl, Berta
4	Slegers, Hubert J.	Stampfl, William
5	Slegers, Jake	Stanley, Robert E.
6	Slegers, Jim	Stark, Everett
7	Slegers, Lenwood M.	Stellingwerf, Andrew
8	Slegers, Martha	Stellingwerf, Henry
9	Slegers, Tesse J.	Stellingwerf, Jenette
10	Smith, Edward S.	Stellingwerf, Shana
11	Smith, Helen D.	Stellingwerf, Stan
12	Smith, James E.	Stelzer, Mike C.
13	Smith, Keith J.	Sterk, Henry
14	Smith, Lester W.	Stiefel, Winifred
15	Smith, Lois Maxine	Stiefel, Jack D.
16	Smith, Marjorie W.	Stigall, Richard L.
17	Soares, Eva	Stigall, Vita
18	Sogioka, Mitsuyoshi	Stockman's Inn
19	Sogioka, Yoshimato	Stouder, Charlotte A.
20	Sousa, Sam	Stouder, William C.
21	Southern Pacific Land Co.	Struikmans, Barbara
22	Southfield, Eddie	Struikmans, Gertie
23	Souza, Frank M.	Struikmans, Henry Jr.
24	Souza, Mary T.	Struikmans, Henry Sr.
25	Spickerman, Alberta	Struikmans, Nellie
26	Spickerman, Florence	Swager, Edward
27	Spickerman, Rudolph	Swager, Gerben
28	Spyksma, John	Swager, Johanna

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2081 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92716
(714) 752-8871

1	Swager, Marion	Terpstra, Theodore G.
2	Swierstra, Donald	Teune, Tony
3	Swierstra, Fanny	Teunissen, Bernard
4	Sybrandy, Ida	Teunissen, Jane
5	Sybrandy, Simon	Thomas, Ethel M.
6	Sytsma, Albert	Thommen, Alice
7	Sytsma, Edith	Thommen, Fritz
8	Sytsma, Jennie	Tillema, Allie
9	Sytsma, Louie	Tillema, Harold
10	Te Velde, Agnes	Tillema, Klaas D.
11	Te Velde, Bay	Timmons, William R.
12	Te Velde, Bernard A.	Tollerup, Barbara
13	Te Velde, Bonnie	Tollerup, Harold
14	Te Velde, Bonnie G.	Trapani, Louis A.
15	Te Velde, George	Trimlett, Arlene R.
16	Te Velde, George, Jr.	Trimlett, George E.
17	Te Velde, Harm	Tristant, Pierre
18	Te Velde, Harriet	Tuinhout, Ale
19	Te Velde, Henry J.	Tuinhout, Harry
20	Te Velde, Jay	Tuinhout, Hilda
21	Te Velde, Johanna	Tuls, Elizabeth
22	Te Velde, John H.	Tuls, Jack S.
23	Te Velde, Ralph A.	Tuls, Jake
24	Te Velde, Zwaantina, Trustee	Union Oil Company of California
25	Ter Maaten, Case	United Dairyman's Co-op.
26	Ter Maaten, Cleone	Urquhart, James G.
27	Ter Maaten, Steve	Usle, Cathryn
28	Terpstra, Carol	Usle, Faustino

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

1	V & Y Properties	Van Hofwegen, Clara
2	Vaile, Beryl M.	Van Hofwegen, Jessie
3	Valley Hay Co.	Van Klaveren, A.
4	Van Beek Dairy Inc.	Van Klaveren, Arie
5	Van Canneyt Dairy	Van Klaveren, Wilhelmina
6	Van Canneyt, Maurice	Van Klaveren, William
7	Van Canneyt, Wilmer	Van Leeuwen, Arie C.
8	Van Dam, Bas	Van Leeuwen, Arie C.
9	Van Dam, Isabelle	Van Leeuwen, Arlan
10	Van Dam, Nellie	Van Leeuwen, Clara G.
11	Van Den Berg, Gertrude	Van Leeuwen, Cornelia L.
12	Van Den Berg, Joyce	Van Leeuwen, Harriet
13	Van Den Berg, Marinus	Van Leeuwen, Jack
14	Van Den Berg, Marvin	Van Leeuwen, John
15	Van Der Linden, Ardith	Van Leeuwen, Letie
16	Van Der Linden, John	Van Leeuwen, Margie
17	Van Der Linden, Stanley	Van Leeuwen, Paul
18	Van Der Veen, Kenneth	Van Leeuwen, William A.
19	Van Diest, Anna T.	Van Ravenswaay, Donald
20	Van Diest, Cornelius	Van Ryn Dairy
21	Van Diest, Ernest	Van Ryn, Dick
22	Van Diest, Rena	Van Surksum, Anthonetta
23	Van Dyk, Bart	Van Surksum, John
24	Van Dyk, Jeanette	Van Veen, John
25	Van Foeken, Martha	Van Vliet, Effie
26	Van Foeken, William	Van Vliet, Hendrika
27	Van Hofwegan, Steve	Van Vliet, Hugo
28	Van Hofwegen, Adrian A.	Van Vliet, Klaas

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8871

1	Vande Witte, George	Vander Laan, Katie
2	Vanden Berge, Gertie	Vander Laan, Martin Jr.
3	Vanden Berge, Gertie	Vander Laan, Tillie
4	Vanden Berge, Jack	Vander Leest, Anna
5	Vanden Berge, Jake	Vander Leest, Ann
6	Vanden Brink, Stanley	Vander Meer, Alice
7	Vander Dussen, Agnes	Vander Meer, Dick
8	Vander Dussen, Cor	Vander Poel, Hank
9	Vander Dussen, Cornelius	Vander Poel, Pete
10	Vander Dussen, Edward	Vander Pol, Irene
11	Vander Dussen, Geraldine Marie	Vander Pol, Margie
12	Vander Dussen, James	Vander Pol, Marines
13	Vander Dussen, John	Vander Pol, William P.
14	Vander Dussen, Nelvina	Vander Schaaf, Earl
15	Vander Dussen, Rene	Vander Schaaf, Elizabeth
16	Vander Dussen, Sybrand Jr.	Vander Schaaf, Henrietta
17	Vander Dussen, Sybrand Sr.	Vander Schaaf, John
18	Vander Dussen Trustees	Vander Schaaf, Ted
19	Vander Eyk, Case Jr.	Vander Stelt, Catherine
20	Vander Eyk, Case Sr.	Vander Stelt, Clarence
21	Vander Feer, Peter	Vander Tuig, Arlene
22	Vander Feer, Rieka	Vander Tuig, Sylvester
23	Vander Laan, Ann	Vander Veen, Joe A.
24	Vander Laan, Ben	Vandervlag, Robert
25	Vander Laan, Bill	Vander Zwan, Peter
26	Vander Laan, Corrie	Vanderford, Betty W.
27	Vander Laan, Henry	Vanderford, Claud R.
28	Vander Laan, James	Vanderham, Adrian

EXHIBIT "C"

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LAW OFFICES
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1	Vanderham, Cornelius	Vestal, J. Howard
2	Vanderham, Cornelius P.	Visser, Gerrit
3	Vanderham, Cory	Visser, Grace
4	Vanderham, E. Jane	Visser, Henry
5	Vanderham, Marian	Visser, Jess
6	Vanderham, Martin	Visser, Louie
7	Vanderham, Pete C.	Visser, Neil
8	Vanderham, Wilma	Visser, Sam
9	Vasquez, Eleanor	Visser, Stanley
10	Veenendaal, Evert	Visser, Tony D.
11	Veenendaal, John H.	Visser, Walter G.
12	Veiga, Dominick Sr.	Von Der Ahe, Fredric T.
13	Verbree, Jack	Von Euw, George
14	Verbree, Tillie	Von Euw, Marjorie
15	Verger, Bert	Von Lusk, a limited partnership
16	Verger, Betty	Voortman, Anna Marie
17	Verhoeven, Leona	Voortman, Edward
18	Verhoeven, Martin	Voortman, Edwin J.
19	Verhoeven, Wesley	Voortman, Gertrude Dena
20	Vermeer, Dick	Wagner, Richard H.
21	Vermeer, Jantina	Walker, Carole R.
22	Vernola Ranch	Walker, Donald E.
23	Vernola, Anthonietta	Walker, Wallace W.
24	Vernola, Anthony	Wardle, Donald M.
25	Vernola, Frank	Warner, Dillon B.
26	Vernola, Mary Ann	Warner, Minnie
27	Vernola, Pat F.	Wassenaar, Peter W.
28	Vestal, Frances Lorraine	Waters, Michael

EXHIBIT "C"
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1	Weeda, Adriana	Wiersma, Jake
2	Weeda, Daniel	Wiersma, Otto
3	Weeks, O. L.	Wiersma, Pete
4	Weeks, Verona E.	Winchell, Verne H., Trustee
5	Weidman, Maurice	Wind, Frank
6	Weidman, Virginia	Wind, Fred
7	Weiland, Adaline I.	Wind, Hilda
8	Weiland, Peter J.	Wind, Johanna
9	Wesselink, Jules	Woo, Frank
10	West, Katharine R.	Woo, Sem Gee
11	West, Russel	Wybenga, Clarence
12	West, Sharon Ann	Wybenga, Gus
13	Western Horse Property	Wybenga, Gus K.
14	Westra, Alice	Wybenga, Sylvia
15	Westra, Henry	Wynja, Andy
16	Westra, Hilda	Wynja, Iona F.
17	Westra, Jake J.	Yellis, Mildred
18	Weststeyn, Freida	Yellis, Thomas E.
19	Weststeyn, Pete	Ykema-Harmsen Dairy
20	Whitehurst, Louis G.	Ykema, Floris
21	Whitehurst, Pearl L.	Ykema, Harriet
22	Whitmore, David L.	Yokley, Betty Jo
23	Whitmore, Mary A.	Yokley, Darrell A.
24	Whitney, Adolph M.	Zak, Zan
25	Wiersema, Harm	Zivelonghi, George
26	Wiersema, Harry	Zivelonghi, Margaret
27	Wiersma, Ellen H.	Zwaagstra, Jake
28	Wiersma, Gladys J.	Zwaagstra, Jessie M.
		Zwart, Case

EXHIBIT "C"

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NON-PRODUCER WATER DISTRICTS

- Chino Basin Municipal Water District
- Chino Basin Water Conservation District
- Pomona Valley Municipal Water District
- Western Municipal Water District of Riverside County

EXHIBIT "C"
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DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

1		
2	Cheryl L. Bain	Roy W. Lantis
3	Warren Bain	Sharon I. Lantis
4	John M. Barcelona	Frank Lorenz
5	Letty Bassler	Dagney H. MacDonald
6	John Brazil	Frank E. Martin
7	John S. Briano	Ruth C. Martin
8	Lupe Briano	Connie S. Mello
9	Paul A. Briano	Naldiro J. Mello
10	Tillie Briano	Felice Miller
11	Arnie B. Carlson	Ted Miller
12	John Henry Fikse	Masao Nerio
13	Phyllis S. Fikse	Tom K. Nerio
14	Lewellyn Flory	Toyo Nerio
15	Mary I. Flory	Yuriko Nerio
16	L. H. Glazer	Harold L. Rees
17	Dorothy Goodman	Alden G. Rose
18	Sidney D. Goodman	Claude Rouleau, Jr.
19	Frank Grossi	Patricia M. Rouleau
20	Harada Brothers	Schultz Enterprises
21	Ellen Hettinga	Albert Shaw
22	Hein Hettinga	Lila Shaw
23	Dick Hofstra, Jr.	Cathy M. Stewart
24	Benjamin M. Hughey	Marvin C. Stewart
25	Frieda L. Hughey	Betty Ann Stone
26	Guillaume Indart	John B. Stone
27	Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
28	Perry Kruckenberg, Jr.	Catherine Verburg

EXHIBIT "C"

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- 1 Martin Verburg
- 2 Donna Vincent
- 3 Larry Vincent
- 4 Cliff Wolfe & Associates
- 5 Ada M. Woll
- 6 Zarubica Co.
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EXHIBIT "C"
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EXHIBIT "D"
OVERLYING NON-AGRICULTURAL RIGHTS

<u>Party</u>	<u>Total Overlying Non-Agricultural Rights (Acre Feet)</u>	<u>Share of Safe Yield (Acre Feet)</u>
Ameron Steel Producers, Inc.	125	97.858
County of San Bernardino	171	133.870
Conrock Company	406	317.844
Kaiser Steel Corporation	3,743	2,930.274
Red Star Fertilizer	20	15.657
Southern California Edison Co.	1,255	982.499
Space Center, Mira Loma	133	104.121
Southern Service Co., dba		
Blue Seal Linen	24	18.789
Sunkist, Orange Products Division	2,393	1,873.402
Carlsberg Mobile Home Properties, Ltd. '73	593	464.240
Union Carbide Corporation	546	427.446
Quaker Chemical Co.	<u>0</u>	<u>0</u>
Totals	9,409	7,366.000

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EXHIBIT "E"
APPROPRIATIVE RIGHTS

<u>Party</u>	<u>Appropriative Right (Acre Feet)</u>	<u>Share of Initial Operating Safe Yield (Acre Feet)</u>	<u>Share of Operating Safe Yield (Percent)</u>
City of Chino	5,271.7	3,670.067	6.693
City of Norco	289.5	201.545	0.368
City of Ontario	16,337.4	11,373.816	20.742
City of Pomona	16,110.5	11,215.852	20.454
City of Upland	4,097.2	2,852.401	5.202
Cucamonga County Water District	4,431.0	3,084.786	5.626
Jurupa Community Ser- vices District	1,104.1	768.655	1.402
Monte Vista County Water District	5,958.7	4,140.344	7.565
West San Bernardino County Water District	925.5	644.317	1.175
Etiwanda Water Company	768.0	534.668	0.975
Felspar Gardens Mutual Water Company	68.3	47.549	0.087
Fontana Union Water Co.	9,188.3	6,396.736	11.666
Marygold Mutual Water Co.	941.3	655.317	1.195
Mira Loma Water Co.	1,116.0	776.940	1.417
Monta Vista Irr. Co.	972.1	676.759	1.234
Mutual Water Company of Glen Avon Heights	672.2	467.974	0.853
Park Water Company	236.1	164.369	0.300
Pomona Valley Water Co.	3,106.3	2,162.553	3.944
San Antonio Water Co.	2,164.5	1,506.888	2.748
Santa Ana River Water Company	1,869.3	1,301.374	2.373
Southern California Water Company	1,774.5	1,235.376	2.253
West End Consolidated Water Company	<u>1,361.3</u>	<u>947.714</u>	<u>1.728</u>
TOTAL	78,763.8	54,834.000	100.000

EXHIBIT "F"
OVERLYING (AGRICULTURAL) POOL
POOLING PLAN

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3 1. Membership in Pool. The State of California and all pro-
4 ducers listed in Exhibit "C" shall be the initial members of this
5 pool, which shall include all producers of water for overlying
6 uses other than industrial or commercial purposes.

7 2. Pool Meetings. The members of the pool shall meet
8 annually, in person or by proxy, at a place and time to be desig-
9 nated by Watermaster for purposes of electing members of the Pool
10 Committee and conducting any other business of the pool. Special
11 meetings of the membership of the pool may be called and held as
12 provided in the rules of the pool.

13 3. Voting. All voting at meetings of pool members shall be
14 on the basis of one vote for each 100 acre feet or any portion
15 thereof of production from Chino Basin during the preceding year,
16 as shown by the records of Watermaster.

17 4. Pool Committee. The Pool Committee for this pool shall
18 consist of not less than nine (9) representatives selected at
19 large by members of the pool. The exact number of members of the
20 Pool Committee in any year shall be as determined by majority vote
21 of the voting power of members of the pool in attendance at the
22 annual pool meeting. Each member of the Pool Committee shall have
23 one vote and shall serve for a two-year term. The members first
24 elected shall classify themselves by lot so that approximately
25 one-half serve an initial one-year term. Vacancies during any
26 term shall be filled by a majority of the remaining members of the
27 Pool Committee.

28 5. Advisory Committee Representatives. The number of

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1 representatives of the Pool Committee on the Advisory Committee
2 shall be as provided in the rules of the pool from time to time
3 but not exceeding ten (10). The voting power of the pool on the
4 Advisory Committee shall be apportioned and exercised as deter-
5 mined from time to time by the Pool Committee.

6 6. Replenishment Obligation. The pool shall provide funds
7 for replenishment of any production by persons other than members
8 of the Overlying (Non-agricultural) Pool or Appropriator Pool, in
9 excess of the pool's share of Safe Yield. During the first five
10 (5) years of operations of the Physical Solution, reasonable
11 efforts shall be made by the Pool Committee to equalize annual
12 assessments.

13 7. Assessments. All assessments in this pool (whether for
14 replenishment water cost or for pool administration or the allo-
15 cated share of Watermaster administration) shall be in an amount
16 uniformly applicable to all production in the pool during the
17 preceding year or calendar quarter. Provided, however, that the
18 Agricultural Pool Committee, may recommend to the Court modifica-
19 tion of the method of assessing pool members, inter se, if the
20 same is necessary to attain legitimate basin management objectives,
21 including water conservation and avoidance of undesirable socio-
22 economic consequences. Any such modification shall be initiated
23 and ratified by one of the following methods:

24 (a) Excess Production. In the event total pool
25 production exceeds 100,000 acre feet in any year, the Pool
26 Committee shall call and hold a meeting, after notice to all
27 pool members, to consider remedial modification of the
28 assessment formula.

EXHIBIT "F"

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1 (b) Producer Petition. At any time after the fifth
2 full year of operation under the Physical Solution, a peti-
3 tion by ten percent (10%) of the voting power or membership
4 of the Pool shall compel the holding of a noticed meeting
5 to consider revision of said formula of assessment for re-
6 plenishment water.

7 In either event, a majority action of the voting power in attend-
8 ance at such pool members' meeting shall be binding on the Pool
9 Committee.

10 8. Rules. The Pool Committee shall adopt rules for con-
11 ducting meetings and affairs of the committee and for adminis-
12 tering its program and in amplification of the provisions, but not
13 inconsistent with, this pooling plan.

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1 EXHIBIT "G"
2 OVERLYING (NON-AGRICULTURAL) POOL
3 POOLING PLAN

4 1. Membership in Pool. The initial members of the pool,
5 together with the decreed share of the Safe Yield of each, are
6 listed in Exhibit "D". Said pool includes producers of water for
7 overlying industrial or commercial (non-agricultural) purposes, or
8 such producers within the Pool who may hereafter take water pur-
9 suant to Paragraph 8 hereof.

10 2. Pool Committee. The Pool Committee for this pool shall
11 consist of one representative designated by each member of the
12 pool. Voting on the committee shall be on the basis of one vote
13 for each member, unless a volume vote is demanded, in which case
14 votes shall be allocated as follows:

15 The volume voting power on the Pool Committee shall
16 be 1,484 votes. Of these, 742 votes shall be allocated on
17 the basis of one vote for each ten (10) acre feet or fraction
18 thereof of decreed shares in Safe Yield. (See Exhibit "D".)
19 The remaining 742 votes shall be allocated proportionally
20 on the basis of assessments paid to Watermaster during the
21 preceding year.*

22 3. Advisory Committee Representatives. At least three (3)
23 members of the Pool Committee shall be designated by said committee
24 to serve on the Advisory Committee. The exact number of such
25 representatives at any time shall be as determined by the Pool
26 Committee. The voting power of the pool shall be exercised in the

27 *Or production assessments paid under Water Code Section
28 72140 et seq., as to years prior to the second year of operation
under the Physical Solution hereunder.

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1 Advisory Committee as a unit, based upon the vote of a majority of
2 said representatives.

3 4. Replenishment Obligation. The pool shall provide funds
4 for replenishment of any production in excess of the pool's share
5 of Safe Yield in the preceding year.

6 5. Assessment. Each member of this pool shall pay an assess-
7 ment equal to the cost of replenishment water times the number of
8 acre feet of production by such producer during the preceding year
9 in excess of (a) his decreed share of the Safe Yield, plus (b) any
10 carry-over credit under Paragraph 7 hereof. In addition, the cost
11 of the allocated share of Watermaster administration expense shall
12 be recovered on an equal assessment against each acre foot of
13 production in the pool during such preceding fiscal year or calen-
14 dar quarter; and in the case of Pool members who take substitute
15 ground water as set forth in Paragraph 8 hereof, such producer
16 shall be liable for its share of administration assessment, as if
17 the water so taken were produced, up to the limit of its decreed
18 share of Safe Yield.

19 6. Assignment. Rights herein decreed are appurtenant to the
20 land and are only assignable with the land for overlying use
21 thereon; provided, however, that any appropriator who may, directly
22 or indirectly, undertake to provide water service to such overlying
23 lands may, by an appropriate agency agreement on a form approved by
24 Watermaster, exercise said overlying right to the extent, but only
25 to the extent necessary to provide water service to said overlying
26 lands.

27 7. Carry-over. Any member of the pool who produces less than
28 its assigned water share of Safe Yield may carry such unexercised

EXHIBIT "G"

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1 right forward for exercise in subsequent years. The first water
2 produced during any such subsequent year shall be deemed to be an
3 exercise of such carry-over right. In the event the aggregate
4 carry-over by any pool member exceeds its share of Safe Yield, such
5 member shall, as a condition of preserving such surplus carry-over,
6 execute a storage agreement with Watermaster.

7 8. Substitute Supplies. To the extent that any Pool member,
8 at the request of Watermaster and with the consent of the Advisory
9 Committee, takes substitute surface water in lieu of producing
10 ground water otherwise subject to production as an allocated share
11 of Safe Yield, said party shall nonetheless remain a member of this
12 Pool.

13 9. Rules. The Pool Committee shall adopt rules for adminis-
14 tering its program and in amplification of the provisions, but not
15 inconsistent with, this pooling plan.
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EXHIBIT "H"
APPROPRIATIVE POOL
POOLING PLAN

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3 1. Qualification for Pool. Any city, district or other
4 public entity and public utility -- either regulated under Public
5 Utilities Commission jurisdiction, or exempt therefrom as a non-
6 profit mutual water company (other than those assigned to the
7 Overlying [Agricultural] Pool) -- shall be a member of this pool.
8 All initial members of the pool are listed in Exhibit "E", together
9 with their respective appropriative rights and acre foot allocation
10 and percentage shares of the initial and subsequent Operating Safe
11 Yield.

12 2. Pool Committee. The Pool Committee shall consist of one
13 (1) representative appointed by each member of the Pool.

14 3. Voting. The total voting power on the Pool Committee
15 shall be 1,000 votes. Of these, 500 votes shall be allocated in
16 proportion to decreed percentage shares in Operating Safe Yield.
17 The remaining 500 votes shall be allocated proportionally on the
18 basis of assessments paid to Watermaster during the preceding
19 year.* Routine business of the Pool Committee may be conducted on
20 the basis of one vote per member, but upon demand of any member a
21 weighted vote shall be taken. Affirmative action of the Committee
22 shall require a majority of the voting power of members in attend-
23 ance, provided that it includes concurrence by at least one-third
24 of its total members.

25 4. Advisory Committee Representatives. Ten (10) members of
26

27 *Or production assessments paid under Water Code Section 72140
28 et seq., as to years prior to the second year of operation under
the Physical Solution hereunder.

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1 the Pool Committee shall be designated to represent this pool on
2 the Advisory Committee. Each major appropriator, i.e., the owner
3 of an adjudicated appropriative right in excess of 3,000 acre feet,
4 shall be entitled to one representative. The remaining members
5 representing the Appropriative Pool on the Advisory Committee shall
6 be elected at large by the remaining members of the pool. The
7 voting power of the Appropriative Pool on the Advisory Committee
8 shall be apportioned between the major appropriator representatives
9 in proportion to their respective voting power in the Pool Com-
10 mittee. The remaining two representatives shall exercise equally
11 the voting power proportional to the Pool Committee voting power
12 of all remaining appropriators; provided, however, that if any
13 representative fails to attend an Advisory Committee meeting, the
14 voting power of that representative shall be allocated among the
15 representatives of the Appropriator Pool in attendance in the same
16 proportion as their own respective voting powers.

17 5. Replenishment Obligation. The pool shall provide funds
18 for purchase of replenishment water to replace any production by
19 the pool in excess of Operating Safe Yield during the preceding
20 year.

21 6. Administrative Assessment. Costs of administration of
22 this pool and its share of general Watermaster expense shall be
23 recovered by a uniform assessment applicable to all production
24 during the preceding year.

25 7. Replenishment Assessment. The cost of replenishment water
26 required to replace production from Chino Basin in excess of
27 Operating Safe Yield in the preceding year shall be allocated and
28 recovered as follows:

EXHIBIT "H"
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1 (a) For production, other than for increased export,
2 within CBMWD or WMWD:

3 (1) Gross Assessment. 15% of such replenishment
4 water costs shall be recovered by a uniform assessment
5 against all production of each appropriator producing in
6 said area during the preceding year.

7 (2) Net Assessment. The remaining 85% of said
8 costs shall be recovered by a uniform assessment on each
9 acre foot of production from said area by each such
10 appropriator in excess of his allocated share of Oper-
11 ating Safe Yield during said preceding year.

12 (b) For production which is exported for use outside
13 Chino Basin in excess of maximum export in any year through
14 1976, such increased export production shall be assessed
15 against the exporting appropriator in an amount sufficient to
16 purchase replenishment water from CBMWD or WMWD in the amount
17 of such excess.

18 (c) For production within SBVMWD or PVMWD:

19 By an assessment on all production in excess of
20 an appropriator's share of Operating Safe Yield in an
21 amount sufficient to purchase replenishment water through
22 SBVMWD or MWD in the amount of such excess.

23 8. Socio-Economic Impact Review. The parties have conducted
24 certain preliminary socio-economic impact studies. Further and
25 more detailed socio-economic impact studies of the assessment
26 formula and its possible modification shall be undertaken for the
27 Appropriator Pool by Watermaster no later than ten (10) years from
28 the effective date of this Physical Solution, or whenever total

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1 production by this pool has increased by 30% or more over the
2 decreed appropriative rights, whichever is first.

3 9. Facilities Equity Assessment. Watermaster may, upon
4 recommendation of the Pool Committee, institute proceedings for
5 levy and collection of a Facilities Equity Assessment for the
6 purposes and in accordance with the procedures which follow:

7 (a) Implementing Circumstances. There exist several
8 sources of supplemental water available to Chino Basin, each
9 of which has a differential cost and quantity available. The
10 optimum management of the entire Chino Basin water resource
11 favors the maximum use of the lowest cost supplemental water
12 to balance the supplies of the Basin, in accordance with the
13 Physical Solution. The varying sources of supplemental water
14 include importations from MWD and SBVMWD, importation of
15 surface and ground water supplies from other basins in the
16 immediate vicinity of Chino Basin, and utilization of re-
17 claimed water. In order to fully utilize any of such alter-
18 nate sources of supply, it will be essential for particular
19 appropriators having access to one or more of such supplies to
20 have invested, or in the future to invest, directly or in-
21 directly, substantial funds in facilities to obtain and
22 deliver such water to an appropriate point of use. To the
23 extent that the use of less expensive alternate sources of
24 supplemental water can be maximized by the inducement of a
25 Facilities Equity Assessment, as herein provided, it is to the
26 long-term benefit of the entire basin that such assessment be
27 authorized and levied by Watermaster.

28 (b) Study and Report. At the request of the Pool

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1 Committee, Watermaster shall undertake a survey study of the
2 utilization of alternate supplemental supplies by members of
3 the Appropriative Pool which would not otherwise be utilized
4 and shall prepare a report setting forth the amount of such
5 alternative supplies being currently utilized, the amount of
6 such supplies which could be generated by activity within the
7 pool, and the level of cost required to increase such uses and
8 to optimize the total supplies available to the basin. Said
9 report shall contain an analysis and recommendation for the
10 levy of a necessary Facilities Equity Assessment to accomplish
11 said purpose.

12 (c) Hearing. If the said report by Watermaster contains
13 a recommendation for imposition of a Facilities Equity Assess-
14 ment, and the Pool Committee so requests, Watermaster shall
15 notice and hold a hearing not less than 60 days after dis-
16 tribution of a copy of said report to each member of the pool,
17 together with a notice of the hearing date. At such hearing,
18 evidence shall be taken with regard to the necessity and
19 propriety of the levy of a Facilities Equity Assessment and
20 full findings and decision shall be issued by Watermaster.

21 (d) Operation of Assessment. If Watermaster determines
22 that it is appropriate that a Facilities Equity Assessment be
23 levied in a particular year, the amount of additional supple-
24 mental supplies which should be generated by such assessment
25 shall be estimated. The cost of obtaining such supplies,
26 taking into consideration the investment in necessary
27 facilities shall then be determined and spread equitably among
28 the producers within the pool in a manner so that those

EXHIBIT "H"

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1 producers not providing such additional lower cost supple-
2 mental water, and to whom a financial benefit will result, may
3 bear a proportionate share of said costs, not exceeding said
4 benefit; provided that any producer furnishing such supple-
5 mental water shall not thereby have its average cost of water
6 in such year reduced below such producer's average cost of
7 pumping from the Basin. In so doing, Watermaster shall
8 establish a percentage of the total production by each party
9 which may be produced without imposition of a Facilities
10 Equity Assessment. Any member of the pool producing more
11 water than said percentage shall pay such Facilities Equity
12 Assessment on any such excess production. Watermaster is
13 authorized to transmit and pay the proceeds of such Facilities
14 Equity Assessment to those producers who take less than their
15 share of Basin water by reason of furnishing a higher per-
16 centage of their requirements through use of supplemental
17 water.

18 10. Unallocated Safe Yield Water. To the extent that, in any
19 five years, any portion of the share of Safe Yield allocated to
20 the Overlying (Agricultural) Pool is not produced, such water shall
21 be available for reallocation to members of the Appropriative Pool,
22 as follows:

23 (a) Priorities. Such allocation shall be made in the
24 following sequence:

25 (1) to supplement, in the particular year, water
26 available from Operating Safe Yield to compensate for any
27 reduction in the Safe Yield by reason of recalculation
28 thereof after the tenth year of operation hereunder.

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1 (2) pursuant to conversion claims as defined in
2 Subparagraph (b) hereof.

3 (3) as a supplement to Operating Safe Yield,
4 without regard to reductions in Safe Yield.

5 (b) Conversion Claims. The following procedures may be
6 utilized by any appropriator:

7 (1) Record of Land Use Conversion. Any appro-
8 priator who undertakes, directly or indirectly, dur-
9 ing any year, to permanently provide water service to
10 lands which during the immediate preceding five (5)
11 consecutive years was devoted to irrigated agriculture
12 may report such change in land use or water service to
13 Watermaster. Watermaster shall thereupon verify such
14 change in water service and shall maintain a record and
15 account for each appropriator of the total acreage
16 involved and the average annual water use during said
17 five-year period.

18 (2) Establishment of Allocation Percentage. In
19 any year in which unallocated Safe Yield water from
20 the Overlying (Agricultural) Pool is available for such
21 conversion claims, Watermaster shall establish allocable
22 percentages for each appropriator based upon the total
23 of such converted acreage recorded to each such appro-
24 priator's account.

25 (3) Allocation and Notice. Watermaster shall
26 thereafter apply the allocated percentage to the total
27 unallocated Safe Yield water available for special
28 allocation to derive the amount thereof allocable to

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each appropriator; provided that in no event shall the allocation to any appropriator as a result of such conversion claim exceed 50% of the average annual amount of water actually applied to the areas converted by such appropriator prior to such conversion. Any excess water by reason of such limitation on any appropriator's right shall be added to Operating Safe Yield. Notice of such special allocation shall be given to each appropriator and shall be treated for purposes of this Physical Solution as an addition to such appropriator's share of the Operating Safe Yield for the particular year only.

(4) Administrative Costs. Any costs of Watermaster attributable to administration of such special allocations and conversion claims shall be assessed against appropriators participating in such reporting.

11. In Lieu Procedures. There are, or may develop, certain areas within Chino Basin where good management practices dictate that recharge of the basin be accomplished, to the extent practical, by taking surface supplies of supplemental water in lieu of ground water otherwise subject to production as an allocated share of Operating Safe Yield.

(a) Method of Operation. Any appropriator producing water within such designated in lieu area who is willing to abstain for any reason from producing any portion of such producer's share of Operating Safe Yield in any year may offer such unpumped water to Watermaster. In such event, Watermaster shall purchase said water in place, in lieu of spreading replenishment water, which is otherwise required to

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1 make up for over production. The purchase price for in lieu
2 water shall be the lesser of:

3 (1) Watermaster's current cost of replenishment
4 water, whether or not replenishment water is currently
5 then obtainable, plus the cost of spreading; or

6 (2) The cost of supplemental surface supplies to
7 the appropriator, less

8 a. said appropriator's average cost of
9 ground water production, and

10 b. the applicable production assessment
11 were the water produced.

12 Where supplemental surface supplies consist of MWD or
13 SBVMWD supplies, the cost of treated, filtered State
14 water from such source shall be deemed the cost of
15 supplemental surface supplies to the appropriator for
16 purposes of such calculation.

17 In any given year in which payments may be made pursuant to
18 a Facilities Equity Assessment, as to any given quantity of
19 water the party will be entitled to payment under this
20 section or pursuant to the Facilities Equity Assessment, as
21 the party elects, but not under both.

22 (b) Designation of In Lieu Areas. The first in lieu
23 area is designated as the "In Lieu Area No. 1" and consists
24 of an area wherein nitrate levels in the ground water gen-
25 erally exceed 45 mg/l, and is shown on Exhibit "J" hereto.
26 Other in lieu areas may be designated by subsequent order of
27 Watermaster upon recommendation or approval by Advisory
28 Committee. Said in lieu areas may be enlarged, reduced or

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1 eliminated by subsequent orders; provided, however, that
2 designation of In Lieu Areas shall be for a minimum fixed
3 term sufficient to justify necessary capital investment. In
4 Lieu Area No. 1 may be enlarged, reduced or eliminated in
5 the same manner, except that any reduction of its original
6 size or elimination thereof shall require the prior order of
7 Court.

8 12. Carry-over. Any appropriator who produces less than his
9 assigned share of Operating Safe Yield may carry such unexercised
10 right forward for exercise in subsequent years. The first water
11 produced during any such subsequent year shall be deemed to be an
12 exercise of such carry-over right. In the event the aggregate
13 carry-over by any appropriator exceeds its share of Operating Safe
14 Yield, such appropriator shall, as a condition of preserving such
15 surplus carry-over, execute a storage agreement with Watermaster.
16 Such appropriator shall have the option to pay the gross assess-
17 ment applicable to such carry-over in the year in which it accrued.

18 13. Assignment, Transfer and Lease. Appropriative rights,
19 and corresponding shares of Operating Safe Yield, may be assigned
20 or may be leased or licensed to another appropriator for exercise
21 in a given year. Any transfer, lease or license shall be ineffec-
22 tive until written notice thereof is furnished to and approved as
23 to form by Watermaster, in compliance with applicable Watermaster
24 rules. Watermaster shall not approve transfer, lease or license of
25 a right for exercise in an area or under conditions where such
26 production would be contrary to sound basin management or detri-
27 mental to the rights or operations of other producers.

28 14. Rules. The Pool Committee shall adopt rules for

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1 administering its program and in amplification of the provisions,
2 but not inconsistent with, this pooling plan.

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EXHIBIT "H"
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1 EXHIBIT "I"

2 ENGINEERING APPENDIX

3 1. Basin Management Parameters. In the process of imple-
4 menting the physical solution for Chino Basin, Watermaster shall
5 consider the following parameters:

6 (a) Pumping Patterns. Chino Basin is a common supply
7 for all persons and agencies utilizing its waters. It is an
8 objective in management of the Basin's waters that no pro-
9 ducer be deprived of access to said waters by reason of
10 unreasonable pumping patterns, nor by regional or localized
11 recharge of replenishment water, insofar as such result may
12 be practically avoided.

13 (b) Water Quality. Maintenance and improvement of
14 water quality is a prime consideration and function of
15 management decisions by Watermaster.

16 (c) Economic Considerations. Financial feasibility,
17 economic impact and the cost and optimum utilization of the
18 Basin's resources and the physical facilities of the parties
19 are objectives and concerns equal in importance to water
20 quantity and quality parameters.

21 2. Operating Safe Yield. Operating Safe Yield in any year
22 shall consist of the Appropriative Pool's share of Safe Yield of
23 the Basin, plus any controlled overdraft of the Basin which
24 Watermaster may authorize. In adopting the Operating Safe Yield
25 for any year, Watermaster shall be limited as follows:

26 (a) Accumulated Overdraft. During the operation of
27 this Judgment and Physical Solution, the overdraft accumu-
28 lated from and after the effective date of the Physical

EXHIBIT "I"

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1 Solution and resulting from an excess of Operating Safe Yield
2 over Safe Yield shall not exceed 200,000 acre feet.

3 (b) Quantitative Limits. In no event shall Operating
4 Safe Yield in any year be less than the Appropriative Pool's
5 share of Safe Yield, nor shall it exceed such share of Safe
6 Yield by more than 10,000 acre feet. The initial Operating
7 Safe Yield is hereby set at 54,834 acre feet per year.
8 Operating Safe Yield shall not be changed upon less than five
9 (5) years' notice by Watermaster.

10 Nothing contained in this paragraph shall be deemed to authorize,
11 directly or indirectly, any modification of the allocation of
12 shares in Safe Yield to the overlying pools, as set forth in
13 Paragraph 44 of the Judgment.

14 3. Ground Water Storage Agreements. Any agreements author-
15 ized by Watermaster for storage of supplemental water in the
16 available ground water storage capacity of Chino Basin shall
17 include, but not be limited to:

18 (a) The quantities and term of the storage right.

19 (b) A statement of the priority or relation of said
20 right, as against overlying or Safe Yield uses, and other
21 storage rights.

22 (c) The procedure for establishing delivery rates,
23 schedules and procedures which may include

24 [1] spreading or injection, or

25 [2] in lieu deliveries of supplemental water for
26 direct use.

27 (d) The procedures for calculation of losses and annual
28 accounting for water in storage by Watermaster.

EXHIBIT "I"

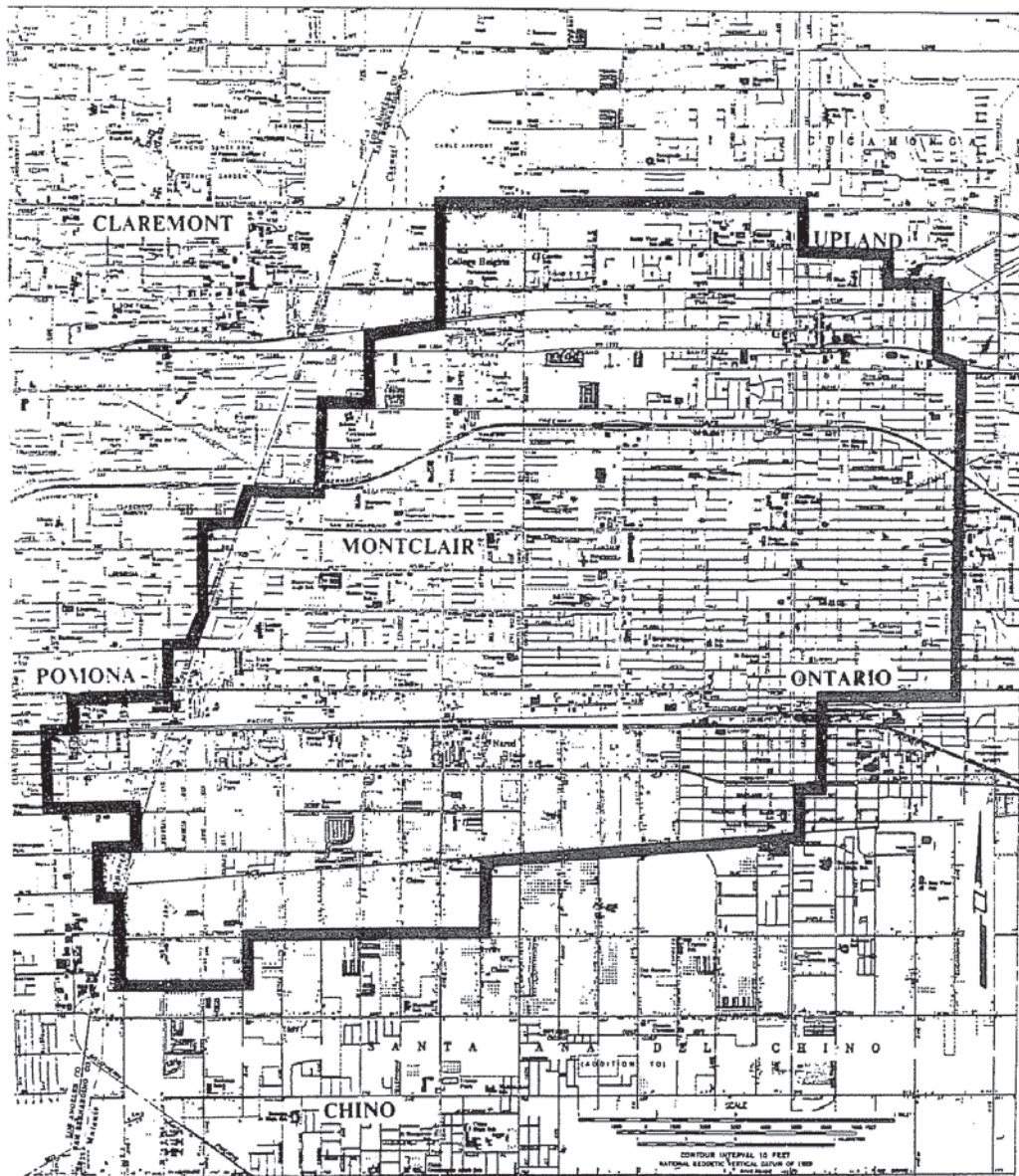
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(e) The procedures for establishment and administration of withdrawal schedules, locations and methods.

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**CHINO BASIN
IN LIEU AREA NO. 1**

EXHIBIT "J"
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LEGAL DESCRIPTION

OF CHINO BASIN

Preamble

All of the townships and ranges referred to in the following legal description are the San Bernardino Base and Meridian. Certain designated sections are implied as the System of Government Surveys may be extended where not established. Said sections are identified as follows:

Section 20, T1N, R8W is extended across Rancho Cucamonga;

Section 36, T1N, R8W is extended across the City of Upland;

Sections 2, 3, and 4, T1S, R7W are extended across Rancho Cucamonga;

Section 10, T1S, R8W is extended across the City of Claremont;

Sections 19, 20, 21, 30, 31 and 32, T1S, R8W are extended across the City of Pomona;

Sections 4, 5, and 28, T2S, R8W are extended across Rancho Santa Ana Del Chino;

Sections 15 and 16, T3S, R7W are extended across Rancho La Sierra; and

Sections 17 and 20, T3S, R7W are extended across Rancho El Rincon.

Description

Chino Basin is included within portions of the Counties of San Bernardino, Riverside and Los Angeles, State of California, bounded by a continuous line described as follows:

BEGINNING at the Southwest corner of Lot 241 as shown on Map of Ontario Colony Lands, recorded in Map Book 11, page 6, Office of the County Recorder of San Bernardino County, said corner being the Point of Beginning;

1. Thence Southeasterly to the Southeast corner

EXHIBIT "K"
-R3-

of Lot 419 of said Ontario Colony Lands;

2. Thence Southeasterly to a point 1300 feet North of the South line and 1300 feet East of the West line of Section 4, T1S, R7W;
3. Thence Easterly to a point on the East line of Section 4, 1800 feet North of the Southeast corner of said Section 4;
4. Thence Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, T1S, R7W;
5. Thence Northeasterly to a point on the North line of Section 2, T1S, R7W, 1400 feet East of the West line of said Section 2;
6. Thence Northeasterly to the Southwest corner of Section 18, T1N, R6W;
7. Thence Northerly to the Northwest corner of said Section 18;
8. Thence Easterly to the Northeast corner of said Section 18;
9. Thence Northerly to the Northwest corner of the Southwest quarter of Section 8, T1N, R6W;
10. Thence Easterly to the Northeast corner of said Southwest quarter of said Section 8;
11. Thence Southerly to the Southeast corner of said Southwest quarter of said Section 8;
12. Thence Easterly to the Northeast corner of Section 17, T1N, R6W;
13. Thence Easterly to the Northeast corner of Section 16, T1N, R6W;
14. Thence Southeasterly to the Northwest corner of the Southeast quarter of Section 15, T1N, R6W;
15. Thence Easterly to the Northeast corner of said Southeast quarter of said Section 15;
16. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 23, T1N, R6W;
17. Thence Southeasterly to the Northwest corner

EXHIBIT "K"

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of Section 25, T1N, R6W;

18. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 31, T1N, R5W;

19. Thence Southeasterly to the Northeast corner of the Northwest quarter of Section 5, T1S, R5W;

20. Thence Southeasterly to the Southeast corner of Section 4, T1S, R5W;

21. Thence Southeasterly to the Southeast corner of the Southwest quarter of Section 11, T1S, R5W;

22. Thence Southwesterly to the Southwest corner of Section 14, T1S, R5W;

23. Thence Southwest to the Southwest corner of Section 22, T1S, R5W;

24. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 6, T2S, R5W;

25. Thence Southeasterly to the Northeast corner of Section 18 T2S, R5W;

26. Thence Southwesterly to the Southwest corner of the Southeast quarter of Section 13, T2S, R6W;

27. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 26, T2S, R6W;

28. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 26;

29. Thence Northerly to the Northwest corner of said Section 26;

30. Thence Westerly to the Southwest corner of Section 21, T2S, R6W;

31. Thence Southerly to the Southeast corner of Section 29, T2S, R6W;

32. Thence Westerly to the Southeast corner of Section 30, T2S, R6W;

33. Thence Southwesterly to the Southwest corner of Section 36, T 2 S, R 7 W;

34. Thence Southwesterly to the Southeast corner

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of Section 3, T3S, R7W;

35. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 10, T3S, R7W;

36. Thence Southerly to the Northeast corner of the Northwest quarter of Section 15, T3S, R7W;

37. Thence Southwesterly to the Southeast corner of the Northeast quarter of Section 16, T3S, R7W;

38. Thence Southwesterly to the Southwest corner of said Section 16;

39. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 20, T3S, R7W;

40. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 20;

41. Thence Northerly to the Northwest corner of Section 17, T3S, R7W;

42. Thence Westerly to the Southwest corner of Section 7, T3S, R7W;

43. Thence Northerly to the Southwest corner of Section 6, T3S, R7W;

44. Thence Westerly to the Southwest corner of Section 1, T3S, R8W;

45. Thence Northerly to the Southeast corner of Section 35, T2S, R8W;

46. Thence Northwesterly to the Northwest corner of said Section 35;

47. Thence Northerly to the Southeast corner of Lot 33, as shown on Map of Tract 3193, recorded in Map Book 43, pages 46 and 47, Office of the County Recorder of San Bernardino County;

48. Thence Westerly to the Northwest corner of the Southwest quarter of Section 28, T2S, R8W;

49. Thence Northerly to the Southwest corner of Section 4, T2S, R8W;

50. Thence Westerly to the Southwest corner of Section 5, T2S, R8W;

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51. Thence Northerly to the Southwest corner of Section 32, T1S, R8W;

52. Thence Westerly to the Southwest corner of Section 31, T1S, R8W;

53. Thence Northerly to the Southwest corner of Section 30, T1S, R8W;

54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;

55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;

56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;

57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;

58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;

59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;

60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;

61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;

62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;

63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and

64. Thence Southerly to the Point of Beginning.

EXHIBIT "K"

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Sections Included

Said perimeter description includes all or portions of the following Townships, Ranges and Sections of San Bernardino Base and Meridian:

- T1N, R5W - Sections: 30, 31 and 32
- T1N, R6W - Sections: 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
- T1N, R7W - Sections: 19, 20, 24, 25, 26, 29, 30, 31, 32, 35 and 36
- T1N, R8W - Sections: 25 and 36
- T1S, R5W - Sections: 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, 30, 31 and 32.
- T1S, R6W - Sections: 1 through 36, inclusive
- T1S, R7W - Sections: 1 through 36, inclusive
- T1S, R8W - Sections: 1, 2, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
- T2S, R5W - Sections: 6, 7 and 18
- T2S, R6W - Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 29, 30 and 31
- T2S, R7W - Sections: 1 through 36, inclusive
- T2S, R8W - Sections: 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 35 and 36
- T3S, R7W - Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 20
- T3S, R8W - Section: 1.

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THE DOCUMENT TO WHICH THIS CERTIFICATION IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST OCT 29 2002
Clerk of the Superior Court of the State of California, in and for the County of San Bernardino

By Terry Wittenborn Deputy

Terry Wittenborn

92 pages

APPENDIX E

Main San Gabriel Basin Judgment

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

**Upper San Gabriel Valley
Municipal Water District,
Plaintiff,
vs.
City of Alhambra, et al,
Defendants**

Case No.: 924128

AMENDED JUDGMENT

(And Exhibits Thereto)

Honorable Florence T. Pickard
Assigned Judge Presiding

Original Judgment
Signed and Filed: December 29, 1972
Entered: January 4, 1973
Book 6791, Page 197

**JUDGMENT AS AMENDED AUGUST 24, 1989
(Including Amendments through February 24, 1992)**

1 Ralph B. Helm Bar No. 022004
2 4605 Lankershim Boulevard #214
3 North Hollywood, CA 91602
4 Telephone (818) 769-2002
5 Attorney for Watermaster

6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 Upper San Gabriel Valley)
12 Municipal Water District,)
13 Plaintiff,)
14 vs.)
15 City of Alhambra, et al,)
16 Defendants)
17

Case No.: 924128

AMENDED JUDGMENT
(And Exhibits Thereto)

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23 HONORABLE FLORENCE T. PICKARD

24 Assigned Judge Presiding

25 DEPARTMENT 38

26 August 24, 1989

27 (This version includes subsequent Amendments through February 24, 1992
28 and updated Appendices through November 2000.)

**AMENDED JUDGMENT
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- "A" – Map entitled, "San Gabriel River Watershed Tributary to Whittier Narrows"
- "B" – Boundaries of Relevant Watershed
- "C" – Table Showing Base Annual Diversion Rights of Certain Diverters
- "D" – Table Showing Prescriptive Pumping Rights and Pumper's Share of Each Pumper
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- "H" – Watermaster Operating Criteria
- "J" – Puente Narrows Agreement
- "K" – Overlying Rights
(Exhibit "K" Includes - Nature of Overlying Right, Description of Overlying Lands To Which Overlying Rights Are Appurtenant, Producers Entitled To Exercise Overlying Rights and Their Respective Consumptive Use Portions, and Map of Overlying Lands.)
- "L" – List of Producers and Other Parties and Their Designees (November 2000) (New)
- "M" – Watermaster Members, Officers, and Staff, Including Calendar Year 2000 (New)

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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
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10 Upper San Gabriel Valley
Municipal Water District,
11 Plaintiff,
12 vs.
13 City of Alhambra, et al,
14 Defendant
15

Case No.: 924128

AMENDED JUDGMENT

Hearing: August 24, 1989
Department 38, 9:00 A.M.

16
17 The Petition of the MAIN SAN GABRIEL BASIN WATERMASTER for this
18 AMENDED JUDGMENT herein, came on regularly for hearing in this Court before the
19 HONORABLE FLORENCE T. PICKARD, ASSIGNED JUDGE PRESIDING, on August
20 24, 1989; Ralph B. Helm appeared as attorney for Watermaster - Petitioner; and good cause
21 appearing, the following ORDER and AMENDED JUDGMENT are, hereby, made:

22 **I. INTRODUCTION**

23 1. Pleadings, Parties, and Jurisdiction. The complaint herein was filed on January 2,
24 1968, seeking an adjudication of water rights. By amendment of said complaint and dismissals
25 of certain parties, said adjudication was limited to the Main San Gabriel Basin and its Relevant
26 Watershed. Substantially all defendants and the cross-defendant have appeared herein, certain
27 defaults have been entered, and other defendants dismissed. By the pleadings herein and by
28 Order of this Court, the issues have been made those of a full inter se adjudication of water

1 rights as between each and all of the parties. This Court has jurisdiction of the subject matter of
2 this action and of the parties herein.

3 2. Stipulation for Entry of Judgment. A substantial majority of the parties, by
4 number and by quantity of rights herein Adjudicated, Stipulated for entry of a Judgment in
5 substantially the form of the original Judgment herein.

6 3. Lis Pendens. (New) A Lis Pendens was recorded August 20, 1970, as Document
7 2650, in Official Records of Los Angeles County, California, in Book M 3554, Page 866.

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

11 5. Judgment. (New) Judgment (and Exhibits Thereto), Findings of Fact and
12 Conclusions of Law (and Exhibits Thereto), Order Appointing Watermaster, and Initial
13 Watermaster Order were signed and filed December 29, 1972, and Judgment was entered
14 January 4, 1973, in Book 6791, Page 197.

15 6. Intervention After Judgment. (New) Certain defendants have, pursuant to the
16 Judgment herein and the Court's continuing jurisdiction, intervened and appeared herein after
17 entry of Judgment.

18 7. Amendments of Judgment. (New) The original Judgment herein was previously
19 amended on March 29 1979, by: (1) adding definition (r [1]) thereto, (2) amending definition
20 (bb) therein, (3) adding Exhibit "K" thereto, (4) adding Sections 14.5 and 16.5 thereto, and (5)
21 amending Sections 37(b), 37(c), 37(d), and Section 47 therein; it was again amended on
22 December 21, 1979, by amending Section 38(c) thereof; again amended on February 21, 1980,
23 by amending Section 24 thereof; again amended on September 12, 1980, by amending Sections
24 35(a), 37(a), and 38(a); again amended on December 22, 1987, by adding Section 37(e) thereto;
25 amended again on July 22, 1988 by amending Section 37(e) thereof and Ordering an Amended
26 Judgment herein; again amended on January 29, 1991, by amending Sections 10(j), 40, and by
27 adding Sections 40(a), 40(b), 40(c), 40(d), 40(e) and 40(f); again amended on April 2, 1991, by
28 amending Sections 10(ff), 10(jj), and 34(h); and last amended on February 24, 1992, by

1 amending Section 40(b).

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

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

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

9 (a) Base Annual Diversion Right – The average annual quantity of water which
10 a Diverter is herein found to have the right to Divert for Direct Use.

11 (b) Direct Use – Beneficial use of water other than for spreading or Ground
12 Water recharge.

13 (c) Divert or Diverting – To take waters of any surface stream within the
14 Relevant Watershed.

15 (d) Diverter – Any party who Diverts.

16 (e) Elevation – Feet above mean sea level.

17 (f) Fiscal Year – A period July 1 through June 30, following.

18 (g) Ground Water – Water beneath the surface of the ground and within the zone
19 of saturation.

20 (h) Ground Water Basin – An interconnected permeable geologic formation
21 capable of storing a substantial Ground Water supply.

22 (i) Integrated Producer – Any party that is both a Pumper and a Diverter, and
23 has elected to have its rights adjudicated under the optional formula provided in Section
24 18 of this Judgment.

25 (j) In-Lieu Water Cost – The differential between a particular Producer's cost of
26 Watermaster directed produced, treated, blended, substituted, or Supplemental Water
27 delivered or substituted to, for, or taken by, such Producer in-lieu of his cost of otherwise
28 normally Producing a like amount of Ground Water from the Basin. (Amended 1/29/91)

1 (k) Key Well – Baldwin Park Key Well, being elsewhere designated as State
2 Well No. 1S/10W-7R2, or Los Angeles County Flood Control District Well No. 3030-F.
3 Said well has a ground surface Elevation of 386.7.

4 (l) Long Beach Case – Los Angeles Superior Court Civil Action No. 722647,
5 entitled, “Long Beach, et al., v. San Gabriel Valley Water Company, et al.”

6 (m) Main San Gabriel Basin or Basin – The Ground Water Basin underlying the
7 area shown as such on Exhibit “A”.

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

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

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

17 (q) Operating Safe Yield – The quantity of water which the Watermaster
18 determines hereunder may be Pumped from the Basin in a particular Fiscal Year, free of
19 the Replacement Water Assessment under the Physical Solution herein.

20 (r) Overdraft – A condition wherein the total annual Production from the Basin
21 exceeds the Natural Safe Yield thereof.

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

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

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

6 (v) Produce or Producing – (Prior Judgment Section 4(u)) To Pump or Divert
7 Water.

8 (w) Producer – (Prior Judgment Section 4(v)) A party who Produces water.

9 (x) Production – (Prior Judgment Section 4(w)) The annual quantity of water
10 Produced, stated in acre feet.

11 (y) Pump or Pumping – (Prior Judgment Section 4(x)) To extract Ground Water
12 from the Basin by Pumping or any other method.

13 (z) Pumper – (Prior Judgment Section 4(y)) Any party who Pumps water.

14 (aa) Pumper's Share – (Prior Judgment Section 4(z)) A Pumper's right to a
15 percentage of the entire Natural Safe Yield, Operating Safe Yield and appurtenant
16 Ground Water storage.

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

20 (cc) Replacement Water – (Prior Judgment Section 4(bb)) Water purchased by
21 Watermaster to replace: (1) Production in excess of a Pumper's Share of Operating Safe
22 Yield; (2) The consumptive use portion resulting from the exercise of an Overlying
23 Right; and (3) Production in excess of a Diverter's right to Divert for Direct Use.

24 (dd) Responsible Agency – (Prior Judgment Section 4(cc)) The municipal water
25 district which is the normal and appropriate source from whom Watermaster shall
26 purchase Supplemental Water for replacement purposes under the Physical Solution,
27 being one of the following:

28 (1) Upper District – Upper San Gabriel Valley Municipal Water District,

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a member public agency of the Metropolitan Water District of Southern California (MWD).

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

(3) Three Valleys District – Three Valleys Municipal Water District, formerly, “Pomona Valley Municipal Water District”, a member public agency of MWD.

(ee) Stored Water – (Prior Judgment Section 4(dd)) Supplemental Water stored in the Basin pursuant to a contract with Watermaster as authorized by Section 34(n).

(ff) Supplemental Water – (Prior Judgment Section 4(ee)) Nontributary water imported through a Responsible Agency and reclaimed water. (Amended 4/2/91)

(gg) Transporting Parties – (Prior Judgment Section 4(ff)) Any party presently transporting water (i.e., during the 12 months immediately preceding the making of the findings herein) from the Relevant Watershed or Basin to an area outside thereof, and any party presently or hereafter having an interest in lands or having a service area outside the Basin or Relevant Watershed contiguous to lands in which it has an interest or a service area within the Basin or Relevant Watershed. Division by a road, highway, or easement shall not interrupt contiguity. Said term shall also include the City of Sierra Madre, or any party supplying water thereto, so long as the corporate limits of said City are included within one of the Responsible Agencies and if said City, in order to supply water to its corporate area from the Basin, becomes a party to this action bound by this Judgment.

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

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

(jj) Reclaimed Water – Water which, as a result of treatment of waste, is suitable

1 for a direct beneficial use or a controlled use that would not otherwise occur. (Amended
2 4/2/91)

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

5 Exhibit "A" – Map entitled, "San Gabriel River Watershed Tributary to Whittier
6 Narrows", showing the boundaries and relevant geologic and hydrologic features in the
7 portion of the watershed of the San Gabriel River lying upstream from Whittier Narrows.

8 Exhibit "B" – Boundaries of Relevant Watershed.

9 Exhibit "C" – Table Showing Base Annual Diversion Rights of Certain Diverters.

10 Exhibit "D" – Table Showing Prescriptive Pumping Rights and Pumper's Share
11 of Each Pumper.

12 Exhibit "E" – Table Showing Production Rights of Each Integrated Producer.

13 Exhibit "F" – Table Showing Special Category Rights.

14 Exhibit "G" – Table Showing Non-consumptive Users.

15 Exhibit "H" – Watermaster Operating Criteria.

16 Exhibit "J" – Puente Narrows Agreement.

17 Exhibit "K" – Overlying Rights, Nature of Overlying Right, Description of
18 Overlying Lands to which Overlying Rights are Appurtenant, Producers Entitled to
19 Exercise Overlying Rights and their Respective Consumptive Use Portions, and Map of
20 Overlying Lands.

21 Exhibit "L" – (New) List of Producers And Their Designees, as of November
22 2000.

23 Exhibit "M" – (New) Watermaster Members, Officers and Staff, Including
24 Calendar Year 2000.

25 **II. DECREE**

26 **NOW, THEREFORE, IT IS HEREBY DECLARED, ORDERED, ADJUDGED**
27 **AND DECREED:**

28 **A. DECLARATION OF HYDROLOGIC CONDITIONS**

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

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

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

11 B. DECLARATION OF RIGHTS

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

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

21 (b) Mutual Prescription. The aggregate Prescriptive Pumping Rights of the
22 parties who are Pumpers now exceed, and for many years prior to filing of this action,
23 have exceeded, the Natural Safe Yield of the Basin. By reason of said condition, all
24 rights of said Pumpers are declared to be mutually prescriptive and of equal priority,
25 inter se.

26 (c) Common Ownership of Safe Yield and Incidents Thereto. By reason of said
27 Overdraft and mutual Prescription, the entire Natural Safe Yield of the Basin, the
28 Operating Safe Yield thereof and the appurtenant rights to Ground Water storage

1 capacity of the Basin are owned by Pumpers in undivided Pumpers' Shares as hereinafter
2 individually declared, subject to the control of Watermaster, pursuant to the Physical
3 Solution herein decreed. Nothing herein shall be deemed in derogation of the rights to
4 spread water pursuant to rights set forth in Exhibit "G".

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

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

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

- 19 (1) a fixed component based upon historic Diversions for Direct Use; and
20 (2) a mutually prescriptive Pumper's Share component based upon Pumping
21 during the period 1953 through 1967.

22 Assessment and other Watermaster regulation of the rights of such parties shall relate to
23 and be based upon each such component. So far as future exercise of such rights is concerned,
24 however, the gross quantity of the aggregate right in any Fiscal Year may be exercised, in the
25 sole discretion of such party, by either Diversion or Pumping or any combination or
26 apportionment thereof; provided, that for Assessment purposes the first water Produced in any
27 Fiscal Year (other than "Carry-over", under Section 49 hereof) shall be deemed an exercise of
28 the Diversion Component, and any Production over said quantity shall be deemed Pumped

1 water, regardless of the actual method of Production.

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

5 20. Non-consumptive Practices. (Prior Judgment Section 14) Certain Producers
6 have engaged in Water Diversion and spreading practices which have caused such Diversions to
7 have a non-consumptive or beneficial impact upon the aggregate water supply available in the
8 Basin. Said parties, and a statement of the nature of their rights, uses and practices, are set forth
9 in Exhibit "G". The Physical Solution decreed herein, and particularly its provisions for
10 Assessments, shall not apply to such non-consumptive uses. Watermaster may require reports
11 on the operations of said parties.

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

1 the event of a material change, to redetermine the net amount of consumptive use by such parties
2 as changed, in the exercise of such Overlying Rights.

3 Annually, during the first two (2) weeks of June in each calendar year, such Overlying
4 Rights Producers shall submit to Watermaster a verified statement as to the nature of the then
5 current uses of said Overlying Rights on said Overlying Lands for the next ensuing Fiscal Year,
6 whereupon Watermaster shall either affirm the prior determination or redetermine the net
7 amount of the consumptive use portion of the exercise of such Overlying Right by said
8 Overlying Rights Producer.

9 **C. INJUNCTION**

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

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

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

27 25. Injunction Against Unauthorized Recharge. (Prior Judgment Section 17) Each
28 party, its officers, agents, employees, successors and assigns, is **ENJOINED AND**

1 **RESTRAINED** from spreading, injecting or otherwise recharging water in the Basin except
2 pursuant to: (a) an adjudicated non-consumptive use, or (b) consent and approval of or Cyclic
3 Storage Agreement with Watermaster, or (c) subsequent order of this Court.

4 26. Injunction Against Transportation from Basin or Relevant Watershed. (Prior
5 Judgment Section 18) Except upon further order of Court, all parties, other than Transporting
6 Parties and MWD in its exercise of its Special Category Rights, to the extent authorized therein,
7 are **ENJOINED AND RESTRAINED** from transporting water hereafter Produced from the
8 Relevant Watershed or Basin outside the areas thereof. For purposes of this Section, water
9 supplied through a city water system which lies chiefly within the Basin shall be deemed
10 entirely used within the Basin. Transporting Parties are entitled to continue to transport water to
11 the extent that any Production of water by any such party does not violate the injunctive
12 revisions contained in Section 22 hereof, provided that said water shall be used within the
13 present service areas or corporate or other boundaries and additions thereto so long as such
14 additions are contiguous to the then existing service area or corporate or other boundaries;
15 except that a maximum of ten percent (10%) of use in any Fiscal Year may be outside said then
16 existing service areas or corporate or other boundaries.

17 **D. CONTINUING JURISDICTION**

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

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

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

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

7 **E. WATERMASTER**

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

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

15 (a) Qualification. Any adult citizen of the State of California shall be eligible to
16 serve as Watermaster; provided, however, that no officer, director, employee or agent of
17 Upper District or San Gabriel District shall be qualified as a Producer member of
18 Watermaster.

19 (b) Nomination of Producer Representatives. A meeting of all parties shall be
20 held at the regular meeting of Watermaster in November of each year, at the offices of
21 Watermaster. Nomination of the six (6) Producer representatives shall be by cumulative
22 voting, in person or by proxy, with each Producer entitled to one (1) vote for each one
23 hundred (100) acre feet, or portion thereof, of Base Annual Diversion Right or
24 Prescriptive Pumping Right or Integrated Production Right.

25 (c) Nomination of Public Representatives. On or before the regular meeting of
26 Watermaster in November of each year, the three (3) public representatives shall be
27 nominated by the boards of directors of Upper District (which shall select two [2]) and
28 San Gabriel District (which shall select one [1]). Said nominees shall be members of the

1 board of directors of said public districts.

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

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

12 31. Quorum. (Prior Judgment Section 23) Five (5) members of the Watermaster
13 shall constitute a quorum for the transaction of affairs of the Watermaster. Action by the
14 affirmative vote of five (5) members shall constitute action by Watermaster, except that the
15 affirmative vote of six (6) members shall be required:

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

18 (b) to enter in any Agreement pursuant to Section 34 (n) hereof.

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

26 33. Organization. (Prior Judgment Section 25) At its first meeting in each year,
27 Watermaster shall elect a chairman and a vice chairman from its membership. It shall also select
28 a secretary, a treasurer and such assistant secretaries and assistant treasurers as may be

1 appropriate, any of whom may, but need not be, members of Watermaster.

2 (a) Minutes. Minutes of all Watermaster meetings shall be kept, which shall
3 reflect all actions taken by Watermaster. Draft copies thereof shall be furnished to any
4 party who files a request therefor in writing with Watermaster. Said draft copies of
5 minutes shall constitute notice of any Watermaster action therein reported; failure to
6 request copies thereof shall constitute waiver of notice.

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

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

20 (d) Adjournments. Any meeting of Watermaster may be adjourned to a time
21 and place specified in the order of adjournment. Less than a quorum may so adjourn
22 from time to time. A copy of the order or notice of adjournment shall be conspicuously
23 posted on or near the door of the place where the meeting was held within twenty-four
24 (24) hours after adoption of the order of adjournment.

25 34. Powers and Duties. (Prior Judgment Section 26) Subject to the continuing
26 supervision and control of the Court, Watermaster shall have and may exercise the following
27 express powers, and shall perform the following duties, together with any specific powers,
28 authority and duties granted or imposed elsewhere in this Judgment or hereafter ordered or

1 authorized by the Court in the exercise of its continuing jurisdiction.

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

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

9 (c) Employment of Experts and Agents. To employ such administrative
10 personnel, engineering, geologic, accounting, legal or other specialized services and
11 consulting assistants as may be deemed appropriate in the carrying out of its powers and
12 to require appropriate bonds from all officers and employees handling Watermaster
13 funds.

14 (d) Measuring Devices, etc. To cause parties, pursuant to uniform rules, to
15 install and maintain in good operating condition, at the cost of each party, such necessary
16 measuring devices or meters as may be appropriate; and to inspect and test any such
17 measuring device as may be necessary.

18 (e) Assessments. To levy and collect all Assessments specified in the Physical
19 Solution.

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

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

25 (h) Purchase of and Recharge with Supplemental Water. To purchase
26 Supplemental Water and to introduce the same into the Basin, including a maximum of
27 30,000 acre-feet per year of Reclaimed Water, for replenishment, Replacement Water,
28 and cyclic storage purposes in the Basin, subject to the affirmative vote of six (6)

1 members of Watermaster, provided, the California Department of Health Services and
2 the Los Angeles Regional Water Quality Control Board have approved such Reclaimed
3 Water for said uses, Watermaster has given prior notice to all parties of its intention to
4 use said Reclaimed Water for such purposes, held noticed hearings thereon, and
5 approves such uses. Reclaimed Water used by Watermaster as Supplemental Water for
6 said purposes shall not be a violation of Sections 3(b) or 3(c) of Exhibit "H" hereto.
7 (Amended 4/2/91)

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

10 (j) Cooperation with Existing Agencies. To act jointly or cooperate with
11 agencies of the United States and the State of California or any political subdivision,
12 municipality or district to the end that the purposes of the Physical Solution may be fully
13 and economically carried out. Specifically, in the event Upper District has facilities
14 available and adequate to accomplish any of the administrative functions of
15 Watermaster, consideration shall be given to performing said functions under contract
16 with Upper District in order to avoid duplication of facilities.

17 (k) Assumption of Make-Up Obligation. Watermaster shall assume the Make-
18 Up Obligation for and on behalf of the Basin.

19 (m) Water Quality. Water quality in the Basin shall be a concern of
20 Watermaster, and all reasonable steps shall be taken to assist and encourage appropriate
21 regulatory agencies to enforce reasonable water quality regulations affecting the Basin,
22 including regulation of solid and liquid waste disposal.

23 (n) Cyclic Storage Agreements. To enter into appropriate contracts, to be
24 approved by the Court, for utilization of Ground Water storage capacity of the Basin for
25 cyclic or regulatory storage of Supplemental Water by parties and non-parties, for
26 subsequent recovery or Watermaster credit by the storing entity, pursuant to uniform
27 rules and conditions, which shall include provision for:

28 (1) Watermaster control of all spreading or injection and extraction

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scheduling and procedures for such stored water;

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

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

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

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

35. Policy Decisions – Procedure. (Prior Judgment Section 27) It is contemplated that Watermaster will exercise discretion in making policy decisions relating to Basin management under the Physical Solution decreed herein. In order to assure full participation and opportunity to be heard for those affected, no policy decision shall be made by Watermaster until thirty (30) days after the question involved has been raised for discussion at a Watermaster meeting and noted in the draft of minutes thereof.

36. Reports. (Prior Judgment Section 28) Watermaster shall annually file with the Court and mail to the parties a report of all Watermaster activities during the preceding year, including an audited statement of all accounts and financial activities of Watermaster, summary

1 reports of Diversions and Pumping, and all other pertinent information. To the extent practical,
2 said report shall be mailed to all parties on or before November 1.

3 37. Review Procedures. (Prior Judgment Section 29) Any action, decision, rule or
4 procedure of Watermaster (other than a decision establishing Operating Safe Yield, see Section
5 43(c)) shall be subject to review by the Court on its own motion or on timely motion for an
6 Order to Show Cause by any party, as follows:

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

11 (b) Notice of Motion. Any party may, by a regularly noticed motion, petition
12 the Court for review of said Watermaster's action or decision. Notice of such motion
13 shall be mailed to Watermaster and all parties. Unless so ordered by the Court, such
14 petition shall not operate to stay the effect of such Watermaster action.

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

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

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

25 **F. PHYSICAL SOLUTION**

26 38. Purpose and Objective. (Prior Judgment Section 30) Consistent with the
27 California Constitution and the decisions of the Supreme Court, the Court hereby adopts and
28 Orders the parties to comply with this Physical Solution. The purpose and objective of these

1 provisions is to provide a legal and practical means for accomplishing the most economic, long
2 term, conjunctive utilization of surface, Ground Water, Supplemental Water and Ground Water
3 storage capacity to meet the needs and requirements of the water users dependent upon the Basin
4 and Relevant Watershed, while preserving existing equities.

5 39. Need for Flexibility. (Prior Judgment Section 31) In order that Watermaster may
6 be free to utilize both existing and new and developing technological, social and economic
7 concepts for the fullest benefit of all those dependent upon the Basin, it is essential that the
8 Physical Solution hereunder provide for maximum flexibility and adaptability. To that end, the
9 Court has retained continuing jurisdiction to supplement the broad discretion herein granted to
10 the Watermaster.

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

19 (Amended 1/29/91)

20 (a) Watermaster shall develop an adequate and effective program of Basin
21 management. The maintenance, improvement, and control of the water quality and
22 quantity of the Basin, withdrawal and replenishment of supplies of the Basin and
23 Relevant Watershed, and the utilization of the water resources thereof, must be subject to
24 procedures established by Watermaster in implementation of the Physical Solution
25 provisions of this Judgment. All Watermaster programs and procedures shall be adopted
26 only after a duly noticed public hearing pursuant to Section 37 and 40 of the Amended
27 Judgment herein. (Amended 1/29/91)

28 (b) Watermaster shall have the power to control pumping in the Basin by water

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

8 (c) Watermaster may act individually or participate with others to carry on
9 technical and other necessary investigations of all kinds and collect data necessary to
10 carry out the herein stated purposes. It may engage in contractual relations with the EPA
11 or other agencies in furtherance of the clean up of the Basin and enter into contracts with
12 agencies of the United States, the State of California, or any political subdivision,
13 municipality, or district thereof, to the extent allowed under the applicable federal or
14 state statutes. Any cooperative agreement between the Watermaster and EPA shall
15 require the approval of the appropriate Agency(s) of the State of California. (Amended
16 1/29/91)

17 (d) For the regulation and control of pumping activity in the Basin, Watermaster
18 shall adopt Rules and Regulations and programs to promote, manage and accomplish
19 clean up of the Basin and its waters, including, but not limited to, measures to confine,
20 move, and remove contaminants and pollutants. Such Rules and Regulations and
21 programs shall be adopted only after a duly Noticed Public Hearing by Watermaster and
22 shall be subject to Court review pursuant to Section 37 of the Amended Judgment herein.
23 (Amended 1/29/91)

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

1 herein. Provided such In-Lieu Assessments become necessary, the costs shall be borne
2 by all Basin Producers. (Amended 1/29/91)

3 (f) Watermaster is a Court empowered entity with limited powers, created
4 pursuant to the Court's Physical Solution Jurisdiction under Article X, Section 2 of the
5 California Constitution. None of the powers granted herein to Watermaster shall be
6 construed as designating Watermaster a political subdivision of the State of California or
7 authorizing Watermaster to act as "lead agency" to administer the federal Superfund for
8 clean up of the Basin. (Amended 1/29/91)

9 41. General Pattern of Contemplated Operations. (Prior Judgment Section 33) In
10 general outline (subject to the specific provisions hereafter and to Watermaster Operating
11 Criteria set forth in Exhibit "H"), Watermaster will determine annually the Operating Safe Yield
12 of the Basin and will notify each Pumper of his share thereof, stated in acre feet per Fiscal Year.
13 Thereafter, no party may Produce in any Fiscal Year an amount in excess of the sum of his
14 Diversion Right, if any, plus his Pumper's Share of such Operating Safe Yield, or his Integrated
15 Production Right, or the terms of any Cyclic Storage Agreement, without being subject to
16 Assessment for the purpose of purchasing Replacement Water. In establishing the Operating
17 Safe Yield, Watermaster shall follow all physical, economic, and other relevant parameters
18 provided in the Watermaster Operating Criteria. Watermaster shall have Assessment powers to
19 raise funds essential to implement the management plan in any of the several special
20 circumstances herein described in more detail.

21 42. Basin Operating Criteria. (Prior Judgment Section 34) Until further order of the
22 Court and in accordance with the Watermaster Operating Criteria, Watermaster shall not spread
23 Replacement Water when the water level at the Key Well exceeds Elevation two hundred fifty
24 (250), and Watermaster shall spread Replacement Water, insofar as practicable, to maintain the
25 water level at the Key Well above Elevation two hundred (200).

26 43. Determination of Operating Safe Yield. (Prior Judgment Section 35)
27 Watermaster shall annually determine the Operating Safe Yield applicable to the succeeding
28 Fiscal Year and estimate the same for the next succeeding four (4) Fiscal Years. In making such

1 determination, Watermaster shall be governed in the exercise of its discretion by the
2 Watermaster Operating Criteria. The procedures with reference to said determination shall be as
3 follows:

4 (a) Preliminary Determination. On or before Watermaster's first meeting in
5 April of each year, Watermaster shall make a Preliminary Determination of the
6 Operating Safe Yield of the Basin for each of the succeeding five Fiscal Years. Said
7 determination shall be made in the form of a report containing a summary statement of
8 the considerations, calculations and factors used by Watermaster in arriving at said
9 Operating Safe Yield.

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

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

25 44. Reports of Pumping and Diversion. (Prior Judgment Section 36) Each party
26 (other than Minimal Producers) shall file with the Watermaster quarterly, on or before the last
27 day of January, April, July and October, a report on a form to be prescribed by Watermaster
28 showing the total Pumping and Diversion (separately for Direct Use and for non-consumptive

1 use, if any,) of such party during the preceding calendar quarter.

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

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

15 (b) Replacement Water Costs. Replacement Water Assessments shall be
16 collected from each party on account of such party's Production in excess of its
17 Diversion Rights, Pumper's Share or Integrated Production Right, and on account of the
18 consumptive use portion of Overlying Rights, computed at the applicable rate established
19 by Watermaster consistent with the Watermaster Operating Criteria.

20 (c) Make-Up Obligation. An Assessment shall be collected equally on account
21 of each acre foot of Production, which does not bear a Replacement Assessment
22 hereunder, to pay all necessary costs of Administration and satisfaction of the Make-Up
23 Obligation. Such Assessment shall not be applicable to water Production for an
24 Overlying Right.

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

28 (e) Basin Water Quality Improvement. For purposes of testing, protecting or

1 improving the water quality in the Basin, Watermaster may, after a noticed hearing
2 thereon, fix terms and conditions under which it may waive all or any part of its
3 Assessments on such ground water Production and if such Production, in addition to his
4 other Production, does not exceed such Producer's Share or entitlement for that Fiscal
5 Year, such stated Production shall be allowed to be carried over for a part of such
6 Producer's next Fiscal Year's Producer's Share or entitlement. In connection therewith,
7 Watermaster may also waive the provisions of Section 25, 26 and 57 hereof, relating to
8 Injunction Against Unauthorized Recharge, Injunction Against Transportation From
9 Basin or Relevant Watershed, and Intervention After Judgment, respectively. Nothing in
10 this Judgment is intended to allow an increase in any Producer's annual entitlement nor
11 to prevent Watermaster, after hearing thereon, from entering into contracts to encourage,
12 assist and accomplish the clean up and improvement of degraded water quality in the
13 Basin by non-parties herein. Such contracts may include the exemption of the
14 Production of such Basin water therefor from Watermaster Assessments and, in
15 connection therewith, the waiver of the provisions of Judgment Sections 25, 26, and 57
16 hereof.

17 46. Assessments – Procedure. (Prior Judgment Section 38) Assessments herein
18 provided for shall be levied and collected as follows:

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

25 (b) Payment. Each Assessment shall be payable, and each party is Ordered to
26 pay the same, on or before September 20, following such Assessment, subject to the
27 rights reserved in Section 37 hereof.

28 (c) Delinquency. Any Assessment which becomes delinquent after January 1,

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

11 47. Availability of Supplemental Water from Responsible Agencies. (Prior
12 Judgment Section 39) If any Responsible Agency shall, for any reason, be unable to deliver
13 Supplemental Water to Watermaster when needed, Watermaster shall collect funds at an
14 appropriate level and hold them in trust, together with interest accrued thereon, for purchase of
15 such water when available.

16 48. Accumulation of Replacement Water Assessment Proceeds. (Prior Judgment
17 Section 40) In order to minimize fluctuation in Assessments and to give Watermaster flexibility
18 in Basin management, Watermaster may make reasonable accumulations of Replacement Water
19 Assessments. Such moneys and any interest accrued thereon shall only be used for the purchase
20 of Replacement Water.

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

27 50. Minimal Producers. (Prior Judgment Section 42) In the interest of Justice,
28 Minimal Producers are exempted from the operation of this Physical Solution, so long as such

1 party's annual Production does not exceed five (5) acre feet. Quarterly Production reports by
2 such parties shall not be required, but Watermaster may require, and Minimal Producers shall
3 furnish, specific periodic reports. In addition, Watermaster may conduct such investigation of
4 future operations of any Minimal Producer as may be appropriate.

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

9 **G. MISCELLANEOUS PROVISIONS**

10 52. Puente Narrows Flow. (Prior Judgment Section 44) The Puente Basin is
11 tributary to the Main San Gabriel Basin. All Producers within said Puente Basin have been
12 dismissed herein, based upon the Puente Narrows Agreement (Exhibit "J"), whereby Puente
13 Basin Water Agency agreed not to interfere with surface inflow and to assure continuance of
14 historic subsurface contribution of water to Main San Gabriel Basin. The Court declares said
15 Agreement to be reasonable and fair and in full satisfaction of claims by Main San Gabriel Basin
16 for natural water from Puente Basin.

17 53. San Gabriel District – Interim Order. (Prior Judgment Section 45) San Gabriel
18 District has a contract with the State of California for State Project Water, delivered at Devil
19 Canyon in San Bernardino County. San Gabriel District is **HEREBY ORDERED** to proceed
20 with and complete necessary pipeline facilities as soon as practical.

21 Until said pipeline is built and capable of delivering a minimum of twenty-eight
22 thousand eight-hundred (28,800) acre feet of State Project water per year, defendant cities of
23 Alhambra, Azusa, and Monterey Park shall pay to Watermaster each Fiscal Year a Replacement
24 Assessment at a uniform rate sufficient to purchase Replenishment Water when available, which
25 rate shall be declared by San Gabriel District. When water is available through said pipeline,
26 San Gabriel District shall make the same available to Watermaster, on his reasonable demand, at
27 said specified rate per acre foot. Interest accrued on such funds shall be paid to San Gabriel
28 District.

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

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

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

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

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

26 (1) a Transporting Party, or

27 (2) a successor in interest immediate or mediate to a water system on lands or
28 portion thereof, theretofore served by such a Transporting Party, for use by such

1 successor in accordance with limitations applicable to Transporting Parties, or

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

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

6 56. Abandonment of Rights. (Prior Judgment Section 48) It is in the interest of
7 reasonable beneficial use of the Basin and its water supply that no party be encouraged to take
8 and use more water in any Fiscal Year than is actually required. Failure to Produce all of the
9 water to which a party is entitled hereunder shall not, in and of itself, be deemed or constitute an
10 abandonment of such party's right, in whole or in part. Abandonment and extinction of any
11 right herein Adjudicated shall be accomplished only by:

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

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

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

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

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

1 as well to their respective heirs, executors, administrators, successors, assigns, lessees, licensees
2 and to the agents, employees and attorneys in fact of any such persons.

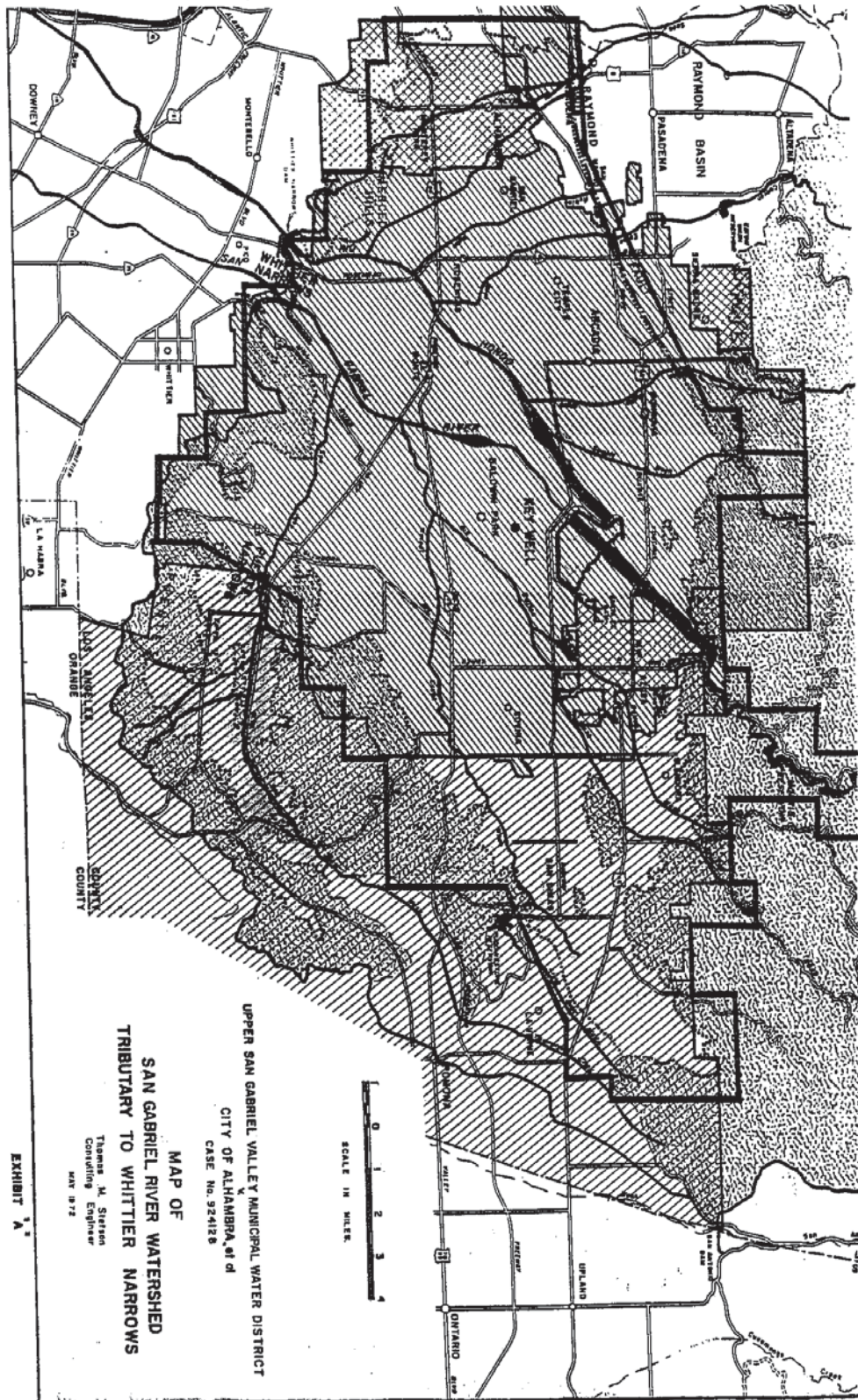
3 59. Water Rights Permits. (Prior Judgment Section 51) Nothing herein shall be
4 construed as affecting the relative rights and priorities between MWD and San Gabriel Valley
5 Protective Association under State Water Rights Permits Nos. 7174 and 7175, respectively.

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

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

9
10 DATED: August 24, 1989.

11
12 s/ Florence T. Pickard
13 Florence T. Pickard, Judge
14 Specially Assigned
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UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
 CITY OF ALHAMBRA, et al
 CASE No. 92418
MAP OF
SAN GABRIEL RIVER WATERSHED
TRIBUTARY TO WHITTIER NARROWS
 THOMAS M. STARRS
 CONSULTING ENGINEER
 MAY 1972
EXHIBIT "A"

EXHIBIT "B"

BOUNDARIES OF RELEVANT WATERSHED

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

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

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

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

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

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

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

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

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

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

Exhibit "B"

B - 1

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;

Exhibit "B"
B - 2

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

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

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

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

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

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

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

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

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

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

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

Exhibit "B"

B - 3

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

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

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

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

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

Thence South a distance of 4,500 feet;

Thence West a distance of 10,700 feet;

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

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

Thence South a distance of 2,000 feet;

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

Exhibit "B"
B - 4

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

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

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

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

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

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

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

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

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

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

Exhibit "B"
B - 5

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

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

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

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

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

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

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

Exhibit "B"
B - 6

EXHIBIT "C"

TABLE SHOWING BASE
ANNUAL DIVERSION RIGHTS
OF CERTAIN DIVERTERS
AS OF NOVEMBER 2000

DIVERter	BASE ANNUAL DIVERSION RIGHT (ACRE-FEET)
Covell, Ralph (Successor to Rittenhouse, Catherine and Rittenhouse, James)	2.12
Maddock, A. G.	3.40
Rittenhouse, Catherine (Transferred to Covell, Ralph)	0.00
Rittenhouse, James (Transferred to Covell, Ralph)	0.00
Ruebhausen, Arline (Held in common with Ruebhausen, Victor) (Transferred to City of Glendora)	18.34 <u>-18.34</u> 0.00
Ruebhausen, Victor (See Ruebhausen, Arline, above)	<u>0.00</u>
TOTAL	<u>5.52</u>

Exhibit "C"
C - 1

EXHIBIT "D"
TABLE SHOWING
PRESCRIPTIVE PUMPING RIGHTS
AND PUMPER'S SHARE OF EACH PUMPER
AS OF NOVEMBER 2000

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
6W Farms, Inc.	1,217.40	0.61599
(Formerly Woodland Farms, Inc.)		
(Transferred to Miller Brewing Company)	<u>- 919.50</u>	<u>-0.46526</u>
	297.90	0.15073
Adams Ranch Mutual Water Company	100.00	0.05060
A & E Plastik Pak Co., Inc.	0	0
(Transferred to Industry Properties, Ltd.)		
Alhambra, City of	8,812.05	4.45876
Amarillo Mutual Water Company	709.00	0.35874
American Sheds, Inc.		
(Successor to Southwestern Portland Cement Company)	742.00	0.37544
(Transferred to USA Waste of California, Inc.)	<u>-742.00</u>	<u>-0.37544</u>
	0.00	0.00000
Anchor Plating Co., Inc.		
(Successor to Bodger & Sons, DBA Bodger Seeds Ltd.)	10.00	0.00506
(Transferred to Crown City Plating Co.)	<u>-10.00</u>	<u>-0.00506</u>
	0.00	0.00000
Anderson Family Marital Trust		
(Successor to Anderson, Ray L. and Helen T.)	<u>50.16</u>	<u>0.02538</u>
	50.16	0.02538
Anderson, Ray		
(Successor to Covina Unified School District)	50.16	0.02538
(Transferred to Anderson, Ray L. and Helen T.)	<u>-50.16</u>	<u>-0.02538</u>
	0.00	0.00000

Amended Exhibit "D"
D - 1

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Anderson, Ray L. and Helen T. (Successor to Anderson, Ray) (Transferred to Anderson Family Marital Trust)	50.16 <u>-50.16</u> 0.00	0.02538 <u>-0.02538</u> 0.00000
Andrade, Macario and Consuelo; and Andrade, Robert and Jayne (Successor to J. F. Isbell Estate, Inc.)	<u>8.36</u> 8.36	<u>0.00423</u> 0.00423
Arcadia, City of (Successor to First National Finance Corporation) (Transferred to City of Monrovia)	9,252.00 60.90 <u>-951.00</u> 8,361.90	4.68137 0.03081 <u>-0.48119</u> 4.23099
Associated Southern Investment Company (Transferred to Southern California Edison Company)	16.50 <u>-16.50</u> 0.00	0.00335 <u>-0.00335</u> 0.00000
AZ-Two, Inc. (See Southdown, Inc.)	--	--
Azusa Associates, LLC (Successor to Snyder, Esther)	<u>18.51</u> 18.51	<u>0.00937</u> 0.00937
Azusa, City of	3,655.99	1.84988
Azusa-Western Inc. (Transferred to Southwestern Portland Cement Co.)	742.00 <u>-742.00</u> 0.00	0.37544 <u>-0.37544</u> 0.00000
Bahnsen & Beckman Ind., Inc. (Transferred to Woodland, Richard)	840.50 <u>-840.50</u> 0.00	0.42528 <u>-0.42528</u> 0.00000
Bahnsen, Betty M. (Transferred to Dawes, Mary Kay)	441.90 <u>-441.90</u> 0.00	0.22359 <u>-0.22359</u> 0.00000
Baldwin Park County Water District (See Valley County Water District)		

Amended Exhibit "D"
D - 2

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Bandel Family Trust (Successor to Garnier, Camille A., Deceased, Estate of)	<u>16.70</u> 16.70	<u>0.00845</u> 0.00845
Banks, Gale C. and Vicki Lynn (Successor to Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs.)	<u>50.00</u> 50.00	<u>0.02530</u> 0.02530
Base Line Water Company (Transferred to Hughes Development Corporation)	430.20 <u>-430.20</u> 0.00	0.21767 <u>-0.21767</u> 0.00000
Beverly Acres Mutual Water Company (See Beverly Acres Mutual Water Users Association)	--	--
Beverly Acres Mutual Water Users Association (Formerly Beverly Acres Mutual Water Company) (Transferred to: San Gabriel Valley Water Company; Nicholson Trust)	93.00 -50.00 <u>-43.00</u> 0.00	0.04706 -0.02530 <u>-0.02176</u> 0.00000
Birenbaum, Max (Held in common with Birenbaum, Sylvia; Schneiderman, Alan; Schneiderman, Lydia; Wigodsky, Bernard; and Wigodsky, Estera) (Transferred to City of Whittier)	6.00 -6.00 0.00	0.00304 -0.00304 0.00000
Birenbaum, Sylvia (See Birenbaum, Max)	--	--
Blue Diamond Concrete Materials Division, The Flintkote Company (Transferred to Sully-Miller Contracting Co.)	1,399.33 -1,399.33 0.00	0.70804 -0.70804 0.00000
Bodger & Sons DBA Bodger Seeds Ltd. (Transferred to Anchor Plating Co., Inc.)	10.00 -10.00 0.00	0.00506 -0.00506 0.00000

Amended Exhibit "D"

D - 3

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Botello Water Company	0	0
Burbank Development Company	50.65	0.02563
Cadway, Inc.		
(Successor to:		
Corcoran, Jack S. and R. L.	100.00	0.05060
Corcoran, Jack S. and R. L.	100.00	0.05060
Corcoran, Jack S. and R.L.	273.50	0.13839
Corcoran, Jack S. and R.L.	30.00	0.01518
Garnier, Janus	203.00	0.10272
Sloan Ranches	129.60	0.06558
Corcoran, Jack S. and R.L.)	243.50	0.12320
(Transferred to:		
California Domestic Water Company	-243.50	-0.12321
California Domestic Water Company	-129.60	-0.06558
California Domestic Water Company	<u>-63.30</u>	<u>-0.03203</u>
	643.20	0.32545
Cal Fin	118.10	0.05976
(Transferred to Suburban Water Systems)	<u>-118.10</u>	<u>-0.05976</u>
	0.00	0.00000
California-American Water Company (San Marino System)	7,868.70	3.98144
California Country Club (Formerly CCC Management)	0	0
California Domestic Water Company	11,024.82	5.57839
(Successor to:		
Cantrill Mutual Water Company	42.50	0.02150
Industry Properties, Ltd.	73.50	0.03719
Modern Accent Corporation	256.86	0.12997
Fisher, Russell	19.00	0.00961
Graveline, George Wayne and Alexis June, Trust	216.60	0.10959
Cadway, Inc.	243.50	0.12321
Cadway, Inc.	129.60	0.06558
Cadway, Inc.)	<u>63.30</u>	<u>0.03203</u>
	12,069.68	6.10707

Amended Exhibit "D"

D - 4

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
California Materials Company	0	0
CalMat (Formerly Conrock Company) (Successor to Manning Bros. Rock & Sand Co.)	1,465.35	0.74144
	<u>328.00</u>	<u>0.16596</u>
	1,793.35	0.90740
Cantrill Mutual Water Company (Transferred to California Domestic Water Co.)	42.50	0.02150
	<u>-42.50</u>	<u>-0.02150</u>
	0.00	0.00000
Canyon Water and Development Corporation	--	--
Canyon Water Company (Successor to McIntyre, William)	1.00	0.00051
	1.00	0.00051
CCC Management (See California Country Club)	--	--
Cedar Avenue Mutual Water Company (Transferred to San Gabriel Valley Water Company)	121.10	0.06127
	<u>-121.10</u>	<u>-0.06127</u>
	0.00	0.00000
Champion Mutual Water Company	147.68	0.07472
Chevron USA (Formerly Standard Oil of California)	2.00	0.00101
Chronis, Christine (See Polopolus, et al.)	--	--
Clayton Manufacturing Company	511.80	0.25896
Collison, E. O.	0	0
Comby, Erma M. (See Wilmott, Erma M.)	--	--

Amended Exhibit "D"
D - 5

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Conrock Company (See CalMat) (Formerly Consolidated Rock Products Co.)	--	--
Consolidated Rock Products Co. (See Conrock Company)	--	--
Corcoran, Jack S. (Held in common with Corcoran, R.L.) (Transferred to:	747.00	0.37797
Cadway, Inc.	-100.00	-0.05060
Cadway, Inc.	-100.00	-0.05060
Cadway, Inc.	-273.50	-0.13839
Cadway, Inc.	-30.00	-0.01518
Cadway, Inc.	<u>-243.50</u>	<u>-0.12320</u>
	0.00	0.00000
Corcoran, R.L. (See Corcoran, Jack S.)	--	--
County Sanitation District No. 18 of Los Angeles County	4.50	0.00228
Covell, et al. (Successor to Rittenhouse, Catherine and James) (Held in common with Tate, Phillip G. and Sieglinde A.; Goedert, Lillian E.; Goedert, Marion W.; Lakin, Kendall R.; Lakin, Kelly R.; Snyder, Harry; Snyder, Esther) (Transferred to:	111.05	0.05619
Lakin, Kelly R.	-9.26	-0.00468
Goedert, Lillian E.	-9.26	-0.00468
Tate, Phillip G. and Sieglinde A.	-57.83	-0.02926
Snyder, Esther)	<u>-18.51</u>	<u>-0.00937</u>
	16.19	0.00820
Covina, City of (Transferred to:	2,507.89	1.26895
Covina Irrigating Company	-1,734.00	0.87737
Covina Irrigating Company)	<u>-300.00</u>	<u>0.15179</u>
	473.89	0.23979

Amended Exhibit "D"

D - 6

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Covina-Valley Unified School District (Transferred to Anderson, Ray)	50.16 <u>-50.16</u> 0.00	0.02538 <u>-0.02538</u> 0.00000
Crevolin, Andrew J.	2.25	0.00114
Crocker National Bank, Executor of the Estate of A.V. Handorf (Transferred to Modern Accent Corp.)	256.86 <u>-256.86</u> 0.00	0.12997 <u>-0.12997</u> 0.00000
Cross Water Company (Transferred to City of Industry)	1,103.00 <u>-1,103.00</u> 0.00	0.05581 <u>-0.05581</u> 0.00000
Crown City Plating Company (Successor to Anchor Plating Co., Inc.)	190.00 <u>10.00</u> 200.00	0.09614 <u>0.00506</u> 0.10120
Davidson Optronics, Inc. (Transferred to Covina Irrigating Company)	22.00 <u>-22.00</u> 0.00	0.01113 <u>-0.01113</u> 0.00000
Dawes, Mary Kay (Successor to Bahnsen, Betty M.)	<u>441.90</u> 441.90	<u>0.22359</u> 0.22359
Del Rio Mutual Water Company	199.00	0.10069
Denton, Kathryn W., Trustee for San Jose Ranch Company (Transferred to White, June G., Trustee of the June G. White Share of the Garnier Trust)	185.50 <u>-185.50</u> 0.00	0.09386 <u>-0.09386</u> 0.00000
Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs. (Successor to Sawpit Farms, Ltd.) (Transferred to Banks, Gale C.)	50.00 <u>-50.00</u> 0.00	0.02530 <u>-0.02530</u> 0.00000
Driftwood Dairy	163.80	0.08288

Amended Exhibit "D"
D - 7

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Duhalde, L.	6.40	0.00324
(Transferred to El Monte Union High School District)	<u>-6.40</u>	<u>-0.00324</u>
	0.00	0.00000
Dunning, George		
(Held in common with Dunning, Vera H.)		
(Successor to Vera H. Dunning)	324.00	0.16394
(Transferred to Dunning Trust, George A.V.)	<u>-324.00</u>	<u>-0.16394</u>
	0.00	0.00000
Dunning Trust, George A.V.		
(Successor to Dunning, George)	<u>324.00</u>	<u>0.16394</u>
	324.00	0.16394
Dunning, Vera H.	324.00	0.16394
(See Dunning, George)		
(Transferred to Dunning, George)	<u>-324.00</u>	<u>-0.16394</u>
	0.00	0.00000
East Pasadena Water Company, Ltd.	1,407.69	0.71227
Eckis, Rollin		
(Successor to Sawpit Farms, Ltd.)	123.00	0.06224
(Transferred to City of Monrovia)	<u>-123.00</u>	<u>-0.06224</u>
	0.00	0.00000
El Encanto Properties	33.40	0.01690
(Transferred to La Puente Valley County Water District)	<u>-33.40</u>	<u>-0.01690</u>
	0.00	0.00000
El Monte, City of	2,784.23	1.40878
El Monte Cemetery Association	18.50	0.00936
El Monte Union High School District	9.80	0.00496
(Successor to Duhalde, L.)	6.40	0.00324
(Transferred to City of Whittier)	<u>-16.20</u>	<u>-0.00820</u>
	0.00	0.00000
Everett, Mrs. Alda B.		
(Held in common with Everett, W.B., Executor of the Estate of I. Worth Everett)	0.00	0.00000

Amended Exhibit "D"

D - 8

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Everett, W.B., Executor of the Estate of I. Worth Everett (See Everett, Mrs. Alda B.)	--	--
Faix, Inc. (Successor to Frank F. Pellissier & Sons, Inc.) (Transferred to Faix, Ltd.)	0.00	0.00000
Faix, Ltd. (Successor to Faix, Inc.)	<u>6,490.00</u> 6,490.00	<u>3.28384</u> 3.28384
First National Finance Corporation (Transferred to City of Arcadia)	60.90 <u>-60.90</u> 0.00	0.03081 <u>-0.03081</u> 0.00000
Fisher, Russell (Held in common with Hauch, Edward and Warren, Clyde) (Transferred to California Domestic Water Company)	19.00 <u>-19.00</u> 0.00	0.00961 <u>-0.00961</u> 0.00000
Frank F. Pellissier & Sons, Inc. (Transferred to Faix, Inc.)	0.00	0.00000
Fruit Street Water Company (Transferred to: Gifford, Brooks, Jr., City of La Verne)	207.00 -101.29 <u>-105.71</u> 0.00	0.10474 -0.05125 <u>-0.05349</u> 0.00000
Garnier, Anton C. and Anita, Family Trust (Successor to: South Covina Water Service Garnier, Camille A., Deceased, Estate of Garnier, Janus)	203.00 8.30 <u>3.00</u> 214.30	0.10271 0.00420 <u>0.00152</u> 0.10843

Amended Exhibit "D"
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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Garnier, Camille A., Deceased, Estate of		
(Successor to South Covina Water Service)	83.30	0.04215
(Transferred to:		
The Ruth Elaine Ailor Garnier Trust	-41.70	-0.02110
The George Wayne and Alexis June Graveline Trust	-8.30	-0.00420
The Anton C. and Anita Garnier Family Trust	-8.30	-0.00420
Janus Garnier	-8.30	-0.00420
The Bandel Family Trust)	<u>-16.70</u>	<u>-0.00845</u>
	0.00	0.00000
Garnier, Janus		
(Successor to:		
Garnier, Camille A., Deceased, Estate of)	8.30	0.00420
South Covina Water Service)	203.00	0.10272
(Transferred to:		
George Wayne and Alexis June Graveline Trust	-5.30	-0.00268
The Anton C. and Anita Garnier Family Trust	-3.00	-0.00152
Cadway, Inc.)	<u>-203.00</u>	<u>-0.10272</u>
	0.00	0.00000
Garnier, Ruth Elaine Ailor, Trust		
(Successor to Garnier, Camille A., Deceased, Estate of)	<u>41.70</u>	<u>0.02110</u>
	41.70	0.02110
Gifford, Brooks, Jr.		
(Successor to:		
Fruit Street Water Co.,	101.29	0.05125
Mission Gardens Mutual Water Company)	96.96	0.04906
(Transferred to City of Whittier)	<u>-198.25</u>	<u>-0.10031</u>
	0.00	0.00000
Gilkerson, Frank B.	--	--
(Formerly part of Covell, et al.)		
(Transferred interest in Covell, et al. to Jobe, Darr)		
Glendora Unified High School District	99.00	0.05009
(Transferred to City of Glendora)	<u>-99.00</u>	<u>-0.05009</u>
	0.00	0.00000

Amended Exhibit "D"

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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Goedert, Lillian E.		
(See Covell, et al.)		
(Successor to Covell, et al.)	9.26	0.00468
(Transferred to Covina Irrigating Co.)	<u>-7.00</u>	<u>0.00354</u>
	2.26	0.00114
Goedert, Marion W.		
(See Covell, et al.)	--	--
Graham, William		
(Formerly part of Covell, et al.)	--	--
(Transferred interest in Covell, et al. to Jobe, Darr)		
Graveline, George Wayne and Alexis June, Trust		
(Successor to:		
South Covina Water Service)	203.00	0.10271
Garnier, Camille A., Deceased, Estate of	8.30	0.00420
Garnier, Janus)	5.30	0.00268
(Transferred to California Domestic Water Co.)	<u>-216.60</u>	<u>-0.10959</u>
	0.00	0.00000
Green, Walter		
	71.70	0.03628
Grizzle, Lissa B.		
(Held in common with Grizzle, Mervin A.;	184.00	0.09310
Wilson, Harold R.; Wilson, Sarah C.)		
(Transferred to City of Whittier)	<u>-184.00</u>	<u>-0.09310</u>
	0.00	0.00000
Grizzle, Mervin A.		
(See Grizzle, Lissa B.)	--	--
Hansen, Alice		
	0.75	0.00038
Hanson Aggregates West, Inc.		
(Successor to:		
Livingston-Graham, Inc.	1,824.40	0.92312
Sully-Miller Contracting Company)	<u>489.77</u>	<u>0.24782</u>
	2,314.17	1.17094

Amended Exhibit "D"
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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Hartley, David	0	0
Hauch, Edward (See Fisher, Russell)	--	--
Hemlock Mutual Water Company	166.00	0.08399
Hollenbeck Street Water Company (Transferred to Suburban Water Systems)	646.39 <u>-646.39</u> 0.00	0.32706 <u>-0.32706</u> 0.00000
Hughes Development Corporation (Successor to Base Line Water Company) (Transferred to: San Gabriel County Water District San Gabriel County Water District)	430.20 -400.00 <u>-30.20</u> 0.00	0.21767 -0.20239 <u>-0.01528</u> 0.00000
Hunter, Lloyd F. (Successor to Wade, R.) (Transferred to Covina Irrigating Company)	4.40 <u>-4.40</u> 0.00	0.00223 <u>-0.00223</u> 0.00000
Hydro-Conduit Corporation	0	0
Industry Waterworks System, City of (Successor to Cross Water Company)	<u>1,103.00</u> 1,103.00	<u>0.55810</u> 0.55810
Industry Properties, Ltd. (Successor to A & E Plastik Pak Co., Inc.) (Transferred to California Domestic Water Co.)	73.50 <u>-73.50</u> 0.00	0.03719 <u>-0.03719</u> 0.00000
Irwindale, City of (Successor to United Concrete Pipe Corporation)	<u>376.00</u> 376.00	<u>0.19025</u> 0.19025
J.F. Isbell Estate, Inc. (Transferred to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne)	8.36 <u>-8.36</u> 0.00	0.00423 <u>-0.00423</u> 0.00000

Amended Exhibit "D"
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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Jerris, Helen (See Polopolus, et al)	--	--
Jobe, Darr (Formerly part of Covell, et al.) (Successor to: Gilkerson, Frank B. interest in Covell, et al. Graham, William interest in Covell, et al.) (Transferred interest in Covell et al. to Tate, Phillip G. and Sieglinde A.)	--	--
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	0.18974
	<u>62.50</u>	<u>0.03162</u>
	437.50	0.22136
Kirklen, Dawn L. (See Kirklen Family Trust)	--	--
Kirklen, William R. (See Kirklen, Dawn L.)	--	--
Kiyan Farms (Formerly Kiyan, Hideo) (Transferred to West Covina Venture, Ltd.)	30.00	0.01518
	<u>-30.00</u>	<u>-0.01518</u>
	0.00	0.00000
Kiyan, Hideo (See Kiyan Farms) (Held in common with Kiyan, Hiro)	--	--
Kiyan, Hiro (See Kiyan, Hideo)	--	--
Knight, Kathryn M. (Successor to Knight, William R.)	<u>227.88</u>	<u>0.11530</u>
	227.88	0.11530

Amended Exhibit "D"

D - 13

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Knight, William R. (Transferred to Knight, Kathryn M.)	227.88 <u>-227.88</u> 0.00	0.11530 <u>-0.11530</u> 0.00000
Lakin, Kelly R. (See Covell, et al.) (Successor to Covell, et al.) (Transferred to: Covina Irrigating Co. Covina Irrigating Co.)	9.26 -6.03 <u>-3.23</u> 0.00	0.00468 -0.00305 <u>-0.00163</u> 0.00000
Lakin, Kendall R. (See Covell, et al.)	--	--
Landeros, John	0.75	0.00038
La Grande Source Water Company (Transferred to Suburban Water Systems)	0	0
Lang, Frank (Transferred to San Dimas-La Verne Recreational Facilities Authority)	0	0
La Puente Cooperative Water Company (Transferred to Suburban Water Systems)	1,210.90 <u>-1,210.90</u> 0.00	0.61270 <u>-0.61270</u> 0.00000
La Puente Valley County Water District (Successor to El Encanto Properties)	1,097.00 <u>33.40</u> 1,130.40	0.55507 <u>0.01690</u> 0.57197
La Verne, City of (Successor to Fruit Street Water Co.) (Transferred to Covina Irrigating Co.)	250.00 105.71 <u>-355.71</u> 0.00	0.12650 0.05349 <u>-0.17999</u> 0.00000
Lee, Paul M. and Ruth A.; Nasmyth, Virginia; Nasmyth, John	0	0

Amended Exhibit "D"
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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Little John Dairy	0	0
Livingston-Graham, Inc. (Transferred to Hanson Aggregates West, Inc.)	1,824.40 <u>-1,824.40</u> 0.00	0.92312 <u>-0.92312</u> 0.00000
Los Flores Mutual Water Company (Transferred to City of Monterey Park)	26.60 <u>-26.60</u> 0.00	0.01346 <u>-0.01346</u> 0.00000
Loucks, David	3.00	0.00152
Lovelady, June G., Trustee (Successor to White, June G., Trustee of the June G. White Share of the Garnier Trust)	<u>185.50</u> 185.50	<u>0.09386</u> 0.09386
Manning Bros. Rock & Sand Co. (Transferred to Conrock Company)	328.00 <u>-328.00</u> 0.00	0.16596 <u>-0.16596</u> 0.00000
Maple Water Company (Transferred to Southwest Water Co.)	118.50 <u>-118.50</u> 0.00	0.05996 <u>-0.05996</u> 0.00000
Martinez, Frances Mercy (Held in common with Martinez, Jaime)	0.75	0.00038
Martinez, Jaime (See Martinez, Frances Mercy)	--	--
Massey-Ferguson Company	0	0
McIntyre, William (Successor to West Covina Venture, Ltd.) (Transferred to Canyon Water Company)	30.00 <u>-1.00</u> 29.00	0.01518 <u>-0.00051</u> 0.01467

Amended Exhibit "D"
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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Miller Brewing Company	111.01	0.05617
(Successor to:		
Maechtlen, Estate of J.J.	151.50	0.07666
Phillips, Alice B., et al.	50.00	0.02530
South Covina Water Company	300.00	0.15180
Woodland Farms, Inc.	919.50	0.46526
Woodland, Richard)	<u>840.50</u>	<u>0.42528</u>
	2,372.51	1.20047
Mission Gardens Mutual Water Company	96.96	0.04906
(Transferred to Gifford, Brooks, Jr.)	<u>-96.96</u>	<u>-0.04906</u>
	0.00	0.00000
Modern Accent Corporation		
(Successor to Crocker National Bank,	256.86	0.12997
Executor of the Estate of A. V. Handorf)		
(Transferred to California Domestic Water Co.)	<u>-256.86</u>	<u>-0.12997</u>
	0.00	0.00000
Monterey Park, City of	6,677.48	3.37870
(Successor to Los Flores Mutual Water Co.)	<u>26.60</u>	<u>0.01346</u>
	6,704.08	3.39216
Murphy Ranch Mutual Water Company	223.23	0.11295
(Transferred to Southwest Suburban Water)	<u>-223.23</u>	<u>-0.11295</u>
	0.00	0.00000
Namimatsu Farms	196.00	0.09917
(Transferred to California Cities Water Company)	<u>-196.00</u>	<u>-0.09917</u>
	0.00	0.00000
Nick Tomovich & Sons	0.02	0.00001
Nicholson Trust		
(Successor to Beverly Acres Mutual	43.00	0.02176
Water Users' Association)		
(Transferred to:		
Nicholson Family Trust	-7.00	-0.00354
Nicholson Trust, Helene S.)	<u>-12.00</u>	<u>-0.00607</u>
	24.00	0.01215

Amended Exhibit "D"

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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Nicholson Family Trust (Successor to Nicholson Trust)	<u>7.00</u> 7.00	<u>0.00354</u> 0.00354
Nicholson Trust, Helene S. (Successor to Nicholson Trust)	<u>12.00</u> 12.00	<u>0.00607</u> 0.00607
New Owl Rock Products (Successor to Owl Rock Products Co.) (Transferred to Robertson's Ready Mix, Ltd.)	715.60 <u>-715.60</u> 0.00	0.36208 <u>-0.36208</u> 0.00000
No. 17 Walnut Place Mutual Water Co. (Transferred to San Gabriel Valley Water Co.)	21.50 <u>-21.50</u> 0.00	0.01088 <u>-0.01088</u> 0.00000
Orange Production Credit Association	0	0
Owl Rock Products Co. (Transferred to New Owl Rock Products Co.)	715.60 <u>-715.60</u> 0.00	0.36208 <u>-0.36208</u> 0.00000
Pacific Rock & Gravel Co. (Transferred to: City of Whittier, Rose Hills Memorial Park Association)	408.00 -208.00 <u>-200.00</u> 0.00	0.20644 -0.10524 <u>-0.10120</u> 0.00000
Park Water Company (Transferred to Valley County Water District)	184.01 <u>-184.01</u> 0.00	0.09311 <u>-0.09311</u> 0.00000
Parton Family Trust (Successor to Via, H., Trust of)	<u>46.20</u> 46.20	<u>0.02338</u> 0.02338
Penn, Margaret (See Polopolus, et al.)	--	--
Pico County Water District	0.75	0.00038

Amended Exhibit "D"
D - 17

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Polopolus, John (See Polopolus, et al.)	--	--
Polopolus, et al. (Successor to Polopolus, Steve) (Held in common with Chronis, Christine; Jerris, Helen; Penn, Margaret; & Polopolus, John)	<u>22.50</u> 22.50	<u>0.01138</u> 0.01138
Polopolus, Steve (Transferred to Polopolus, et al.)	22.50 <u>-22.50</u> 0.00	0.01138 <u>-0.01138</u> 0.00000
Rados, Alexander (Held in common with Rados, Stephen and Rados, Walter)	43.00	0.02176
Rados, Stephen (See Rados, Alexander)	--	--
Rados, Walter (See Rados, Alexander)	--	--
Richwood Mutual Water Company (Transferred to San Gabriel Valley Water Company)	192.60 <u>-192.60</u> 0.00	0.09745 <u>-0.09745</u> 0.00000
Rincon Ditch Company (Transferred to Workman Mill Investment Company)	628.00 <u>-628.00</u> 0.00	0.31776 <u>-0.31776</u> 0.00000
Rincon Irrigation Company (Transferred to Workman Mill Investment Company)	314.00 <u>-314.00</u> 0.00	0.15888 <u>-0.15888</u> 0.00000
Rio Hondo Memorial Foundation, The (Formerly Rose Hills Foundation, The) (See Rose Hills Foundation, The)	--	--
Rittenhouse, Catherine (Transferred to Covell, Ralph)	0	0

Amended Exhibit "D"

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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Rittenhouse, James (Transferred to Covell, Ralph)	0	0
Robertson's Ready Mix, Ltd. (Successor to New Owl Rock Products) (Transferred to San Gabriel County Water District)	715.60 <u>-715.60</u> 0.00	0.36208 <u>0.36208</u> 0.00000
Rose Hills Memorial Park Association (See Rose Hills Foundation, The)	--	--
Rose Hills Foundation, The (Formerly Rose Hills Memorial Park Association) (See Rio Hondo Memorial Foundation, The) (Formerly Rio Hondo Memorial Foundation, The) (Successor to Pacific Rock & Gravel Co.) (Transferred to: Workman Mill Investment Co. Workman Mill Investment Co.)	594.00 200.00 -594.00 <u>-200.00</u> 0.00	0.30055 0.10120 -0.30055 <u>-0.10120</u> 0.00000
Rosemead Development, Ltd. (Successor to Thompson, Earl W.)	<u>1.00</u> 1.00	<u>0.00051</u> 0.00051
Rurban Homes Mutual Water Company	217.76	0.11018
Ruth, Roy	0.75	0.00038
San Dimas Golf Inc. DBA Via Verde County Club	0	0
San Dimas-La Verne Recreational Facilities Authority (Successor to Lang, Frank) (Transferred to Kirklen, Dawn L. and William R.)	62.50 <u>-62.50</u> 0.00	0.03162 <u>-0.03162</u> 0.00000
San Gabriel Country Club	286.10	0.14476

Amended Exhibit "D"
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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
San Gabriel County Water District	4,250.00	2.15044
(Successor to:		
Hughes Development Corporation	400.00	0.20239
Hughes Development Corporation	30.00	0.01528
Robertson's Ready Mix, Ltd.)	<u>715.60</u>	<u>0.36208</u>
	5,395.80	2.73019
San Gabriel Valley Municipal Water District	0	0
San Gabriel Valley Water Company	16,659.00	8.42920
(Successor to:		
Vallecito Water Co.	2,867.00	1.45066
No. 17 and Walnut Place Mutual Water Co.	21.50	0.01088
Cedar Avenue Mutual Water Company	121.10	0.06127
Beverly Acres Mutual Water Company	50.00	0.02530
Richwood Mutual Water Company)	<u>192.60</u>	<u>0.09745</u>
	19,911.20	10.07476
Sawpit Farms, Limited	173.00	0.08754
(Transferred to:		
Eckis, Rollin	-123.00	-0.06224
Doyle and Madruga)	<u>-50.00</u>	<u>-0.02530</u>
	0.00	0.00000
Schneiderman, Alan	--	--
(See Birenbaum, Max)		
Schneiderman, Lydia	--	--
(See Birenbaum, Max)		
Security Pacific National Bank	38.70	0.01958
Co-Trustee for the Estate of Winston F. Stoody		
(See Stoody, Virginia A.)		
(Transferred to City of Whittier)	<u>-38.70</u>	<u>-0.01958</u>
	0.00	0.00000
Sierra La Verne Country Club	0	0
Sierra Madre, City of	0	0

Amended Exhibit "D"
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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Sloan Ranches	129.60	0.06558
(Transferred to Cadway, Inc.)	<u>-129.60</u>	<u>-0.06558</u>
	0.00	0.00000
Smith, Charles	0	0
Snyder, Esther		
(Successor to Covell, et al.)	18.51	0.00937
(Transferred to Azusa Associates, LLC)	<u>-18.51</u>	<u>-0.00937</u>
	0.00	0.00000
Snyder, Harry	--	--
(See Covell, et al.)		
Sonoco Products Company	311.60	0.15766
South Covina Water Service	992.30	0.50209
(Transferred to:		
Miller Brewing Company	-300.00	-0.15180
The Anton C. and Anita Garnier Family Trust	-203.00	-0.10271
The George Wayne and Alexis June Graveline Trust	-203.00	-0.10271
The Estate of Camille A. Garnier, Deceased	- 83.30	-0.04215
Garnier, Janus)	<u>-203.00</u>	<u>-0.10272</u>
	0.00	0.00000
Southdown, Inc.	--	--
(Formerly AZ-Two, Inc.)		
Southern California Edison Company	155.25	0.07855
(Successor to Associated Southern Investment Co.)	<u>16.50</u>	<u>0.00835</u>
	171.75	0.08690
Southern California Water Company, San Gabriel Valley District	5,773.00	2.92105
South Pasadena, City of	3,567.70	1.80520
Southwest Suburban Water	--	--
(See Suburban Water Systems)		

Amended Exhibit "D"
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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Southwest Water Company (Successor to Maple Water Company)	<u>118.50</u> 118.50	<u>0.05996</u> 0.05996
Southwestern Portland Cement Company (Successor to Azusa Western, Inc.) (Transferred to American Sheds, Inc.)	742.00 <u>-742.00</u> 0.00	0.37544 <u>-0.37544</u> 0.00000
Speedway 605, Inc.	0	0
Standard Oil Company of California (See Chevron, USA, Inc.)	--	--
Sterling Mutual Water Company	120.00	0.06072
Stoody, Virginia A., Co-Trustee for the Estate of Winston F. Stoody (See Security Pacific National Bank, Co-Trustee)	--	--
Suburban Water Systems (Formerly Southwest Suburban Water) (Successor to:	20,462.47	10.35370
Hollenbeck Street Water Company	646.39	0.32706
La Grande Source Water Company	1,078.00	0.54545
La Puente Cooperative Water Co.	1,210.90	0.61270
Valencia Valley Water Company	651.50	0.32965
Victoria Mutual Water Company,	469.60	0.23761
Cal Fin	118.10	0.05976
Murphy Ranch Mutual Water Co.)	<u>223.23</u>	<u>0.11295</u>
	24,860.19	12.57888
Sully-Miller Contracting Company (Successor to Blue Diamond Concrete Materials Division of The Flintkote Co.) (Transferred to:	1,399.33	0.70804
United Rock Products Corp.	-909.56	0.46022
Hanson Aggregates West, Inc.)	<u>-489.77</u>	<u>-0.24782</u>
	0.00	0.00000

Amended Exhibit "D"

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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Sunny Slope Water Company	2,228.72	1.12770
Tate, Phillip G. and Sieglinde A. (See Covell, et al.) (Successor to Jobe, Darr interest in Covell, et al.) (Successor to Covell, et al.)	57.83	0.02926
Taylor Herb Garden (Transferred to Covina Irrigating Company)	6.00 <u>-6.00</u> 0.00	0.00304 <u>-0.00304</u> 0.00000
Texaco, Inc.	50.00	0.02530
Thompson, Earl W. (Held in common with Thompson, Mary) (Transferred to Rosemead Development, Ltd.)	1.00 <u>-1.00</u> 0.00	0.00051 <u>-0.00051</u> 0.00000
Thompson, Mary (See Thompson, Earl W.)	--	--
Tyler Nursery	3.21	0.00162
United Concrete Pipe Corporation (Transferred to City of Irwindale)	376.00 <u>-376.00</u> 0.00	0.19025 <u>-0.19025</u> 0.00000
United Rock Products Corporation (Successor to Sully-Miller Contracting Co.)	<u>909.56</u> 909.56	<u>0.46002</u> 0.46002
USA Waste of California, Inc. (Successor to American Sheds, Inc.)	<u>742.00</u> 742.00	<u>0.37544</u> 0.37544
U.S. Pipe & Foundry Company (See United Concrete Pipe Corporation)		
Valencia Heights Water Company	861.00	0.43565

Amended Exhibit "D"
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PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Valencia Valley Water Company (Transferred to Suburban Water Systems)	651.50 <u>-651.50</u> 0.00	0.32965 <u>-0.32965</u> 0.00000
Vallecito Water Company (Transferred to San Gabriel Valley Water Company)	2,867.00 <u>-2,867.00</u> 0.00	1.45066 <u>-1.45066</u> 0.00000
Valley County Water District (Formerly Baldwin Park County Water District) (Successor to Park Water Company)	5,775.00 <u>184.01</u> 5,959.01	2.92206 <u>0.09311</u> 3.01517
Valley Crating Company	0	0
Valley View Mutual Water Company	616.00	0.31169
Via, H. (See Via, H., Trust of)	--	--
Via, H., Trust of (Successor to Via, H.) (Transferred to Parton Family Trust)	46.20 <u>-46.20</u> 0.00	0.02338 <u>-0.02338</u> 0.00000
Victoria Mutual Water Company (Transferred to Suburban Water Systems)	469.60 <u>-469.60</u> 0.00	0.23761 <u>-0.23761</u> 0.00000
Wade, R. (Transferred to Hunter, Lloyd F.)	4.40 <u>-4.40</u> 0.00	0.00223 <u>-0.00223</u> 0.00000
Ward Duck Company (See Woodland Farms, Inc.)	--	--
Warren, Clyde (See Fisher, Russell)	--	--
W.E. Hall Company	0.20	0.00010

Amended Exhibit "D"
D - 24

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
West Covina Venture, Ltd. (Successor to Kiyon Farms) (Transferred to McIntyre, William)	30.00 <u>-30.00</u> 0.00	0.01518 <u>-0.01518</u> 0.00000
White, June G., Trustee of the June G. White Share of the Garnier Trust (Successor to Denton, Kathryn W., Trustee for the San Jose Ranch Company) (Transferred to Lovelady, June G., Trustee)	185.50 <u>-185.50</u> 0.00	0.09386 <u>-0.09386</u> 0.00000
Whittier, City of (Successor to: Grizzle, Lissa B. Pacific Rock and Gravel Co. Security Pacific National Bank Co-Trustee for the Estate of Winston F. Stoodly El Monte Union High School District Gifford, Brooks, Jr. Birenbaum, Max)	7,620.23 184.00 208.00 38.70 16.20 198.25 <u>6.00</u> 8,271.38	3.85572 0.09310 0.10524 0.01958 0.00820 0.10031 <u>0.00304</u> 4.18519
Wigodsky, Bernard (See Birenbaum, Max)	--	--
Wigodsky, Estera (See Birenbaum, Max)	--	--
Wilmott, Erma M. (Formerly Comby, Erma M.)	0.75	0.00038
Wilson, Harold R. (See Grizzle, Lissa B.)	--	--
Wilson, Sarah C. (See Grizzle, Lissa B.)	--	--
Woodland Farms, Inc. (See 6W Farms, Inc.) (Formerly Ward Duck Company)	--	--

Amended Exhibit "D"
D - 25

PUMPER	PRESCRIPTIVE PUMPING RIGHT ACRE-FEET	PUMPER'S SHARE %
Woodland, Frederick G.	--	--
Woodland, Richard (Successor to Bahnsen and Beckman Industries, Inc.) (Transferred to Miller Brewing Company)	840.50 <u>-840.50</u> 0.00	0.42528 <u>-0.42528</u> 0.00000
Workman Mill Investment Company (Successor to: Rincon Ditch Company Rincon Irrigation Company Rose Hills Memorial Park Association Rose Hills Foundation, The)	628.00 314.00 594.00 <u>200.00</u> 1,736.00	0.31776 0.15888 0.30055 <u>0.10120</u> 0.87839
Totals for Exhibit "D"	155,402.31	78.63119
Totals for Exhibit "E"	42,232.12	21.36881
<u>GRAND TOTALS</u>	<u>197,634.43</u>	<u>100.00000</u>

Amended Exhibit "D"
D - 26

EXHIBIT "E"
TABLE SHOWING PRODUCTION
RIGHT OF EACH INTEGRATED PRODUCER
AS OF NOVEMBER 2000

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
Azusa Agricultural Water Company	1,000.00	1,732.20	0.87647
(Transferred to Azusa Valley Water Co.)	<u>-830.00</u>	<u>-1,437.73</u>	<u>-0.72747</u>
	170.00	294.47	0.14900
Azusa Foot-Hill Citrus Water Company	718.50	0.00	0.00000
(Transferred to Monrovia Nursery Company)	<u>-718.50</u>	<u>-0.00</u>	<u>-0.00000</u>
	0.00	0.00	0.00000
Azusa Valley Water Company	2,422.00	8,274.00	4.18652
(Successor to: Azusa Agricultural Water Co.)	<u>830.00</u>	<u>1,437.73</u>	<u>0.72747</u>
	3,252.00	9,711.72	4.91399
California-American Water Company	1,672.00	3,649.00	1.84634
(Duarte System)			
California Cities Water Company	--	--	--
(See Southern California Water Company, San Dimas District)			
Covina Irrigating Company	2,514.00	4,140.00	2.09478
(Successor to:			
City of Covina		1,734.00	0.87737
City of Covina		300.00	0.15179
Taylor Herb Garden		6.00	0.00304
La Verne, City of		355.71	0.17999
Davidson Optronics, Inc.		22.00	0.01113
Goedert, Lillian		7.00	0.00354
Lakin, Kelly R.		6.03	0.00305
Hunter, Lloyd F.		4.40	0.00223
Lakin, Kelly R.		<u>3.23</u>	<u>0.00163</u>
	2,514.00	6,578.37	3.32855

Exhibit "E"
E - 1

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
Glendora, City of	17.00	8,258.00	4.17842
(Successor to:			
Maechtlen, Estate of J. J.		150.00	0.07590
Maechtlen, Trust of P.A.		50.00	0.02530
Ruebhausen, Arline	18.34		
Glendora Unified High School District)		<u>99.00</u>	<u>0.05009</u>
	35.34	8,557.00	4.32971
Los Angeles, County of	310.00	3,721.30	1.88292
Maechtlen, Estate of J.J.	0	301.50	0.15256
(Transferred to:			
City of Glendora		-150.00	-0.07590
Miller Brewing Company		<u>-151.50</u>	<u>-0.07666</u>
	0	0.00	0.00000
Maechtlen, Trust of J.J	1.49	0.00	0.00000
(Transferred to Otting, David;			
Otting, Larry; and Webster, Scott)	-1.49	0.00	0.00000
(Successor to Otting, David:			
Otting, Larry; and Webster, Scott)	1.49	0.00	0.00000
(Transferred to Nikowitz, et al.)	<u>-1.49</u>	<u>0.00</u>	<u>0.00000</u>
	0.00	0.00	0.00000
Maechtlen, Trust of P.A.	0.50	100.50	0.05085
(Transferred to:			
City of Glendora		50.00	-0.02530
Alice B. Phillips, et al.)	<u>-0.50</u>	<u>-50.50</u>	<u>-0.02555</u>
	0.00	0.00	0.00000
The Metropolitan Water District of Southern California	9.59	165.00	0.08349
Monrovia, City of	1,098.00	5,042.22	2.55129
(Successor to:			
Eckis, Rollin		123.00	0.06224
Arcadia, City of)		<u>951.00</u>	<u>0.48119</u>
	1,098.00	6,116.22	3.09472

Exhibit "E"

E - 2

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
Monrovia Nursery Company	239.50	0.00	0.00000
(Successor to Azusa Foot-Hill Citrus Co.)	<u>718.50</u>	<u>0.00</u>	<u>0.00000</u>
	958.00	0.00	0.00000
Nikowitz, et al.			
(Successor to Maechtlen, Trust of J.J.)	<u>1.49</u>	<u>0.00</u>	<u>0.00000</u>
(Held in common with Nikowitz, Sheryl M. and Walter P.; Pellegrino, Mark and Roxanne; Verdegem, Thomas and Sandra B.)	1.49	0.00	0.00000
Otting, David; Otting, Larry and Webster, Scott			
(Successor to Maechtlen, Trust of J.J.)	1.49	0.00	0.00000
(Transferred to Maechtlen, Trust of J.J.)	<u>-1.49</u>	<u>-0.00</u>	<u>-0.00000</u>
	0.00	0.00	0.00000
Phillips, Alice B., et al.			
(Successor to Trust of P.A. Maechtlen)	0.50	50.50	0.02555
(Transferred to Miller Brewing Company)	<u>0.50</u>	<u>-50.00</u>	<u>-0.02530</u>
		0.50	0.00025
Southern California Water Company, San Dimas District	500.00	3,242.53	1.64067
(Formerly California Cities Water Company)			
(Successor to Namimatsu Farms)	<u>500.00</u>	<u>196.00</u>	<u>0.09917</u>
		3,438.53	1.73984
TOTAL for Exhibit "E"	10,520.92	42,232.12	21.36881

Exhibit "E"

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EXHIBIT "F"

**TABLE SHOWING
SPECIAL CATEGORY RIGHTS**

PARTY

NATURE OF RIGHT

The Metropolitan Water District
of Southern California

- (a) Morris Reservoir Storage and Withdrawal
A right to divert, store and use San Gabriel
River Water, pursuant to Permit No.
7174.
- (b) Prior and paramount right to divert 72
acre-feet annually to offset Morris
Reservoir evaporation and seepage
losses and to provide the water supply
necessary for presently existing
incidental Morris Dam facilities.

Los Angeles County Flood
Control District (now Los Angeles
County Department of Public Works)

Puddingstone Reservoir
Prior Prescriptive right to divert
water from San Dimas Wash for storage in
Puddingstone Reservoir in quantities
sufficient to offset annual evaporation
and seepage losses of the reservoir at
approximate elevation 942.

EXHIBIT "G"

**TABLE SHOWING
NON-CONSUMPTIVE USERS**

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

Exhibit "G"
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EXHIBIT "H"
WATERMASTER OPERATING CRITERIA

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

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

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

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

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

- (a) The replenishment of ground water from sources of supplemental water should not cause excessively high levels of ground water and such replenishment should not cause undue waste of local water supplies.
- (b) Certain areas within the Basin are not at the present time capable of being recharged with supplemental water. Efforts should be made to provide protection to such areas

Exhibit "H"
H - 1

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

Exhibit “H”
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remaining Responsible Agencies which are the most beneficial and appropriate sources; provided, however, that a Responsible Agency shall not authorize any sale of water in violation of the California Constitution.

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

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

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

Exhibit "H"
H - 3

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

Exhibit "J"

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

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

B. DEFINITIONS AND EXHIBITS

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

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

(b) Base Underflow. The underflow through

Exhibit "J"

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

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

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

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

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

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

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

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

Exhibit "J"

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

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

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

Exhibit "J"

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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, ROTHROCK & MANN

By *Charles P. Hush*
Attorneys for Puente Agency

PUENTE BASIN AGENCY

By *[Signature]*
EDMUND M. BIEDERMAN
President

Approved as to form:

By *Walter B. Arden*
Attorney for Upper District

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

By *Howard H. Hawkins*
Howard H. Hawkins
President

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

Approved as to form:

[Signature]
Attorney for Walnut District

WALNUT VALLEY WATER DISTRICT

By *[Signature]*
P. BOURDET
Vice President

Approved as to form:

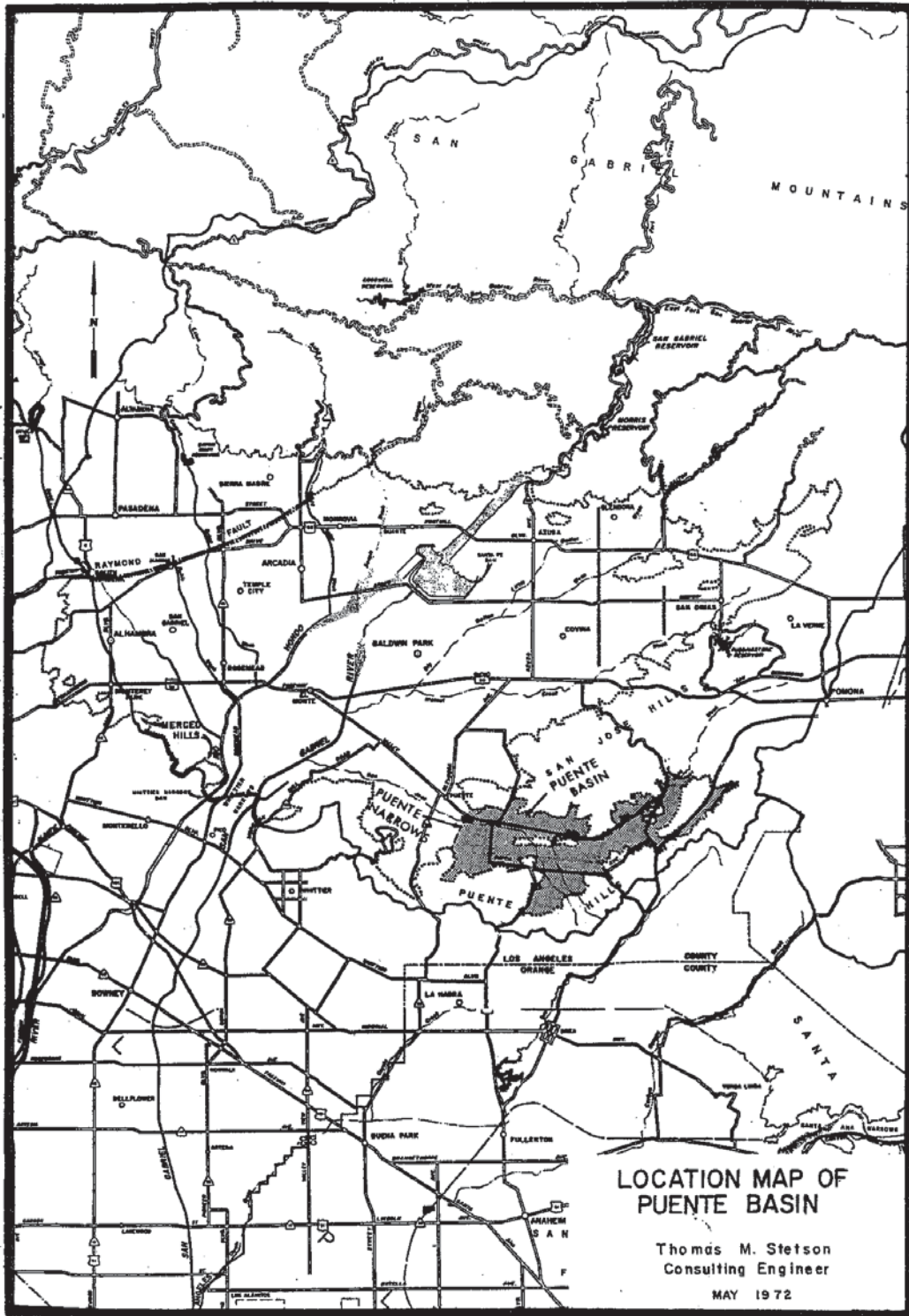
[Signature]
Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

By *[Signature]*
President
Wm. A. Scannous

Exhibit "J"

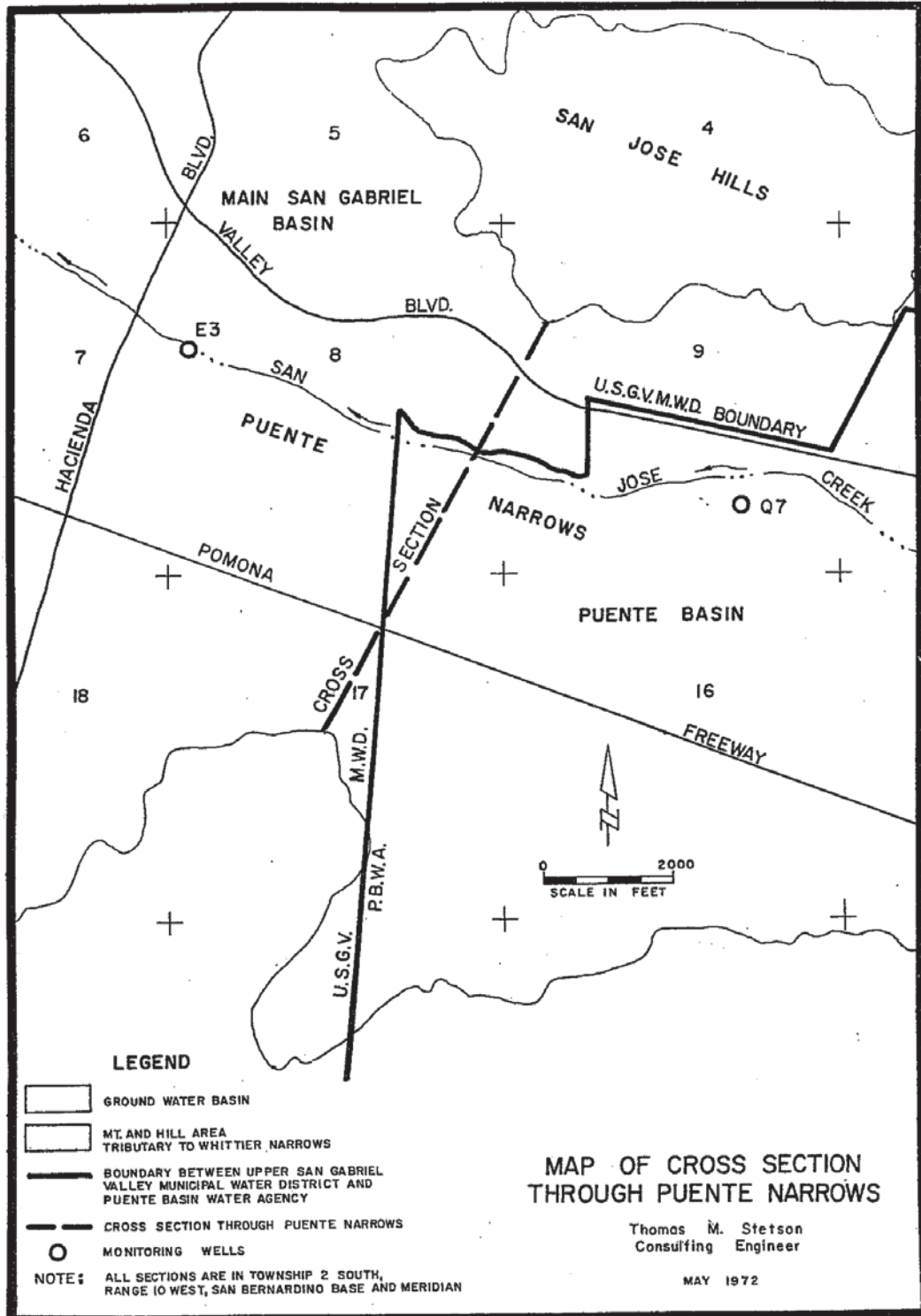
J - 8



**LOCATION MAP OF
PUENTE BASIN**

Thomas M. Stetson
Consulting Engineer
MAY 1972

APPENDIX **A**
EXHIBIT **J**
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APPENDIX "B"
EXHIBIT "J"
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ENGINEERING CRITERIA

APPENDIX "C"

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

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

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

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

APPENDIX "C"

Exhibit "J"

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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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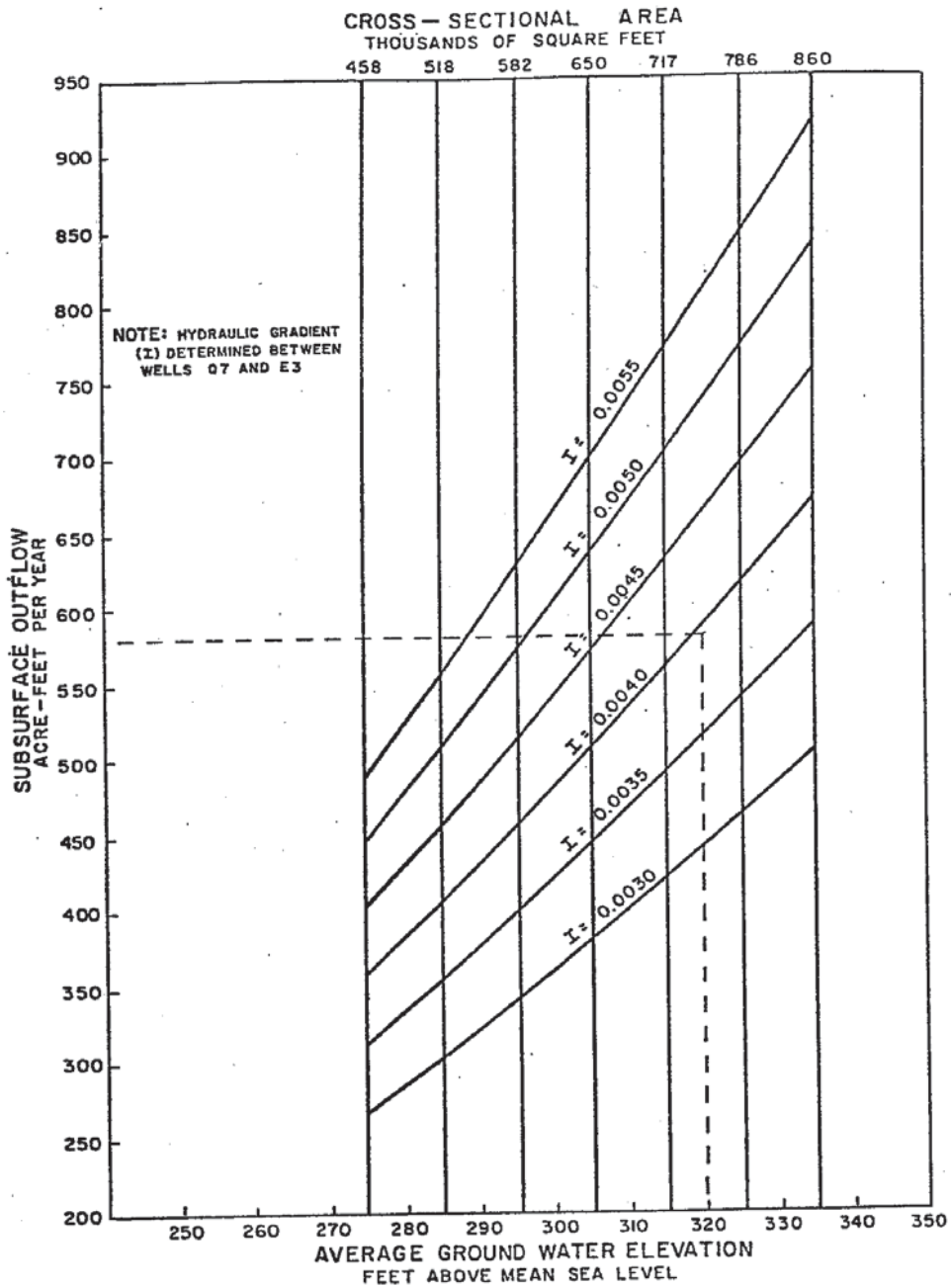


EXHIBIT "K"
OVERLYING RIGHTS

I. NATURE OF OVERLYING RIGHT

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

II. OVERLYING LANDS (Description)

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

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

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

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

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

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

Exhibit "K"
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OWNER PRODUCERS

BROOKS GIFFORD, SR.
BROOKS GIFFORD, JR.
PAUL MNOIAN
JOHN MGRDICHIAN
J. EARL GARRETT

CONSUMPTIVE USE PORTION

3.5 acre-feet per year

Present User:
Nu-Way Industries

PRODUCERS UNDER LICENSE

A. WILLIAM C. THOMAS
and EVELYN F. THOMAS,
husband and wife, and
MALCOLM K. GATHERER
and JACQUELINE GATHERER,
husband and wife, doing business
by and through B & B
REDI-I-MIX CONCRETE,
INC., a corporation

45.6 acre-feet per year

B. PRE-STRESS CRANE RIGGING &
TRUCK CO., INC.,
a corporation

1.0 acre-foot per year

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

TOTAL 50.1 acre-feet per year

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

183.65 acre-feet

Exhibit "K"
K - 2

EXHIBIT "L"

LIST OF PRODUCERS AND OTHER PARTIES AND THEIR DESIGNEES
Amended as of November 2000

Producers and Other Parties

Designee

6 W Farms, Inc.

Richard Woodland

Adams Ranch Mutual Water Company

Domenic Cimarusti

Alhambra, City of

Manny Magana

Amarillo Mutual Water Company

John Holzinger

American Sheds, Inc.

Jim Dodenhoff

Anderson Family Marital Trust

Helen Anderson

Andrade, Macario, et al.

Consuelo Andrade

Arcadia, City of

Pat Malloy

Attalla, Mary L.

Mary Attalla

AZ Two, Inc.

Richard Chamberlain

Azusa Agricultural Water Company

Chet Anderson

Azusa Associates, LLC

Scott Stowell

Azusa Valley Water Company

Chet Anderson

Azusa, City of

Chet Anderson

Bandel Family Trust

Candace Bandel

Banks, Gale C. and Vicki L.

Gale Banks

Baseline Water Company

Everette Hughes, Jr.

Beverly Acres Mutual Water Users' Association

Narda Wiltz

Burbank Development Company

Darrell Wright

Cadway, Inc.

James Byerrum

California Country Club

Jeffrey Pellissier

California Domestic Water Company

James Byerrum

California-American Water Company (Duarte System)

Benjamin Lewis, Jr.

California-American Water Company (San Marino System)

Benjamin Lewis, Jr.

Calmat Company

Gene Block

Canyon Water & Development Corporation

Chet Anderson

Canyon Water Company, Inc.

William McIntyre

Cedar Avenue Mutual Water Company

William Calhoun

Champion Mutual Water Company

Michael Felix

Chevron, U.S.A., Inc.

Cynthia Norris

Clayton Industries

Jackie Rhodes

Corcoran Brothers

Ray Corcoran

County Sanitation District #18 of Los Angeles

Charles Carry

Covell, et al.

Phillip Tate

Covell, Ralph

Ralph Covell

Exhibit "L"

L - 1

Producers and Other Parties

Covina Irrigating Company
Covina, City of
Crevolin, Andrew J. Trust
Crown City Plating Company

Davidson Optronics, Inc.
Dawes, Mary Kay
Del Rio Mutual Water Company
Doyle & Madruga
Driftwood Dairy
Dunning, George A.V.
Dunning, George A.V., Trust

East Pasadena Water Company, Ltd.
El Monte Cemetery Association
El Monte, City of
Everett, Alda B.

Faix, Ltd.

Garnier, Anton C. & Anita, Family Trust
Garnier, Janus
Garnier, Ruth Elaine Ailor, Trust
Gifford, Brooks Jr.
Glendora, City of
Goedert, Lillian
Graveline, George Wayne & Alexis June, Trust
Green, Walter

Hanson Aggregates West, Inc.
Hartley, David
Hemlock Mutual Water Company
Hill, Tevis
Hughes Development Corporation
Hunter, Lloyd

Industry Waterworks System, City of
Irwindale, City of

Kirklen Family Trust
Kiyon Farm
Knight, Kathryn M.

Designee

David De Jesus
Paul Philips
Andrew Crevolin
N. Gardner

James McBride
Mary Kay Dawesss
Gonzalo Galindo
A. Doyle
James Dolan
George Dunning
George Dunning

Colin Abrahamson
Linn Magoffin
Bryan Hellein
Alda Everett

Henri Pellissier

Anton Garnier
Janus Garnier
Renee Poivre
H. Senecal
Richard Cantwell
Lillian Goedert
Alexis Graveline
Walter Green

Robert Warburton
David Hartley
Robert McClung
Tevis Hill
Everett Hughes, Jr.
Lloyd Hunter

Philip Iriarte
Steve Blancarte

Dawn Kirklen
Hideo Kiyon
William Knight

Exhibit "L"
L - 2

Producers and Other Parties

La Puente Valley County Water District
La Verne, City of
Lakin, Kelly
Landeros, John
Livingston-Graham
Los Angeles, County of
Loucks, David
Lovelady, June G., Trustee

Maddock, A.G.
Maechtlen, Trust of J.J.
Maple Water Company, Inc.
Martinez, Frances or Jaime
McIntyre, William
Metropolitan Water District of Southern California
Miller Brewing Company
Monrovia Nursery
Monrovia, City of
Monterey Park, City of

New Owl Rock Products
Nicholson Family Trust, The
Nicholson Trust, Helene S., The
Nicholson Trust, The
Nikowitz, et al.

Orange Production Credit
Otting, David; Otting, Larry and Webster, Scott
Owl Rock Products

Park Water Company
Parton Family Trust, The
Pico County Water District
Polopolus, et al.

Queen of the Valley Hospital

Rados Brothers
Richwood Mutual Water Company
Rincon Ditch Company
Rincon Irrigating Company
Robertson's Ready Mix, Ltd.
Rose Hills Foundation, The
Rurban Homes Mutual Water Company

Designee

Michael Berlien
N. Kathleen Hamm
Kelly Lakin
John Landeros
Mark Long
Brian Hooper
David Loucks
June Lovelady

A.G. Maddock
Jack Maechtlen
Danny Diaz
Frances Martinez
William McIntyre
Nina Jazmadarian
Edward Beers
Miles Rosedale
David Fike
Walter Pease

Michael Broome
Michael Whitehead
Michael Whitehead
Michael Whitehead
Walter Nikowitz

G. Bolinger
Larry Otting
Rich Robertson

Kenneth Dodd
Marverna Parton
Robert Fuller
Christine Chronis

Jaii Grayson

Alexander Rados
Robert Lesheski
K.E. Nungesser
K.E. Nungesser
Rich Robertson
John Argue
George Bucey

Exhibit "L"
L - 3

Producers and Other Parties

Ruth, Roy

S.L.S. & N., Inc. (Peck Road Gravel Pit)
San Dimas Golf, Inc.
San Dimas-La Verne Recreational Facility Authority
San Gabriel Country Club
San Gabriel County Water District
San Gabriel Valley Municipal Water District
San Gabriel Valley Water Company
Sierra La Verne Country Club
Sierra Madre, City of
Sloan Ranches
Snyder, Esther
Sonoco Products Company
South Covina Water Service
South Pasadena, City of
Southdown, Inc. c/o Transit Mixed Concrete
Southern California Edison Company
Southern California Water Company San Dimas District
Southern California Water Company San Gabriel Valley District
Southwest Water Company
Southwestern Portland Cement Company
Standard Oil of California
Sterling Mutual Water Company
Suburban Water Systems
Sully-Miller Contracting Company
Sunny Slope Water Company

Tate, Phillip G. & Sieglinde A.
Taylor Herb Garden
Texaco, Inc.
Three Valleys Municipal Water District
Tomovich, Nick and Sons
Tyler Nursery

United Concrete Pipe Corporation
United Rock Products Corporation
Upper San Gabriel Valley MWD
USA Waste of California, Inc.

Valencia Heights Water Company
Valley County Water District
Valley View Mutual Water Company
Via, H., Trust of

Designee

Roy Ruth

John Schiller
Dal Lee
Donald Twomley
Cyrus Afshin
Charles Shaw
James Frei
Michael Whitehead
Donald Johnson
Charles Martin
Larry Sloan
Esther Snyder
S. Coker
Anton Garnier
Ronald Stowe
Brian Mastin
Joseph D'Amato
Jim Gallagher
Jim Gallagher
Leslie Ward-Cline
Richard Chamberlain
John Wild
Joy Burt
Reginald Stone
Robert Warburton
Michael Hart

Phillip Tate
Paul Taylor
Gary Chapman
Richard Hansen
Nick Tomovich
Fumiko Kishi

Doyle Wadley
Arnold Brink
E. Moseley
E. Hutton

P. Michalko
Mark Grajeda
Christel Campa
Marverna Parton

Exhibit "L"
L - 4

Producers and Other Parties

Vulcan Materials Company

W. E. Hall Company

West Covina Venture, Ltd., A California Limited Partnership

White, June G., Trustee

Whittier, City of

Wilmott, Erma M.

Woodland, Frederick G.

Woodland, Richard J.

Workman Mill Investment Company

Designee

Peter Chiu

Thomas Bunn, Jr.

W. Francke

June Lovelady

Leon Yehuda

Erma Wilmott

Richard Woodland

Richard Woodland

Bruce Lazenby

Exhibit "L"
L - 5

EXHIBIT "M"

WATERMASTER MEMBERS

FOR CALENDAR YEAR 1973

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

STAFF

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

FOR CALENDAR YEAR 1974

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

STAFF

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

Exhibit "M"
M - 1

FOR CALENDAR YEAR 1975

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

STAFF

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

FOR CALENDAR YEAR 1976

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

STAFF

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

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. MOELLER (Producer Member)
R.H. NICHOLSON, JR. (Producer Member)
WILLIAM M. WHITESIDE (Public Member)

STAFF

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

Exhibit "M"
M - 3

FOR CALENDAR YEAR 1979

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)
D.J. LAUGHLIN (Producer Member)**
TRAVIS L. MANNING (Public Member)
L.E. MOELLER (Producer Member)

STAFF

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

* Elected March 1979 to replace D.J. Laughlin, following his resignation.

** Resigned from Watermaster in February 1979.

Exhibit "M"
M - 4

FOR CALENDAR YEAR 1982

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

STAFF

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

FOR CALENDAR YEAR 1983

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

STAFF

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

Exhibit "M"
M - 6

FOR CALENDAR YEAR 1980

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

STAFF

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

FOR CALENDAR YEAR 1981

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

STAFF

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

Exhibit "M"
M - 5

FOR CALENDAR YEAR 1984

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

STAFF

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

FOR CALENDAR YEAR 1985

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

STAFF

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

Exhibit "M"
M - 7

FOR CALENDAR YEAR 1986

LINN E. MAGOFFIN (Producer Member), Chairman
R.H. NICHOLSON, JR. (Producer Member), Vice Chairman
ROBERT G. BERLIEN (Producer Member), Secretary
CONRAD T. REIBOLD (Public Member), Treasurer
ROBERT T. BALCH (Producer Member)
DONALD F. CLARK (Public Member)
L.E. MOELLER (Producer Member)
REGINALD A. STONE (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 1987

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
L.E. MOELLER (Producer Member), Secretary
ALFRED F. 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 "M"
M - 8

FOR CALENDAR YEAR 1988

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
L.E. MOELLER (Producer Member), Secretary
ALFRED F. 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 "M"
M - 9

FOR CALENDAR YEAR 1989

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
GERALD J. BLACK (Producer Member), Secretary
ALFRED F. 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. SHOLLENBERGER (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.

Exhibit "M"
M - 10

FOR CALENDAR YEAR 1990

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

STAFF

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

FOR CALENDAR YEAR 1991

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
GERALD J. BLACK (Producer Member), Secretary
NELS PALM (Producer Member), Treasurer
ROYALL K. BROWN (Public Member)
MARVIN JOE CICHY (Public Member)
EDWARD R. HECK (Producer Member)
C. ROBER KEISER (Public Member)
ANDREW A. KRUEGER (Producer Member)

STAFF

John E. Maulding, Executive Officer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 11

FOR CALENDAR YEAR 1992

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
GERALD J. BLACK (Producer Member), Secretary
NELS PALM (Producer Member), Treasurer
ROYALL K. BROWN (Public Member)
RICHARD W. CANTWELL (Producer Member)
BURTON E. JONES (Public Member)
C. ROBER KEISER (Public Member)
ANDREW A. KRUEGER (Producer Member)

STAFF

John E. Maulding, Executive Officer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1993

LINN E. MAGOFFIN (Producer Member), Chairman
REGINALD A. STONE (Producer Member), Vice Chairman
GERALD J. BLACK (Producer Member), Secretary
NELS PALM (Producer Member), Treasurer
RICHARD W. CANTWELL (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
ANDREW A. KRUEGER (Producer Member)
LEROY E. MOELLER (Public Member)

STAFF

John E. Maulding, Executive Officer
Frederic A. Fudacz, Attorney (Effective February 1993)
Ralph B. Helm, Attorney (Retired January 1993)
Thomas M. Stetson, Engineer

Exhibit "M"
M - 12

FOR CALENDAR YEAR 1994

LINN E. MAGOFFIN (Producer Member), Chairman*****
REGINALD A. STONE (Producer Member), Vice Chairman
RICHARD W. CANTWELL (Producer Member), Secretary***
STANLEY D. YARBROUGH (Producer Member), Treasurer
GERALD J. BLACK (Producer Member)*
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
MANNY J. MAGANA (Producer Member)
P. GEOFFREY NUNN (Producer Member)*****
LEROY E. MOELLER (Public Member)
MICHAEL L. WHITEHEAD (Producer Member)**

STAFF

John E. Maulding, Executive Officer****
Carol Williams, Executive Officer*****
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

* Mr. Black resigned from Watermaster on February 4, 1994
** Mr. Whitehead was nominated to Watermaster on March 2, 1994
*** Mr. Cantwell was elected as Watermaster Secretary on May 4, 1994
**** Mr. Maulding passed away on March 13, 1994
***** Ms. Williams was appointed Executive Officer on August 3, 1994
***** Mr. Magoffin resigned from Watermaster on August 3, 1994
***** Mr. Nunn was nominated to Watermaster on August 8, 1994

Exhibit "M"
M - 13

FOR CALENDAR YEAR 1995

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
JUDITH L. ALMOND (Producer Member)
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1996

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
JUDITH L. ALMOND (Producer Member)
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
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FOR CALENDAR YEAR 1997

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
JUDITH L. ALMOND (Producer Member)
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1998

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
JUDITH L. ALMOND (Producer Member)
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 15

FOR CALENDAR YEAR 1999

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
JAMES B. GALLAGHER (Producer Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2000

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
JAMES B. GALLAGHER (Producer Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

Exhibit "M"
M - 16

APPENDIX F

Puente Basin Judgment

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"Puente Basin Judgment"

PUENTE BASIN WATER AGENCY, a joint powers agency, et al.
 vs.
 (A): THE CITY OF INDUSTRY, a municipal corporation, et al.,

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

(Case No. C 369 220)

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

PUENTE BASIN WATER AGENCY, a) Case No. C 369 220
joint powers agency, et al.,)
Plaintiffs,) JUDGMENT
vs.)
(A): THE CITY OF INDUSTRY, a)
municipal corporation, et al.,)
Defendants.)

Recitals:

The original complaint herein was filed by plaintiffs on June 1, 1981. Certain defendants have been dismissed. Those defendants not dismissed are sometimes referred to hereinafter as "remaining defendants," and together with plaintiffs as "remaining parties."

The defaults of numerous defendants have been entered (see Exhibits D and E for names thereof).

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1 Each of the remaining defendants specifically named in
2 paragraph 9 hereof filed an answer denying the material allegations
3 of the complaint and asserting a right to pump water from Puente
4 Basin. Such defendants are referred to sometimes hereinafter as
5 "principal defendants," and together with plaintiffs other than
6 PUENTE BASIN WATER AGENCY as "principal parties." There has been
7 filed herein a "Stipulation for Judgment" signed by all principal
8 parties and plaintiff PUENTE BASIN WATER AGENCY.

9 Among said remaining defendants are certain ones de-
10 scribed and referred to hereinafter as "minimum water user defen-
11 dants," or the singular thereof. Each of such minimum water user
12 defendants has executed a "Stipulation and Acknowledgment of a
13 Defendant" which has been filed.

14 There are no remaining parties other than PUENTE BASIN
15 WATER AGENCY, principal parties, minimum water user defendants and
16 defaulted defendants. There is no remaining party who is not either
17 a stipulating party or defaulted. This Judgment is consistent with
18 all of the foregoing stipulations.

19 After due examination and consideration of the plead-
20 ings, said "Stipulation for Judgment" and other documents and
21 papers on file herein, it appears to the Court that:

22 (a) Principal parties and minimum water user defendants
23 or their successors-in-interest have substantially all of the
24 right, title and interest to pump groundwater from Puente Basin.

25 (b) There is a need for the declarations, determina-
26 tions and restrictions and limitations provided herein on the
27 production of water from Puente Basin by all remaining parties in
28 order to avoid undesirable results and adverse effects on Puente

1 Basin, and to protect the public's interests in the groundwater in
2 Puente Basin.

3 (c) The declarations, determinations, and orders em-
4 bodied in this Judgment constitute a feasible, equitable and just
5 resolution of the issues presented by the complaint and answers
6 thereto on file herein, and it will bring about a fair division of
7 the water supply of Puente Basin.

8 (d) On the basis of the "Stipulation for Judgment" filed
9 herein and the consent of all of said principal parties, it is in
10 the interest of justice and in furtherance of the water policy of
11 the State of California to proceed without trial and to make and
12 enter this Judgment.

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

15 1. Jurisdiction. The Court has jurisdiction of the subject
16 matter of this action and of all remaining parties.

17 2. Exhibits. The following Exhibits are set forth as a part
18 of this Judgment in paragraph 31 hereof:

19 Exhibit A -- Map of "Puente Basin" and "Puente Basin
20 Watershed," depicting Puente Narrows and containing ap-
21 propriate legends.

22 Exhibit B -- A metes and bounds description encompassing
23 Puente Basin Watershed.

24 Exhibit C -- A list entitled "Minimum Water User Defen-
25 dants."

26 Exhibit D -- A list entitled "Disclaiming Defendants
27 Stipulating to Entry of Default and Determination of No
28 Water Rights."

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Exhibit E -- A list entitled "Defendants Whose Default Has Been Entered Otherwise Than On the Basis of a Stipulation."

Exhibit F -- A copy of that certain written agreement dated May 8, 1972 and entitled "Puente Narrows Agreement."

Exhibit G -- Description of overlying land owned and/or leased by Golf Course Defendants as defined in Paragraph 9A(1).

Exhibit H -- Description of certain overlying land owned by defendants EDMUND F. AIREY and HELEN F. AIREY.

3. Definitions. As used in this Judgment, including the recitals and these definitions, the following terms shall have the meanings assigned to them:

"Annual pumping right" -- This means as to principal parties the party's quantitative share of operating safe yield for the year plus that party's imported return water credit if any, plus any authorized carry-over under paragraph 10A, less any reduction because of prior excess pumping.

"Base underflow" -- The quantity of water which under the "Puente Narrows Agreement" plaintiff Puente Basin Water Agency agreed to maintain as the underflow through Puente Narrows to the Main San Gabriel Basin and on which accrued debits and credits are to be calculated under that agreement.

"Declared safe yield" -- The quantity of water which can be extracted annually from the Puente Basin based on the long-term supply, under the set of cultural conditions and extraction patterns presently existing, without prospectively caus-

1 ing a continuing reduction of water in storage over a long-term
2 hydrologic cycle or other form of permanent damage to Puente
3 Basin as a source of groundwater for beneficial use. It
4 includes import return flow.

5 "Export" or "exporting" -- A conveyance by conduit or
6 otherwise to an area outside Puente Basin Watershed of ground-
7 water produced from Puente Basin.

8 "Golf Course Defendants" -- as defined in para-
9 graph 9A(1).

10 "Groundwater" -- Water beneath the surface of the ground
11 and within an identifiable zone of saturation.

12 "Groundwater basin" -- An interconnected, permeable,
13 geologic formation which is capable of holding and storing a
14 substantial amount of groundwater, and which constitutes a
15 common source of supply to those pumping therefrom.

16 "Import return water" -- Groundwater of Puente Basin
17 originating either from (a) water reclaimed from sewage water
18 whether or not the sewage water originated from water pumped
19 from Puente Basin or (b) water imported from a source outside
20 Puente Basin Watershed.

21 "Minimum water user defendant" -- Any defendant who has
22 a right to produce water from the Puente Basin, but not in
23 excess of three (3) acre-feet per year, as declared in para-
24 graph 8.

25 "Operating safe yield" -- The quantity of water which the
26 Watermaster determines hereunder may be produced by or on
27 behalf of the principal parties from the Puente Basin in a
28 particular water year after the effective date of this Judg-

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ment. Absent such a determination, it is the declared safe yield.

"Person" -- Includes any natural or artificial person, including but not limited to corporations, private or public, governmental entities, partnerships and Watermasters.

"Principal defendants" -- as defined in the recitals above.

"Principal parties" -- as defined in the recitals above.

"Public Agency Principal Parties" -- Plaintiffs WALNUT VALLEY WATER DISTRICT and ROWLAND WATER DISTRICT, and defendants CITY OF INDUSTRY and INDUSTRY URBAN-DEVELOPMENT AGENCY.

"Puente Basin" -- That certain groundwater basin underlying the area delineated and shown as Puente Basin on the map attached hereto as Exhibit A.

"Puente Basin Watershed" -- That certain area, including the area overlying the Puente Basin, which contributes water by gravity drainage to the supply of water available for production from Puente Basin, and which total area is delineated and shown as such on the map attached hereto as Exhibit A and the exterior boundaries of which are described in Exhibit B.

"Puente Narrows" -- The subsurface geologic constriction of the downstream boundary of Puente Basin, the location of which is shown on the map attached hereto as Exhibit A.

"Puente Narrows Agreement" -- Exhibit F -- That certain written agreement dated May 8, 1972, between plaintiff PUENTE BASIN WATER AGENCY and the Upper San Gabriel Valley Municipal Water District as the plaintiff in the "San Gabriel Basin

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Case," and approved and accepted by plaintiffs ROLAND WATER DISTRICT and WALNUT VALLEY WATER DISTRICT.

"Pump" or "pumping" -- The process of extracting groundwater from Puente Basin by any means.

"Pumper" -- A person who or which pumps water from Puente Basin.

"Remaining parties" -- as defined in the recitals above.

"Remaining defendants" -- as defined in the recitals above.

"San Gabriel Basin Case" -- Los Angeles Superior Court Case No. 924128, entitled "Upper San Gabriel Valley Municipal Water District vs. City of Alhambra, et al."

"Transfer" -- Any transfer, by whatever name, of all or any portion of a water right and whether voluntary, involuntary or by operation of law. It includes a "transfer" in perpetuity or of any lesser interest, such as a lease, and any contractual right of user, such as a license.

"Water" -- Unless the context clearly indicates otherwise, groundwater of Puente Basin.

"Year" or "annual" -- Unless the context clearly indicates otherwise, the period from July 1 through June 30 of the following calendar year.

4. Puente Basin. Underlying the area shown on Exhibit A hereto as Puente Basin there is and has been from time immemorial, a certain groundwater basin which is referred to herein as Puente Basin.

5. Import Return Water. As early as 1956 and continuing each and every year thereafter, plaintiff ROWLAND WATER DISTRICT and

1 plaintiff WALNUT VALLEY WATER DISTRICT, and each of them, have
2 caused water to be imported into Puente Basin Watershed and to be
3 delivered to their customers. Said imported water has been de-
4 livered and applied for municipal and industrial uses within Puente
5 Basin Watershed and for irrigation on lands overlying Puente Basin.

6 Such use and application of imported water has resulted
7 in, does result in, and will continue to result in, import return
8 water. Such import return waters have become a part of the declared
9 safe yield of Puente Basin. Defendants CITY OF INDUSTRY and
10 INDUSTRY URBAN-DEVELOPMENT AGENCY may in the future cause water to
11 be imported into Puente Basin Watershed and used in and applied to
12 lands overlying Puente Basin Watershed. No party has any right to
13 pump based upon import return water except as set forth in para-
14 graphs 9B and 10A, or as a part of its share of operating safe yield.

15 6. Declared Safe Yield. The safe yield of Puente Basin is
16 declared and determined to be 4400 acre-feet per year.

17 7. No Rights in Remaining Parties Except as Decreed. None
18 of the remaining parties is the owner of or has any right to pump
19 groundwater from Puente Basin, except as herein affirmatively
20 determined and declared.

21 8. Limited Pumping Rights of "Minimum Water User Defen-
22 dants." Each defendant whose name is included on the list attached
23 hereto as Exhibit C, entitled "Minimum Water User Defendants," has
24 the right to produce or extract from Puente Basin each year for
25 beneficial use up to but not in excess of three (3) acre-feet of
26 water per annum. Where two or more names are listed together they
27 are one defendant for purposes of this paragraph and all other
28 provisions of this Judgment with respect to the rights and obliga-

1 tions of a remaining defendant. The right of each such minimum
2 water user defendant is limited to pumping of water for reasonable
3 beneficial uses on the land owned by such defendant overlying Puente
4 Basin as of June 1, 1981, the date on which the complaint was filed
5 in this action. Such pumping right is appurtenant to and is not
6 severable from the overlying land which gives rise to such right.
7 Such pumping right is not transferable except in connection with the
8 said land and as a part thereof. The aggregate of the pumping to
9 be expected in any given year by all of said minimum water user
10 defendants is not expected to be sufficient to affect the ground-
11 water available for pumping by the principal parties. Defendants
12 EDMUND F. AIREY and HELEN F. AIREY, in addition to rights declared
13 in Paragraph 9A(1), have a pumping right as a minimum water user
14 defendant in the same manner and extent as if they were listed
15 together on Exhibit C, with all of the quantitative and other
16 limitations set forth in this paragraph or other paragraphs of this
17 Judgment. Said right, however, is appurtenant only to the overlying
18 land described in Exhibit H, and is not transferable except in
19 connection with said property and as a part thereof.

20 9. Water Rights of Principal Parties. All water rights
21 determined in this paragraph are subject to all terms, conditions,
22 restrictions and limitations contained in this paragraph or else-
23 where in this Judgment.

24 A. Rights Other Than Related to Increased Import Re-
25 turn Water. The principal parties have the following rights to
26 extract groundwater from Puente Basin.

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1 (1) Defendants LOS ANGELES ROYAL VISTA GOLF COURSES,
2 INC., ALEXANDER C. WATERHOUSE, EDMUND F. AIREY, HELEN F.
3 AIREY, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIA-
4 TION as trustee under the Will of Andre E. Moynier, Deceased,
5 considered collectively ("Golf Course Defendants" sometimes
6 herein) are the owners of and have the right as overlying
7 landowners to pump from Puente Basin for beneficial use on the
8 real property described in Exhibit G the amount of groundwater
9 reasonably required for said property but not exceeding three
10 hundred and six (306) acre-feet of water a year. Except as set
11 forth in paragraph 8 as to defendants EDMUND F. AIREY and
12 HELEN F. AIREY the above right is cumulative of all water
13 rights of said defendants in Puente Basin, is appurtenant to
14 and not severable from the property described in Exhibit G, and
15 is not transferable except in connection with said property
16 and as a part thereof. Such quantity is not subject to
17 increase or decrease by reason of increase or decrease in
18 operating safe yield. Reference hereinafter to said parties'
19 share of operating safe yield shall be deemed to mean said
20 fixed quantity.

21 (2) Plaintiffs ROWLAND WATER DISTRICT and WALNUT VALLEY
22 WATER DISTRICT and Defendants CITY OF INDUSTRY and INDUSTRY
23 URBAN-DEVELOPMENT AGENCY each is the owner of and has the right
24 to extract annually One Thousand Twenty-Three and One Half
25 (1023.5) acre-feet of water from Puente Basin, plus or minus
26 twenty-five percent (25%) of the quantity by which operating
27 safe yield in that year is greater than or less than the
28 declared safe yield.

1 The total of the quantitative rights above set forth
2 (1023.5 x 4 plus 306) equals the declared safe yield.

3 B. Rights Related to Increased Import Return Water.

4 Public agency principal parties shall be entitled to pump an
5 additional quantity of water from Puente Basin determined as
6 follows:

7 (1) The Watermaster shall calculate the additional
8 quantity of water imported by each such party and used by that
9 party or sold for use within the area overlying Puente Basin
10 ("so used or sold") in each year under this Judgment in excess
11 of that quantity, if any, so imported by that party in fiscal
12 year 1984-1985.

13 (2) Fifteen percent (15%) of such excess shall be
14 determined.

15 (3) Such fifteen percent (15%), but not to exceed
16 a total of seven hundred and fifty (750) acre-feet as to
17 plaintiffs WALNUT VALLEY WATER DISTRICT and ROWLAND WATER
18 DISTRICT, collectively, and a total of seven hundred and fifty
19 (750) acre-feet as to defendants CITY OF INDUSTRY and INDUSTRY
20 URBAN-DEVELOPMENT AGENCY, collectively, is the amount of
21 return water credit which said plaintiffs, on the one hand, and
22 said defendants, on the other hand, are entitled to pump in the
23 next succeeding year.

24 Each year, upon receiving the Watermaster's calcu-
25 lations as to the total amount of water imported by each of
26 said plaintiffs and by each of said defendants, and the
27 Watermaster's determinations as to the two total collective
28 amounts of import return water credit available to said

1 plaintiffs and to said defendants, said plaintiffs may deter-
2 mine how such collective credit shall be allocated as between
3 themselves and said defendants may determine how such col-
4 lective credit shall be allocated as between themselves.
5 Written notice of said determinations by said plaintiffs and
6 said defendants shall be given to the Watermaster within
7 thirty (30) days of the receipt of said calculations and
8 determinations from the Watermaster. In the absence of such
9 a written notice within said period the import return water
10 credit otherwise belonging collectively to said two parties
11 shall be determined for and allocated to each of them by the
12 Watermaster based on (1) and (2) above, but not in excess of
13 three hundred and seventy-five (375) acre-feet per year as to
14 each such party.

15 Said return water credits and pumping pursuant
16 thereto are apart from and in addition to said parties other
17 pumping rights and the quantities thereof are not a part of
18 declared safe yield or operating safe yield.

19 10. Principal Parties - Carry-over of Pumping Rights and
20 Permitted Excess Pumping. To provide for flexibility in operation
21 of Puente Basin, the physical solution herein adjudged, and to
22 alleviate problems inherent in any annual basis of operation, the
23 following privileges shall apply.

24 A. Carry-over of Pumping Rights. Each principal party
25 who, during any year commencing on or after the date this Judgment
26 becomes operative does not pump from Puente Basin the quantity of
27 water equal to the annual pumping right of that party less its
28 carry-over into that year is permitted to carry over the unused

1 portion into, and pump the same, in the next ensuing year, but not
2 beyond. The first water pumped in the next ensuing year shall be
3 deemed pursuant to said carry-over.

4 B. Excess Pumping.

5 (1) Principal parties each may pump in any given
6 year from Puente Basin a quantity of water in addition to that which
7 it otherwise would be entitled to pump, not to exceed ten percent
8 (10%) of such party's share of the operating safe yield for such
9 year.

10 (2) Any party who pumps an additional quantity of
11 water pursuant to the authority of subparagraph (1) above, shall
12 have its right to pump water during the following year reduced by
13 the amount so over-extracted. *(i.e. the 10% of B(1))*
(all over pumping => reduction in pumping right in next year)

14 (3) Whenever a party pumps in any given year water
15 in excess of the quantity it is entitled to pump under the foregoing
16 provisions of this Judgment, then such party has to that extent
17 violated this Judgment and its injunctive provisions. Such party's
18 annual pumping right for the following year, or years as needed,
19 shall be reduced by an amount equivalent to its total over-pumping
20 in the particular year in which the over-pumping occurred. In
21 addition, such party shall be subject to remedies for violation of
22 injunction and such other processes and action as the Court might
23 deem appropriate to take with regard to such violation of this
24 Judgment.

25 (4) No party who pumps from Puente Basin in any
26 year a quantity of water greater than that permitted by paragraphs 8
27 and 9 of the Judgment shall acquire any additional rights by reason
28 of such over-extractions.

1 11. Situs of Public Agency Water Rights. The situs of the
2 water rights adjudged by this Judgment to public agency principal
3 parties is as to each of said parties hereby declared to be wholly
4 within the corporate boundaries of each such party. The provisions
5 of this paragraph do not limit where water may be pumped or where
6 water may be used or delivered for use as provided in paragraphs 12
7 and 13, nor limit the transfer provisions of paragraph 13.

8 12. Area of Pumping By and Use of Public Agency Water Pumped
9 from Puente Basin. Water may be pumped by any of the public agency
10 principal parties from anywhere in Puente Basin. Water so pumped
11 may be used by that party or delivered for use by customers thereof
12 within its service area and any newly proposed addition thereto or
13 newly proposed service area, whether within or outside Puente Basin
14 Watershed or within or outside the then corporate boundaries of that
15 principal party. In addition, any such water so pumped may be
16 delivered: (i) to another public agency principal party for use or
17 delivery by it as if pumped by it; and (ii) to some other water
18 purveyor providing water service within the then corporate bound-
19 aries of that public agency principal party for distribution
20 therein.

21 Where a water system of some other water purveyor is
22 partly inside and partly outside such corporate boundaries of the
23 public agency principal party, Puente Basin water delivered to such
24 other water purveyor shall be deemed delivered for distribution
25 within the then corporate boundaries of said public agency princi-
26 pal party up to the quantity of water from whatever source or
27 sources delivered within said corporate boundaries by said other
28 water purveyor.

1 Except as permitted by this paragraph 12, or as to a
2 transferee by paragraph 13, water pumped by any public agency
3 principal party or any of their respective successors in interest
4 shall not be exported by or on behalf of that party or successor from
5 Puente Basin Watershed.

6 13. Transferability of Water Rights.

7 A. The transferability of and restrictions and limita-
8 tions thereon with respect to water rights of all parties not
9 covered by subparagraph B below are set forth in paragraphs 8 and
10 9(A)(1) above.

11 B. The water rights of each public agency principal
12 party may be transferred in whole or in part as among or between
13 those parties, and the transferee may use or deliver water pumped
14 pursuant to such transfer as if such rights had been originally
15 adjudicated to it. The water rights of each public agency principal
16 party also may be transferred in whole or in part to any person other
17 than a public agency principal party provided that as to any such
18 transfer other than a license or lease such transferee becomes a
19 successor party to this Judgment by compliance with subparagraph C
20 below. Any transferee, immediate or mediate, other than a public
21 agency principal party, may only (i) use the water itself; (ii)
22 distribute the same to transferee's customers within the corporate
23 boundaries, from time to time, of the original public agency
24 principal party predecessor; ^{or} and (iii) distribute the same within
25 any service area of such original public agency principal party
26 predecessor in use at the time of transfer by the latter. Under
27 (ii), the same principle set forth in the second unnumbered sub-

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1 paragraph of paragraph 12 shall apply in determining what quantity
2 of water is deemed delivered within the corporate boundaries.

3 C. If any person shall desire to transfer other than by
4 license or lease to any other person not a party to this Judgment
5 all or any part of the water rights decreed hereunder to any public
6 agency principal party, then whether such transferring person is
7 the original public agency principal party or an immediate or
8 mediate successor to the water rights of such original public agency
9 principal party, such person shall cause such transferee to appear
10 in this action and file a valid and effective express assumption of
11 the obligations imposed upon such original public agency principal
12 party under this Judgment as to such transferred water rights,
13 including but not limited to restrictions as to the area of use as
14 provided in subparagraph B. Such appearance and assumption of
15 obligations shall include the filing in accordance with para-
16 graph 25B below of a designee and designated mailing address for the
17 service of all notices, requests, objections, determinations,
18 decisions, reports and other papers permitted or required by the
19 terms of this Judgment.

20 D. If any public agency principal party or any successor
21 of or to any of the water rights of such party, whether immediate
22 or mediate, shall cease, whether by transfer or otherwise, to own
23 any rights in or to the water supply of the Puente Basin, and as to
24 each transfer of such water rights if the transferor and transferee
25 shall have fully complied with subparagraph C above, then upon
26 application to this Court and after notice and hearing such party
27 or such successor of such party shall thereupon be relieved of and
28 discharged from all then future obligations hereunder.

1 14. No Waiver of Certain Rights. Nothing in this Judgment or
2 any stipulation or consent to its entry shall be deemed to be a
3 waiver by any public agency principal party of any right which any
4 of said parties may have or may acquire (i) to prevent another of
5 said parties, or any persons acting on its behalf, from providing
6 water services or facilities to persons within the boundaries of the
7 former party, or (ii) to recover compensation from another party for
8 any encroachment by another party, or any persons acting on its
9 behalf, upon the service area of the former party. Nothing in this
10 Judgment affirms the existence of or denies any right of the type
11 mentioned.

12 15. No Abandonment or Loss of Water Rights. Any party who
13 fails in any year to pump or have pumped on its behalf the quantity
14 permitted to that party under this Judgment loses the right to pump
15 that annual quantity except as a right of carry-over exists under
16 paragraph 10A of this Judgment. However, it is in the interest of
17 reasonable beneficial use of Puente Basin water that no party with
18 water rights therein be encouraged to pump more water in any year
19 than is actually required. Therefore, failure by any such party to
20 pump all or any part of the annual quantity of water permitted to
21 that party under this Judgment, for whatever number of years, shall
22 not constitute or give rise to loss by abandonment or non-use of the
23 water right as distinguished from inability to carry over the annual
24 pumping entitlement (subject to carry-over under Paragraph 10A).

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16. Puente Narrows Agreement.

A. The obligations of plaintiffs herein under the Puente Narrows Agreement are and shall be unaffected by any term or provision of this Judgment. Neither this Judgment nor any stipulation or consent thereto nor any act pursuant hereto:

(1) constitutes or will constitute any defendant herein as a party to that agreement or as an obligor thereunder;

(2) nor constitutes or will constitute any person, including but not limited to any party to this Judgment, as a third party beneficiary with respect to any defendant herein and that agreement.

B. The responsibilities from time to time of principal defendants under this paragraph 16 are subject to the following conditions precedent. *(condition established by long practice)*

(1) At the time of any payment requested or demanded of any of them by the Watermaster pursuant to this paragraph 16, plaintiffs are then in substantial compliance with their obligations under the Puente Narrows Agreement. A good faith dispute of plaintiffs under said agreement, where any difference is funded with escrowed funds, shall not be deemed lack of compliance if the same proportion of funds otherwise due from any defendant to Watermaster is to be so escrowed by Watermaster.

(2) No accumulated credit of plaintiffs or any of them has been utilized under or pursuant to subparagraph 9a of said Puente Narrows Agreement.

C. For any year in which there is an "accumulated deficit" under paragraph 9b of the Puente Narrows Agreement giving rise to an obligation of plaintiffs to make payments during the next

1 succeeding year, the minimum amount of such payments to be made
2 shall be determined and principal defendants shall contribute
3 thereto based upon the following calculations (unless the results
4 of the calculation is "0"). There shall be determined the per-
5 centage that the quantity of pumping by or on behalf of each of the
6 principal defendants during that year and the preceding four years
7 bears to total pumping from Puente Basin, during the same five-year
8 period.

9 Each principal defendant shall respectively (jointly and
10 severally as to Golf Course Defendants) pay to the Watermaster the
11 percentage of plaintiffs' minimum make-up obligation to be made in
12 the next succeeding year under said paragraph 9b determined by
13 applying the percentage so determined as to that defendant. Payment
14 shall be made to Watermaster upon 30 days written demand, but need
15 not be made prior to June 15th of said next succeeding year.

16 Watermaster shall promptly remit said payments to plain-
17 tiff PUENTE BASIN WATER AGENCY, which shall utilize the same toward
18 plaintiffs' obligations under said paragraph 9b of the Puente
19 Narrows Agreement.

20 All matters to be determined under this paragraph 16
21 shall be determined by the Watermaster.

22 D. Any amendment to the Puente Narrows Agreement shall
23 automatically rescind and delete the provisions of this para-
24 graph 16, except an amendment which would increase any then accumu-
25 lated credit or reduce any then accumulated deficit under or
26 pursuant to paragraph 9b of the Puente Narrows Agreement and without
27 increasing any then present or prospective obligation of any
28 principal defendant under this paragraph 16.

1 17. Watermaster Appointment. A Watermaster, comprised of
2 three persons to be nominated as hereinafter provided, shall be
3 appointed by and serve at the pleasure of and until further order
4 of this Court, except as hereinafter provided. One shall be
5 nominated jointly by and through plaintiffs WALNUT VALLEY WATER
6 DISTRICT and ROWLAND WATER DISTRICT, one shall be nominated jointly
7 by and through defendants CITY OF INDUSTRY and INDUSTRY URBAN-
8 DEVELOPMENT AGENCY, and one, herein referred to as the third person,
9 shall be nominated by said two persons duly nominated and appointed
10 by the Court acting upon the nominations of said parties. The first
11 such third person so nominated and so appointed by the Court shall
12 serve from the date of such appointment until December 31 of the
13 second full calendar year following such appointment, and there-
14 after the third person member of the Watermaster shall be so
15 nominated and so appointed by the Court to serve a term of three
16 calendar years. Such persons shall as Watermaster represent the
17 interests of all persons producing or extracting water from the
18 Puente Basin. Any member of the Watermaster may be removed by the
19 same procedure as for nomination of the member. Upon or coincident
20 with resignation, death or removal of any member, a substitute
21 member shall be nominated, and appointed by Court order, in the same
22 manner as the former member was nominated and appointed. The term
23 of the third person shall not continue beyond its fixed date of
24 termination for any reason. Any person can be renominated.

25 For good cause, the Court may reject any nominations.
26 Each such nomination shall be in writing, served upon all parties
27 entitled to notice thereof under paragraph 24, and filed with the
28 Court. It shall contain the written acceptance of the nominee.

1 18. Watermaster Power and Duties - Annual Determination of
2 Operating Safe Yield. The Watermaster annually shall determine the
3 operating safe yield of Puente Basin for the succeeding year and
4 estimate the same for the next succeeding four (4) years. Insofar
5 as practicable, and absent a water shortage emergency or threatened
6 water shortage emergency, the Watermaster shall attempt to maintain
7 water levels which will in turn maintain an accrued credit for
8 plaintiffs against their base underflow obligations under the
9 Puente Narrows Agreement of at least one thousand (1,000) acre-
10 feet.

11 A. Otherwise, in making such determinations and esti-
12 mates the Watermaster shall be governed in the exercise of its
13 discretion by the following criteria:

14 (1) the Watermaster shall be guided by water lev-
15 els as measured by wells in the basin for previous year, the current
16 year and as estimated for the subsequent year;

17 (2) the accrued credit or the accrued debit for the
18 previous year under paragraph 9b of the Puente Narrows Agreement,
19 estimates for the current year and the subsequent years;

20 (3) the subsurface flow for the previous year and
21 estimates for the current and subsequent year;

22 (4) the cost of alternate sources of water, and
23 availability of such sources;

24 (5) and the amount of water pumped from Puente
25 Basin by all persons in the previous year and the estimated amount
26 to occur in the current year and the next subsequent year.

27 B. The procedures to be followed in fixing the operat-
28 ing safe yield shall be as follows:

1 (1) On or before the first Monday in April of each
2 year, the Watermaster shall make a preliminary determination of
3 operating safe yield for the succeeding five (5) years, together
4 with the quantity of annual pumping right which would be applicable
5 to each principal defendant for the next succeeding year, subject
6 to later adjustment for any applicable carry-over, excess pumping,
7 and import return water credit. Said determination shall be made
8 in the form of a report containing a summary statement of the
9 considerations, calculations and factors utilized by the Water-
10 master in arriving at each of such operating safe yields.

11 (2) A copy of said preliminary determinations and
12 report shall be mailed to each principal party to this Judgment at
13 least ten (10) days prior to a hearing by Watermaster to be held the
14 first Monday in May, at which time objections or suggested correc-
15 tions or modifications of said determinations shall be considered.
16 It shall be mailed concurrently to each other party who has
17 requested the same in writing delivered to the Watermaster no later
18 than February 15 of that year. Each such written request must be
19 renewed for each year. Said hearing shall be held pursuant to
20 procedures adopted by the Watermaster. Within thirty (30) days
21 after completion of said hearing the Watermaster shall mail to each
22 party entitled to have received the preliminary determinations and
23 report, a final report and determination of the operating safe yield
24 for the succeeding year, and its estimate of the operating safe
25 yield for each of the succeeding four (4) water years. Any such
26 party, within thirty (30) days of mailing of notice of said
27 determination, may, by a regularly-noticed motion, petition the
28 Court for an order to show cause for review of said determinations

1 by the Watermaster, and thereupon the Court shall hear such objec-
2 tions and settle such dispute. Unless so ordered by the Court, such
3 petition shall not operate to stay the effect of said report and
4 determinations. In the absence of such review proceeding the
5 determinations of the Watermaster shall be final.

6 C. At such time as said determination by the Water-
7 master of the operating safe yield for Puente Basin during the
8 succeeding water year shall become final, each party hereto shall
9 be bound by such determination and its annual pumping right for such
10 year shall be in accordance with such determination, subject to
11 adjustments for any applicable carry-over, excess production, and
12 import return water credit.

13 19. Additional Watermaster Powers and Duties. The Water-
14 master shall have the following additional powers and duties and any
15 other powers or duties given by this Court.

16 A. The Watermaster shall promptly upon confirmation
17 establish and enforce rules for installation and maintenance of
18 water meters by remaining parties and shall calibrate the same as
19 it deems appropriate from time to time, provided that 12 acre-feet
20 of water may be produced annually from PARCEL 26 of Exhibit G for
21 use on the land described in Exhibit H without prior metering, and
22 such production and use shall be estimated by the Watermaster and
23 charged against the right of the Golf Course Defendants to pump 306
24 acre-feet under paragraph 9A(1) above. Watermaster may exempt some
25 or all minimum water user defendants, unless the Watermaster
26 determines that it is probable that a party's production exceeds or
27 will exceed three acre-feet per year.

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B. The Watermaster shall annually determine a budget pursuant to paragraph 21.

C. The Watermaster shall take all steps necessary to make the following required determinations and calculations for each year promptly after the end of each year.

(1) The amount of water pumped by each party and each non-party to the Judgment and the total water pumped. In this connection for pumpers not metered, the Watermaster shall make estimates based on available information.

(2) The amount of base underflow from Puente Basin to the Main San Gabriel Basin.

(3) The amount of water imports entering into calculations of import return water credit under paragraph 9B.

(4) The quality of the groundwater of Puente Basin. In this regard, Watermaster shall utilize samples from existing wells from time to time.

D. Promptly after making the determinations required by subparagraph C above the Watermaster shall take all steps necessary to make the following determinations and decisions for each water year as soon after the beginning of such year as feasible;

(1) The "return water credit" to which any public agency principal party is entitled for such year.

(2) The amount of any allowed annual carry-over from the prior year to which any principal party is entitled under paragraph 10A.

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1 (3) The amount of any excess pumping by any party
2 and the amount of reduction in pumping which is required of that
3 party because of such excess pumping.

4 (4) Each party's annual pumping right for such
5 year, and the components thereof.

6 (5) With respect to the matters governed by para-
7 graph 16 above, all matters necessary to determine obligations
8 under paragraph 16 and to administer that paragraph on a continuing
9 basis.

10 (6) Any other act, determination or decision re-
11 quired under any other paragraph of this Judgment or reasonably
12 deemed necessary concerning the rights of any party to pump water
13 from Puente Basin under this Judgment.

14 E. The Watermaster shall report in writing to the Court
15 and to each principal party and any other party entitled to notice
16 under paragraph 24 not more than three (3) months after the end of
17 each fiscal year the determinations and decisions required by this
18 paragraph 19, provided that determinations as to the operating safe
19 yield shall be reported as provided in paragraph 15 above.

20 F. The Watermaster shall collect and maintain all data
21 necessary to make the determinations and decisions required under
22 the provision of this Judgment or to discharge the duties hereby
23 imposed on the Watermaster.

24 G. The Watermaster may conduct such investigation of
25 present and planned operations of any minimum water user defendant
26 as may be appropriate.

27 In accordance with, and subject to the provisions of
28 paragraph 21 below, the Watermaster shall have the power to charge

1 and collect from the parties to this Judgment sums determined to be
2 necessary to pay the costs of Watermaster operations and to dis-
3 charge Watermaster's duties and responsibilities under this Judg-
4 ment.

5 20. Certain Obligations of Parties - Meters, Cooperation
6 With Watermaster. The parties required to meter under Watermaster
7 rules shall install and maintain said meters in good working order
8 at their own expense. Said parties shall promptly repair any meter
9 found by the Watermaster to be outside a tolerance of +5% to -5%,
10 and replace meters as determined by Watermaster to be necessary.

11 Each party shall make available to Watermaster upon
12 written request any information or data reasonably required by the
13 Watermaster to fulfill its duties under this Judgment.

14 21. Watermaster Budget and Allocation.

15 A. In addition to the above-specified administrative
16 powers and duties, the Watermaster shall prepare a tentative
17 operating budget for each year commencing with the second year
18 hereunder, stating the estimated fees, compensation and expenses
19 for discharging the duties of the Watermaster set forth in this
20 Judgment. The Watermaster shall mail a copy of the tentative budget
21 to each of the parties at the same time at least sixty (60) days
22 before the beginning of each year. If any party has an objection
23 to a tentative budget, or any suggestions with respect thereto, that
24 party shall present the same in writing to the Watermaster within
25 fifteen (15) days after service of the tentative operating budget
26 upon it. If no objections are received, the tentative operating
27 budget shall become the final operating budget. If objections to
28 the tentative operating budget are received, the Watermaster shall,

1 within fifteen (15) days after the expiration of the time for
2 presenting objections, consider all such objections, prepare a
3 final operating budget, and mail a copy thereof to each party,
4 together with a statement of the amount assessed, if any, to each
5 party, computed as provided in subparagraph (c) below. If the
6 Watermaster denies any objection in whole or in part, the party
7 whose objection was so denied may, within fifteen (15) days after
8 service of the final operating budget upon it, make written objec-
9 tion to such denial by filing its objections with the Court after
10 first mailing a copy of such objections to each party, and such
11 party shall bring its objections on for hearing before the Court
12 upon notice and motion and at such time as the Court may direct. If
13 the Watermaster makes a change in the tentative operating budget,
14 then any party may within fifteen (15) days after service of the
15 final operating budget upon it object to any such change by
16 following the procedure prescribed above in the case of a denial of
17 an objection to the tentative operating budget. If objection to the
18 final operating budget is filed with the Court as herein provided
19 and brought on for hearing, then such final operating budget may be
20 confirmed or adjusted in whole or part as the Court may deem proper.

21 B. With respect to the first year following the effec-
22 tive date of this Judgment the operating budget is hereby fixed at
23 \$18,000, which budget is allocated as follows: \$1,250 jointly and
24 severally to Golf Course Defendants and \$4,187.50 to each of the
25 other principal parties. Said sums shall be paid to the Watermaster
26 within thirty (30) days after the effective date of this Judgment.

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1 C. The fees, compensation and expenses of the Water-
2 master shall be borne by the principal parties and/or the trans-
3 ferees of their water rights, and shall be allocated each year after
4 the first year based upon each such party's or transferee's pro-
5 portionate share of the total production rights of all such parties
6 and transferees for the year during which the fees and compensation
7 will be earned and the expenses incurred. In determining such
8 proportionate share the Watermaster shall use production entitle-
9 ments to the operating safe yield as determined under paragraph 18
10 above for such year, including any return flow credit but not
11 including any carry-over right.

12 D. Payment of the amount assessed to a principal party
13 or transferee of the water rights of such a party, whether or not
14 subject to adjustment by the Court, shall be paid on or prior to the
15 beginning of the year to which the final operating budget and
16 statement of assessed costs is applicable. If such payment is not
17 made on or before said date, the Watermaster shall add a penalty of
18 ten percent (10%) thereof to the statement, and the basic amount so
19 assessed shall bear interest at the rate of one and one-half percent
20 (1 1/2%) per month or any portion thereof from the date such payment
21 becomes delinquent. Payment required hereunder may be enforced by
22 execution issued out of this Court, or as may be provided by order
23 hereinafter made by this Court. All such payments and penalties
24 received by the Watermaster shall be expended for the administra-
25 tion of this Judgment. Any money remaining at the end of any year
26 shall be available for use in the following year.

27 E. Notwithstanding anything to the contrary in this
28 paragraph 21, the Golf Course Defendants shall not on the basis of

1 the water rights decreed to them by paragraph 9A(1) above, be
2 assessed for their share of the fees, compensation and expenses of
3 the Watermaster in any year an amount greater than ten percent (10%)
4 of the operating budget for the year.

5 22. Watermaster Records - Location and Availability. Water-
6 master's offices and records shall be maintained at the offices of
7 plaintiff WALNUT VALLEY WATER DISTRICT, 271 South Brea Canyon Road,
8 Walnut, California 91789, provided that no rent charge is made
9 therefor or for Watermaster meetings or other Watermaster func-
10 tions. However, reasonable charges may be made for reasonable
11 secretary and reproduction expenses as agreed upon in writing by the
12 WALNUT VALLEY WATER DISTRICT and the Watermaster. All records,
13 reports and data received, maintained or compiled by the Water-
14 master shall be open upon reasonable notice and at reasonable times
15 to inspection by any principal party or any minimum water user
16 defendant or such party's or such defendant's representative.
17 Copies of said records, reports and data may be had by any party upon
18 payment of the duplication and any preparation costs thereof.

19 23. Watermaster Determinations - Objections and Appeal. Any
20 principal party or transferee party of the water rights of such
21 party who objects to any determination or decision made by the
22 Watermaster pursuant to paragraphs 18 or 19 above, may make such
23 objection in writing to the Watermaster within thirty (30) days
24 after the Watermaster gives the required written notice of such
25 determination or decision. Within thirty (30) days after expira-
26 tion of the time within which such objection may be made, the
27 Watermaster shall consider all objections thereto and shall amend,
28 modify or affirm the determination or decision and give notice to

1 all principal parties and parties who are their transferees and
2 shall file a copy of such final determination or decision with the
3 Court. If the Watermaster denies any objection in whole or in part,
4 the party whose objection was so denied may within thirty (30) days
5 after service of the final determination or decision upon it, make
6 written objection to such denial by filing its objections with the
7 Court after first mailing a copy of such objections to the Water-
8 master and to each other party, and such party shall bring its
9 objections on for hearing before the Court upon notice and motion
10 and at such time as the Court may direct. If the Watermaster shall
11 change or modify any determination or decision, then any party may
12 within fifteen (15) days after service of such final determination
13 or decision upon it object to such change or modification by
14 following the procedure prescribed above in the case of a denial of
15 an objection to the first determination or decision. If objection
16 to a final determination or decision is filed with the Court as
17 herein provided and brought on for hearing, then such final deter-
18 mination or decision may be confirmed or modified in whole or in
19 part as the Court may deem proper. Notwithstanding the time that
20 may be required for any determination or decision made by the
21 Watermaster under paragraph 18 or 19 of this Judgment to become
22 final, any such determination or decision shall be deemed effective
23 for all purposes of this Judgment as of the beginning of the year
24 for which such determination or decision is being made.

25 24. Notices by Parties and Watermaster. All notices, re-
26 quests, objections, determinations, decisions, reports and other
27 papers permitted or required by law or by the terms of this Judgment
28 shall be given or made by written document. All such items need only

1 be given or made to the principal parties, successors thereof and
2 the Watermaster; provided, however, in any specific subsequent
3 proceeding in which an attorney appears on behalf of a principal
4 party or successor thereto, such notice shall also be given to said
5 attorney-of-record in such subsequent proceeding. All such items
6 shall be served by first class mail, postage prepaid, addressed to
7 the designee and at the address designated for that purpose in
8 accordance with paragraph 25 below or to the Watermaster at its then
9 business address of record, or to such attorney-of-record in such
10 subsequent proceeding at his or her then address of record. No
11 further notice of any kind as to any matter arising hereunder need
12 be given, made or served. Except for any such subsequent proceeding
13 in which an attorney-of-record appears, all attorneys-of-record
14 are hereby relieved of any and all responsibility for responding to
15 or taking any action in respect of any notice, request, objection,
16 determination, decision, report or other paper permitted or re-
17 quired by law or by the terms of this Judgment.

18 25. Designees of Parties for Service and Appeals.

19 A. Each principal party has by the Stipulation for
20 Judgment executed and filed herein made a designation of the person
21 and that designee's designated mailing address, upon whom service
22 shall be made of all notices, requests, objections, determinations,
23 decisions, reports and other papers permitted or required to be
24 served by the terms of this Judgment upon a principal party or a
25 transferee of a principal party.

26 B. Each transferee of a principal party of a water
27 right under paragraph 9 above shall at the time such transferee
28 appears in this action and files an assumption of the obligations

1 imposed upon such transferring party as to such transferred water
2 rights, and in the same document, designate the person and the
3 party's mailing address, upon whom service shall be made of all
4 notices, requests, objections, determinations, decisions, reports
5 and other papers permitted or required to be served by the terms of
6 this Judgment upon such transferee as the successor-in-interest of
7 water rights of such transferring party.

8 C. If any principal party or any transferee of a water
9 right of a principal party shall desire to change its designee for
10 notice purpose or its designation of a mailing address, such party
11 shall file a written notice of such change with the clerk of this
12 Court and shall serve a copy thereof on the Watermaster. Upon the
13 receipt of any such notice the Watermaster shall promptly give
14 written notice thereof to each principal party and to each trans-
15 feree of water rights of a principal party. Any such later designa-
16 tion of a person or a mailing address for service purposes shall be
17 effective from the date of filing.

18 D. The Watermaster shall maintain a current list of
19 designees of each principal party and each transferee of water
20 rights of a principal party, together with the current designated
21 mailing address of such party.

22 E. Any reference in this Judgment to the service of
23 notices, requests, objections, determinations, decisions, reports
24 or other papers upon a party to this Judgment, shall be satisfied
25 by the making of service upon the person designated by such party
26 as its designee under this paragraph 25.

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26. Report of Transfers, Leases and Licenses of Water Rights.

A. Any voluntary transfer of any water right decreed herein to a principal party under paragraph 9 above shall be in writing with a copy furnished promptly to the Watermaster by the transferor. Every transfer of any right shall be reported promptly in writing to the Watermaster by the transferor.

B. A report of a transfer of water rights shall contain all of the information required to be given by the Watermaster under subparagraph C below, and such additional matters as may be required by Watermaster's rules.

~~16~~ As to each transfer covered by subparagraph A above, the Watermaster shall give prompt written notice to each principal party and to each party transferee of the water rights of such party. Such notice by the Watermaster shall contain the following information as to each such transfer:

- (1) The identity of the transferor.
- (2) The identity of the transferee.
- (3) The effective date of the transfer.
- (4) The effective date of the termination of the transfer, if any.
- (5) A brief description of the document by which such transfer is made, and the recording data, if any.
- (6) The quantity of water rights transferred.
- (7) A statement as to whether the transfer was voluntary or involuntary, including a transfer by operation of law.

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(8) A statement whether or not after such transfer the transferor still has or claims to have any of the water rights which are the subject of paragraph 9 of this Judgment.

27. Injunction as to Parties.

A. Commencing with the operative date of this subparagraph each remaining party (including in the word "party" only for purposes of this paragraph the members of their governing bodies and board of directors, if any, and their officials, officers, employees, agents, transferees and successors in interest, all from time to time), is enjoined and restrained from pumping water from Puente Basin or exporting same from Puente Basin Watershed except as specifically permitted by this Judgment.

B. Commencing with the operative date of this subparagraph, each remaining party is ordered to comply with all provisions of this Judgment and all rules and regulations of the Watermaster as finally adopted and applicable to such party, and each such remaining party shall furnish to the Watermaster requested information as provided in paragraph 20.

28. Continuing Jurisdiction. The court shall have continuing jurisdiction to amend or modify the provisions of this Judgment, on appropriate notice, to accomplish the objectives thereof consistent with the rights and obligations determined, declared and decreed herein; provided that no amendment of the provisions of paragraphs 7, 8, 9, 10, 12, 13, 15 or 16 shall be made, although permitted transfers of water rights determined, declared and decreed hereunder may be recognized and implemented.

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1 29. Effective and Operative Date of Judgment. The effective
2 date of this Judgment is the date of its filing. All paragraphs of
3 this Judgment shall become operative upon its effective date except
4 for paragraphs 8, 9, 10, 12, 16 and 27A which shall become operative
5 commencing with the year (July 1 - June 30) which is at least three
6 months after said effective date.

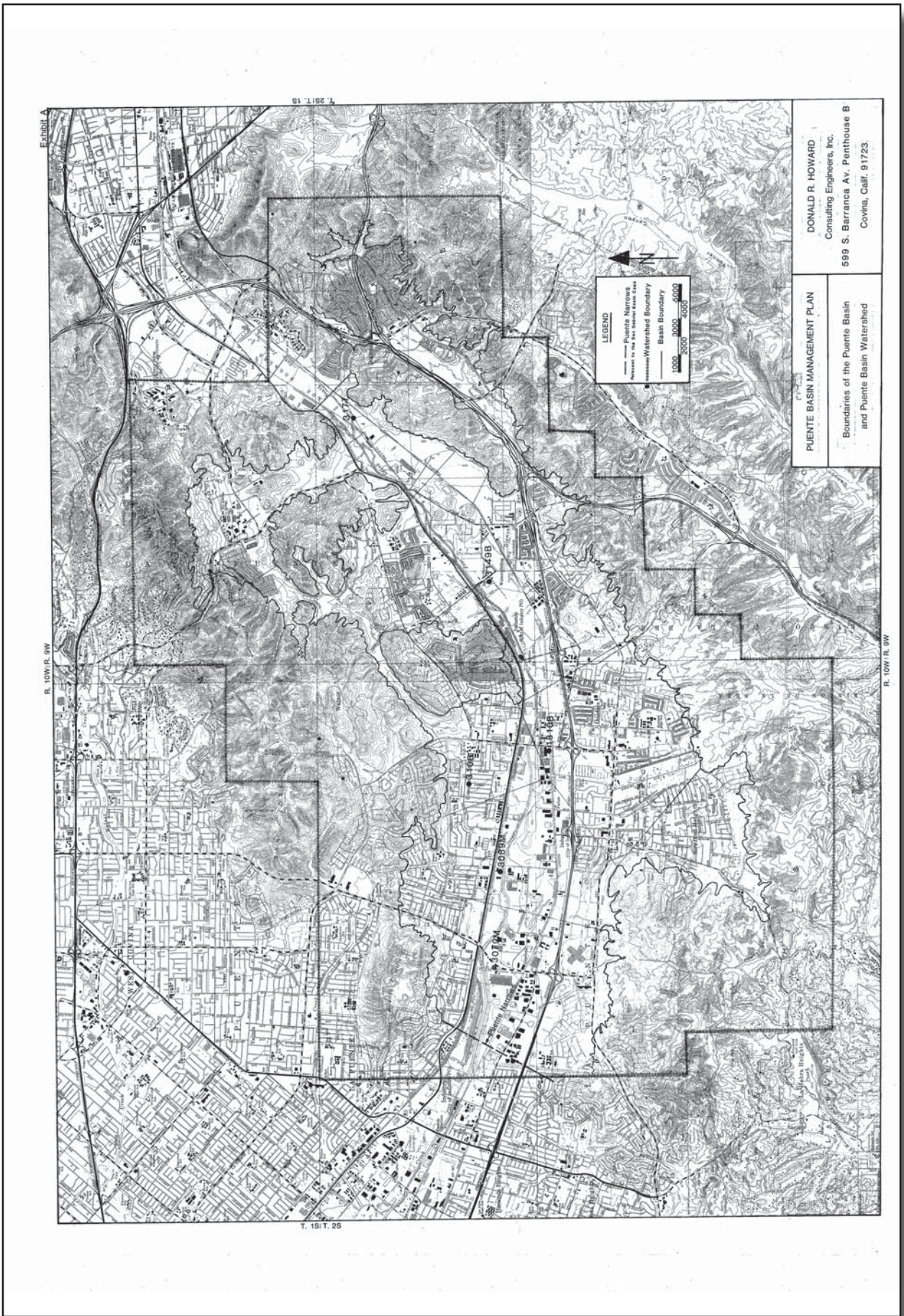
7 30. Costs. All parties shall bear their own costs of suit.

8 31. Incorporated Exhibits. Exhibits A through H to this
9 Judgment are made a part hereof and are set forth in the following
10 pages of this Judgment.

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Exhibit A
Map of "Puente Basin"
and "Puente Basin Watershed"



DONALD R. HOWARD
 Consulting Engineers, Inc.
 599 S. Barranca Av. Penthouse B
 Covina, Calif. 91723

PUENTE BASIN MANAGEMENT PLAN
 Boundaries of the Puerto Basin
 and Puente Basin Watershed

LEGEND

- Puerto Narrows
- Watershed Boundary
- Basin Boundary

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Exhibit B

LEGAL DESCRIPTION OF THE PUENTE BASIN WATERSHED

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

Beginning at the Northeast corner of Section 2, Township 2 South, Range 9 West, San Bernardino Base and Meridian;

thence southerly along the easterly line of said Section 2 and continuing along the easterly line of Section 11, Township 2 South, Range 9 West to the Southeast corner of said Section 11;

thence westerly along the southerly line of said Section 11 and continuing along the southerly line of Section 10, Township 2 South, Range 9 West, said line also being the northerly line of Section 15, Township 2 South, Range 9 West, to the Northwest corner of the Northeast quarter of said Section 15;

thence southerly along the westerly line of said Northeast quarter of Section 15 to the Southwest corner of said Northeast quarter of Section 15;

thence westerly along the southerly line of the Northwest quarter of said Section 15 and continuing along the southerly line of the Northeast quarter of Section 16, Township 2 South, Range 9 West, to the Southwest corner of said Northeast quarter of said Section 16;

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1 thence southerly along the easterly line of the
2 Southwest quarter of said Section 16 to the southerly
3 line of said Section 16;

4 thence westerly along the southerly line of said
5 Section 16 to the Northeast corner of Section 20, Town-
6 ship 2 South, Range 9 West;

7 thence southerly along the easterly line of said
8 Section 20 to the Southeast corner of the North half of
9 said Section 20;

10 thence westerly along the southerly line of said
11 North half of Section 20 to the westerly line of said
12 Section 20;

13 thence southerly along the westerly line of said
14 Section 20 to the Southwest corner of said Section 20;

15 thence westerly along the westerly prolongation of
16 the southerly line of said Section 20 a distance of two
17 thousand six hundred forty (2,640) feet;

18 thence South a distance of two thousand six hundred
19 forty (2,640) feet;

20 thence West to an intersection with the westerly
21 line of Range 9 West, said line being also the easterly
22 line of Range 10 West;

23 thence southerly along the westerly line of said
24 Range 9 West a distance of five thousand two hundred
25 eighty (5,280) feet;

26 thence West a distance of twenty-one thousand one
27 hundred twenty (21,120) feet;

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thence North to the easterly prolongation of the southerly line of Section 20, Township 2 South, Range 10 West;

thence westerly along said prolongation of the southerly line of said Section 20 to the Southeast corner of said Section 20;

thence North to the northerly line of Township 2 South, said line being also the southerly line of Township 1 South;

thence easterly along said northerly line of Township 2 South a distance of seventeen thousand one hundred sixty (17,160) feet;

thence North a distance of five thousand two hundred eighty (5,280) feet;

thence East to an intersection with the easterly line of Range 9 West, said line being also the westerly line of Range 10 West;

thence northerly along the easterly line of Range 9 West a distance of five thousand two hundred eighty (5,280) feet;

thence East to an intersection with the northerly prolongation of the easterly line of Section 28, Township 1 South, Range 9 West;

thence southerly along said prolongation of the easterly line of said Section 28 and continuing along the easterly line of said Section 28 to the Southeast corner of said Section 28;

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thence South a distance of two thousand six hundred forty (2,640) feet;

thence East to an intersection with the northerly prolongation of the easterly line of Section 2, Township 2 South, Range 9 West;

thence southerly along said prolongation of the easterly line of said Section 2 of the Point of Beginning.

EXHIBIT C

"Minimum Water User Defendants"

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GROUP "C" - CORPORATIONS

Corporation of the Presiding Bishop of the Church of Jesus
Christ of Latter Day Saints

Owens Illinois, Inc.

Scovill Manufacturing Company, a Connecticut corporation

Southern California Edison Company

Stoody Company

Teledyne, Inc.

GROUP "D" - PARTNERSHIPS

Pomona Islander

GROUP "E" - INDIVIDUALS

Ernest M. Briles

Gary Briles

Mary J. Briles

P. Albert Faure (erroneously named as Albert Faure)

John M. Galleano

Melvin I. Harper

Francis H. Maloney

Mary A. Maloney

Edward J. Pilario

1 EXHIBIT D

2 "Disclaiming Defendants Stipulating to Entry of Default
3 and Determination of No Water Rights"

4
5 GROUP "A" - MUNICIPAL CORPORATIONS OR BODY POLITIC

6 The City of La Puente, a municipal corporation
7 The City of Pomona, a municipal corporation
8 County of Los Angeles, a body politic and corporate

9 GROUP "B" - PUBLIC AGENCY OR PUBLIC DISTRICT

10 Hacienda La Puente Unified School District
11 Los Angeles County Flood Control District
12 Pomona Unified School District
13 Rowland Unified School District
14 Walnut Valley Unified School District

15 GROUP "C" - CORPORATIONS

16 American Industrial and Commercial Developers, Inc.
17 Archinvest Corporation, N.V.
18 Aro Corp.
19 Bielec Enterprises, Inc.
20 Fred H. Bixby Ranch Company
21 M. J. Brock and Sons, Inc.
22 California Institute of Technology
23 CC&F Industry Properties, Inc.
24 Colonel Baker Home For Retired Ministers
25 Cutter Laboratories, Inc.
26 Dasco Co.
27 Diamond Bar Development Corp.
28 Diamond Bar Hills Club, Inc.

1 Edro Engineering, Inc.
2 Farmers New World Life Insurance Company,
3 a Washington corporation
4 First Baptist Church of Walnut Valley
5 Fuller Theological Seminary
6 General Electric Company
7 General Telephone Company of California
8 The General Tire Realty Company, an Ohio corporation
9 GWCC Development Corp.
10 John Hancock Mutual Life Insurance Company,
11 a Massachusetts corporation
12 Indal Aluminum, a division of Indal, Inc., successor in
13 interest to Consolidated Aluminum Corporation
14 JEC Investments Co., successor to Lewis Properties, Inc.
15 Kim Lighting, Inc.
16 Laika Corp.
17 L P L Industries, Inc.
18 Macco Corporation
19 John F. Moloney and Company (erroneously named as "John F.
20 Maloney")
21 The Maytag Company, a Delaware corporation
22 Meyer Investment Properties, Inc.
23 MTI Corp.
24 New England Mutual Life Insurance Company,
25 a Massachusetts corporation
26 Oltmans Construction Co.
27 Oro Construction Co.
28 Pacific Latin American District Council of The Assemblies of God

1 J. C. Penney Properties, Inc. (erroneously named as
2 "J. C. Penny Properties, Inc."
3 The Presbytery of Los Angeles
4 Presley of Southern California
5 The Prudential Insurance Company of America,
6 a New Jersey corporation
7 Public Storage Management, Inc. sued herein as
8 Public Storage, Inc.
9 Ralee Engineering Co.
10 Rancho Los Alamitos Corp.
11 Reuland Electric Company
12 Rexnord, Inc.
13 Roman Catholic Archbishop of Los Angeles
14 Seymour Realty Register
15 Southern Pacific Transportation Co.
16 Sully-Miller Contracting Company
17 Tally's Truck Line
18 Transamerica Development Company
19 Vecchione Investment Co.
20 Vogel Properties, Inc.
21 Von's Grocery Company, a Delaware corporation
22 84 Lumber Company (erroneously named as "84 Lumbar Co.")
23 GROUP "D" - PARTNERSHIPS
24 Amiloc Development Co.
25 CH Ranch Co.
26 Family Affair, Ltd. - 1971
27 First Home Investments
28 The Hannah Co.

1 Heltzer Enterprises-Brookfield Walnut
2 Heltzer Enterprises-Walnut Industrial Park
3 Leonard Ranch
4 LSE-Industry
5 Norwich Associates, a New York partnership
6 Property Research Fund-II
7 Railroad Street Partnership
8 Samuelson Bros.
9 Triple R.
10 GROUP "E" - INDIVIDUALS
11 Lucy O. Alvarez
12 Larry Armour
13 Marie A. Baum
14 Michael G. Berolzheimer
15 Phillip C. Berolzheimer
16 Stanley Black
17 Hazel D. Book
18 Morris S. Book
19 S. K. Bourns
20 Jean Bourns
21 Albert E. Carrey
22 Arthur T. Cox
23 Frank W. Denny
24 Eli G. Dubrow
25 Mary Dubrow
26 Jack C. Ecoff
27 Lawrence E. Elrod
28 Annie K. Endres

1 George H. Engelage
2 Frank R. Erro
3 Ida Erro
4 Frederick Feck
5 Ruby Jeanetta Galland
6 Thomas Galland
7 Charles Jaramillo
8 Jeannie M. Jaramillo
9 Arthur H. Kaplan
10 Patricia H. Ketchum, successor in interest of
11 Stuart M. Ketchum
12 Edward Kipling
13 Lois A. Kipling
14 Jane R. Leibel
15 Dorothy Jean Leming
16 Gene Leming
17 Normand A. Levesque
18 Marylyne M. Mehl
19 Ross Mehl
20 Frank Mendez
21 Ivan Mendoza
22 Terry J. Mendoza
23 Lawrence A. Mitchell
24 Lois Mitchell
25 Charles McConaughy
26 Lorraine McConaughy
27 Charles F. Nichols
28 Judith A. Nichols

1 Ruby P. Patritti
2 Luis Rios
3 Margarita Rios
4 Jack D. Samuelson
5 Robert A. Samuelson
6 Lorene M. Shelton
7 Joseph Sherman
8 Ruth P. Simmons
9 Hayward Soohoo
10 Charles Terranova, Jr.
11 Van N. Walls
12 Estate of Lloyd S. Whaley, deceased, Lloyd A. Whaley,
13 Executor
14 Don A. Winneguth
15 Patricia M. Winneguth
16 Debra M. Wong
17 Stephen B. Wong
18 Edward J. Zahorick
19 GROUP "F" - FIDUCIARIES
20 George A. Cordingly, Jr., Burdette Sadler & Elaine Russell,
21 as Trustees under the Will of George A. Cordingly, Deceased
22 Cushman Family Trust "B"
23 Marvin B. Donsker, Trustee Under the Trust Agreement of 7/19/79
24 J. E. Libaw, as Trustee of Libaw Family Trust
25 Chester L. Mitchell as Trustee of the Chester L. Mitchell Family
26 Trust Dated December 19, 1973
27 Ray B. Mitchell, as Trustee of the Ray B. Mitchell Family Trust,
28 Dated December 9, 1973

1 Harold F. Pemberton & Maxine G. Pemberton, as Trustees

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EXHIBIT E

"Defendants Whose Default Has Been Entered
Otherwise Than On the Basis of a Stipulation"

Defendants Served - No Appearance

GROUP "C" - CORPORATIONS

- R. L. Arcinage, Inc.
- Bell Memorial United Methodist Church
- Butler-Umark and Umark, Inc.
- Central California Livestock, Inc.
- Citizens Savings and Loan Association
- Congoleum Corporation
- Cordingly Enterprises, Inc.
- Creftcon Industries, Inc.
- Cunningham Building Specialties, Inc.
- Day and Night Manufacturing
- Federated Dept. Stores, Inc.
- First Baptist Church of Rowland Heights
- Gabriele Macaroni, Inc.
- The Good Guys, Inc.
- H.T.M. Development, Inc.
- Investco Associates, Inc.
- Iodent Co., also known as Iodent Chemical Co.
- Jiffy Packing, Inc.
- The Lyon Realty Co.
- G. A. MacDonald Construction Co.
- Martin Shower Door Company, Inc.
- Moore Plastic Industries, Inc.

1 Occidental Life Insurance
2 Pacific Island Development Co.
3 Pomona Valley Land Development Company
4 Puente Post No. 1944 Veterans of Foreign Wars of the
5 United States
6 Redeemer Lutheran Church of La Puente
7 Rowland Land Company
8 Robert C. Sebring Construction Co.
9 J. F. Shea, Inc.
10 Southern California District of the Lutheran Church,
11 Missouri Synod
12 Southern Pacific Industrial Development Company,
13 a Texas corporation
14 Sutherland Building Material Supermart, Inc.
15 Synod of Southern California
16 Third Fishland Properties Corp.
17 Torite Enterprises, Inc.
18 Tragniew, Inc.
19 Utility Trailer
20 Zelman Development Co.
21 Zenith Specialty Bag, Inc.
22 GROUP "D" - PARTNERSHIPS
23 Arciero & Arciero
24 Roy F. Benton Feed Yard
25 Continental Apartments, Ltd.
26 Crow-Los Angeles #9
27 Horst and Stafford
28 / / /

1 Laurelwood Homes
2 PJB Investment Co.
3 S.C.I.P. Associates, Ltd.
4 Walnut Valley Industrial Park
5 W.H.A. Investment
6 GROUP "E" - INDIVIDUALS
7 Mary A. Abbott
8 Orris D. Abbott
9 Marion T. Allen
10 Dean F. Anderson
11 Orovane O. Anderson
12 Hortense G. Bassett
13 Alfred E. Benton
14 J. P. Bourdet
15 Don Brage
16 Laura Buccola
17 S. Russell Buccola
18 John W. Burrows
19 Margrette D. Burrows
20 Frances L. Bush
21 Frederick E. Bush
22 Domenic Cagliero
23 A. E. Carrey
24 H. P. Carrey
25 Donald Carroll
26 Shirlee M. Carroll
27 Dorothy V. Cauffman
28 Fern P. Cauffman, erroneously named as "Fern P. Caufman"

1 John R. Cauffman
2 Maurice Z. Cofer
3 Shirley M. Cofer
4 George A. Cordingly, Jr.
5 Frederick B. Cordova
6 Joan M. Cordova
7 Wayne Crowder
8 Robert B. Dicken
9 Clarence H. Duke
10 Thelma Duke
11 George C. Dunn
12 David L. Gentle
13 Francis Gentle
14 Harold Gershman
15 George C. Good
16 Nellie M. Grant
17 William R. Grant
18 Dick Griegorian
19 Grace H. Griffin
20 John C. Hall
21 Allen R. Hamlin
22 Gayle P. Hamlin
23 Bernice L. Harbers
24 Ruth A. Harper
25 Kazuko Higashi
26 Tom Y. Higashi
27 Elsie L. Hill
28 Lydia Hofgaarden

1 Ruth Holland
2 Marvin G. Holwick
3 Patricia J. Houghton
4 Herbert J. Humboldt
5 Virginia Humboldt
6 Odessa Irving
7 Willie T. Irving
8 John S. Irwin
9 Phyllis M. Irwin
10 Charles Isenberg
11 Peggy Isenberg
12 Ernest V. Jarvis
13 Khalid Javaid
14 Ann M. Jennett
15 John W. Jennett
16 Edward J. Johnson
17 Irene A. Johnson
18 Joan Johnson
19 Barry D. Jordan
20 E. Brent Jordan
21 Marguerite S. Jordan
22 Rose Kasparoff
23 Semon Kasparoff
24 Glenn A. Kennedy
25 Martha E. Kennedy
26 Khan Komai
27 Kiyoko Komai
28 Herman Laub

- 1 Louise M. Laub
- 2 Richard C. Lauer
- 3 Carroll A. Leister
- 4 Moses Lerner
- 5 Bernice M. Licha
- 6 Charles Licha
- 7 Eva M. Liechti
- 8 Arlene Lloyd
- 9 R. Brent Lloyd
- 10 Gordon A. MacDonald
- 11 Albert J. Manchester
- 12 Betty H. Maurer
- 13 Charles W. Maurer
- 14 Walter Melendez
- 15 Milton Moritz
- 16 Donna McGrail
- 17 Richard P. McGrail
- 18 Florence McMillan
- 19 Frank B. McMillan
- 20 Rena E. McMillan
- 21 Kazvichi Nakawatasse
- 22 Lydia A. Nash
- 23 Barbara A. Nelson
- 24 Lee L. Nelson
- 25 Paul Pairis
- 26 John C. Parker
- 27 Zita A. Parker
- 28 Samuel J. Parriott

1 Mike Pennell
2 Vicente Perez
3 James C. Perry
4 Ruth E. Perry
5 Natividad Quiroz
6 Julio Ramirez
7 Ruth Ramirez
8 Philip S. Ramser
9 Mark M. Rassi
10 Sharleen J. Rassi
11 Manuel C. Reyes
12 Deborah A. Rich
13 Thomas E. Rich
14 Hal Riger
15 Robert M. Rossini
16 Susanne F. Rossini
17 Roger R. Rousset
18 Chester F. Rzonca
19 Katy H. Rzonca
20 Charley E. Sackett
21 Shirley B. Sackett
22 John R. Salles
23 Ann Samors
24 Ruth J. Schumacher
25 Magdy Seif
26 John F. Shea
27 Irving J. Snyder
28 Sylvia Snyder

1 Bruce W. Soderberg
2 Dolores L. Stranieri
3 Vincent G. Stranieri
4 David D. Szymanek
5 Elizabeth B. Taylor
6 Walter E. Taylor
7 Charles Terranova
8 Manuel G. Valenzuela
9 Rosalva O. Valenzuela
10 Debra E. Walls
11 Arthur A. Warren
12 Leonard G. Westhoff
13 Clayton D. Williams
14 Dorothy M. Williams
15 C. Janet Wilson
16 James F. Wilson
17 Jerry D. Wright
18 Katherine E. Wright
19 Carolina E. Ybarra
20 Venancio R. Ybarra
21 Ralph Yeomans
22 Theda N. Yeomans
23 Gail D. York
24 Homer V. York
25 Wali M. Zafar
26 GROUP "F" - FIDUCIARIES
27 Bank of America, National Trust & Savings Association,
28 as Conservator of the Estate of Edith L. Wood

1 John E. Lupo and Maria R. Lupo, as Trustees of the Lupo Family
2 Trust, Dated November 3, 1976
3 Wells Fargo Bank N.A., not personally but as ancillary trustee
4 under trust agreement dated September 15, 1973
5

6 Defendants Served By Publication - No Appearance

7 GROUP "E" - INDIVIDUALS

8 Tarla H. Agarwala
9 Vijay K. Agarwala
10 Camille Allen
11 Max E. Allen
12 Ann E. Anderson
13 Roy I. Anderson
14 Wade H. Anderson
15 Thomas Arcoraci
16 Zerma Arcoraci
17 Oliver C. Bjerneby
18 Ruth Bjerneby
19 N. V. Bolzano
20 James E. Brown
21 Clarence Brueckner
22 Erminia L. Brueckner
23 Alvino Campos
24 Julia Campos
25 H. D. Chastain
26 H. D. Chastain, Jr.
27 Azalia H. Chunn
28 William R. Chunn

1 Pat H. Cochran
2 Guiseppe Comino
3 Charles E. Coulter
4 Alfred H. Cox
5 Isabel P. Cox
6 George G. Cross
7 Donald C. DeThomas
8 Natale DeThomas
9 Natale DeThomas, Jr.
10 Robert D. DeThomas
11 John Gale
12 Mario Gomez
13 Benjamin Granado
14 Francis Granado
15 Alan R. Griffin
16 Irma D. Henderson
17 Richard A. Henderson
18 Barbara S. Herman
19 Daniel L. Herman
20 Aubrey L. Holwick
21 Hildegard James
22 Laviola James
23 Wayne Johnson
24 John N. Jurgensen
25 Lawrence J. Kaplan
26 Joe B. King
27 Karen Kissel
28 Beth L. Krushaar

1 Isaac N. Krushaar
2 Ed Krist
3 Alice Labesque
4 Shirley B. Little
5 Martha R. Meisel
6 Milomer Milojezich
7 Robert H. Moore
8 Alfred Murray
9 Ella Murray
10 Bruce E. Nescher
11 Donna M. Nescher
12 Elizabeth V. Nichol
13 Harold L. Nichol
14 Leo Palwisa
15 Barbara Pederson
16 Thor Pederson
17 Dionne Poelstra
18 Gerritt L. Poelstra
19 William A. Pressey
20 Harold C. Ramser
21 Charles J. Rawland
22 William O. Reimann
23 Amdello Reyes
24 Soledad Reyes
25 Grace F. Salvatore
26 Clinton E. Seccombe
27 Willie Smith
28 Adeline Sumpter

- 1 Julian B. Sumpter
- 2 Lucas Curry Wall
- 3 S. Wyle Weiman
- 4 Jacqueline F. White
- 5 Luke F. White
- 6 Dorothy Williams
- 7 Edward J. Worosila
- 8 Mary F. Worosila
- 9 GROUP "F" - FIDUCIARIES
- 10 C. Price Walker

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Exhibit F

PUENTE NARROWS AGREEMENT

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

A. RECITALS

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

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

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

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

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

B. DEFINITIONS AND EXHIBITS

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

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

(b) Base Underflow. The underflow through

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

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

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

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

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

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

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

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

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

C. COVENANTS

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

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

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

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

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

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

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

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

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

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

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

b. Subsurface Outflow. To the extent that

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

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

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

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

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

By *Charles A. Hark*
Attorneys for Puente Agency

PUENTE BASIN AGENCY

By *[Signature]*
EDMOND M. BIEDERMAN
President

Approved as to form:

By *Walter B. Arden*
Attorney for Upper District

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

By *Howard H. Hawkins*
Howard H. Hawkins
President

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

Approved as to form:

W. Whaley
Attorney for Walnut District

WALNUT VALLEY WATER DISTRICT

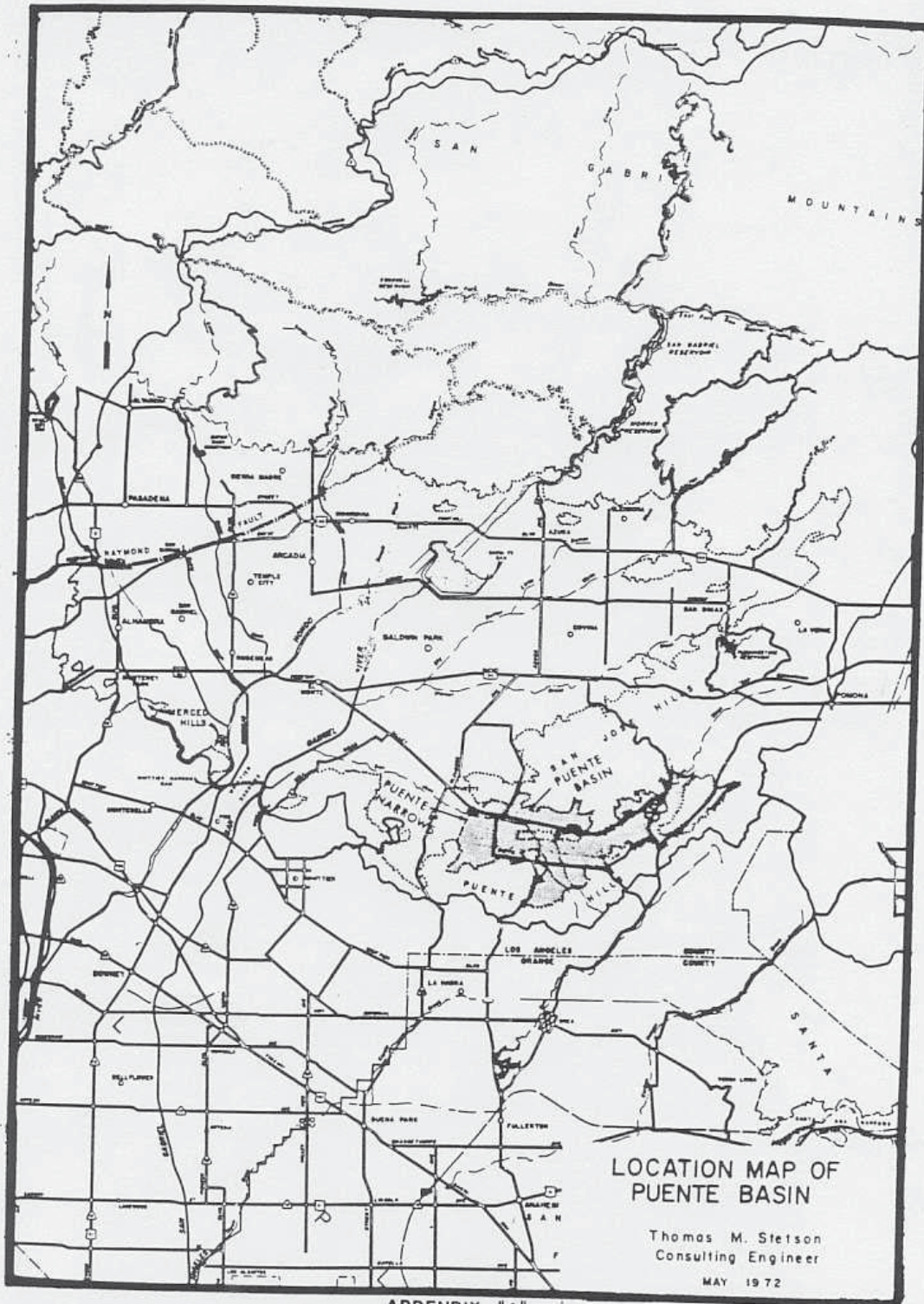
By *J. Bourdet*
P. BOURDET
Vice President

Approved as to form:

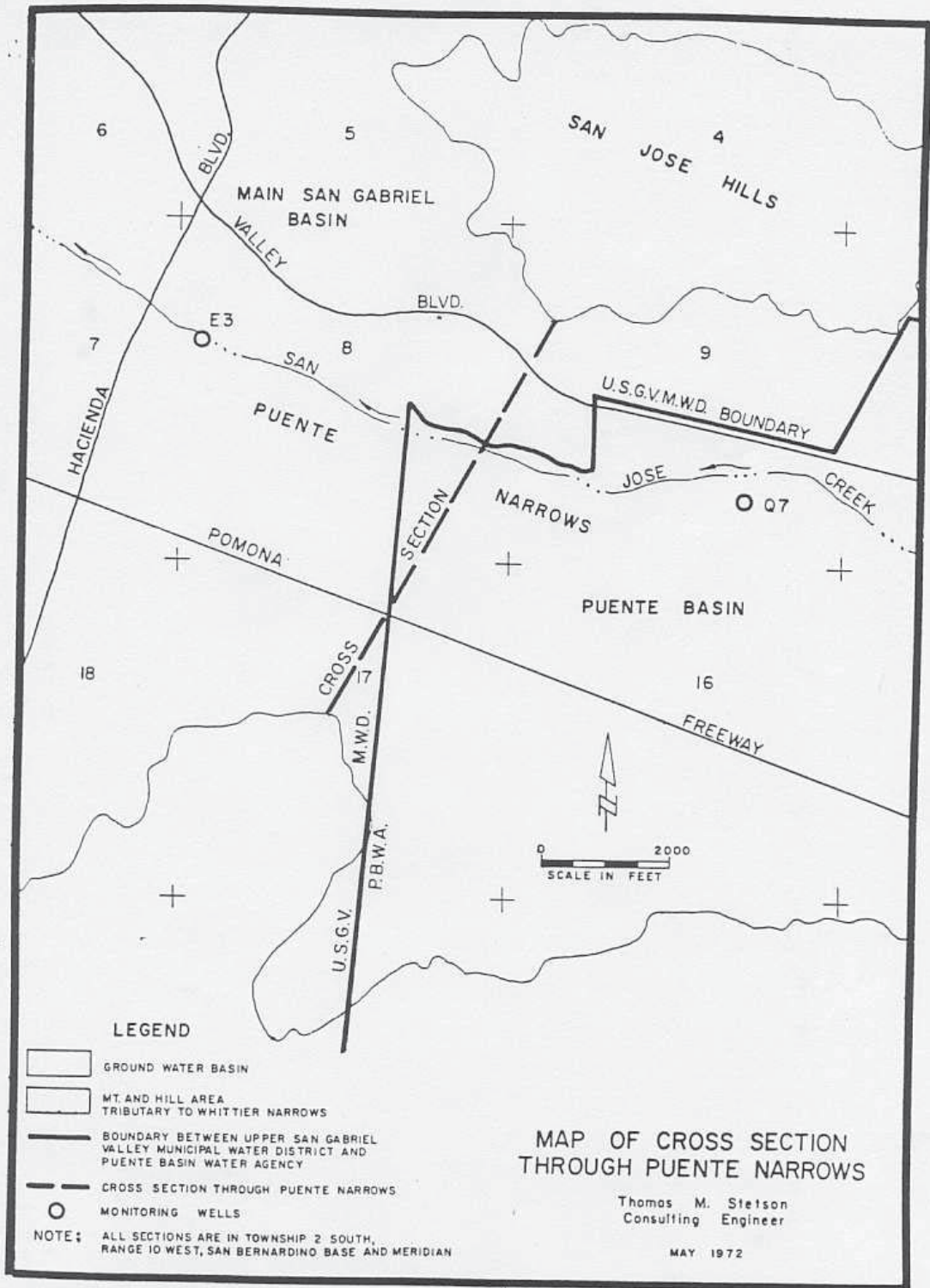
Loice A. Smith
Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

By *W. A. Simmons*
President
W. A. Simmons



APPENDIX "A"
-69-



APPENDIX "B"
-70-

ENGINEERING CRITERIA

APPENDIX "C"

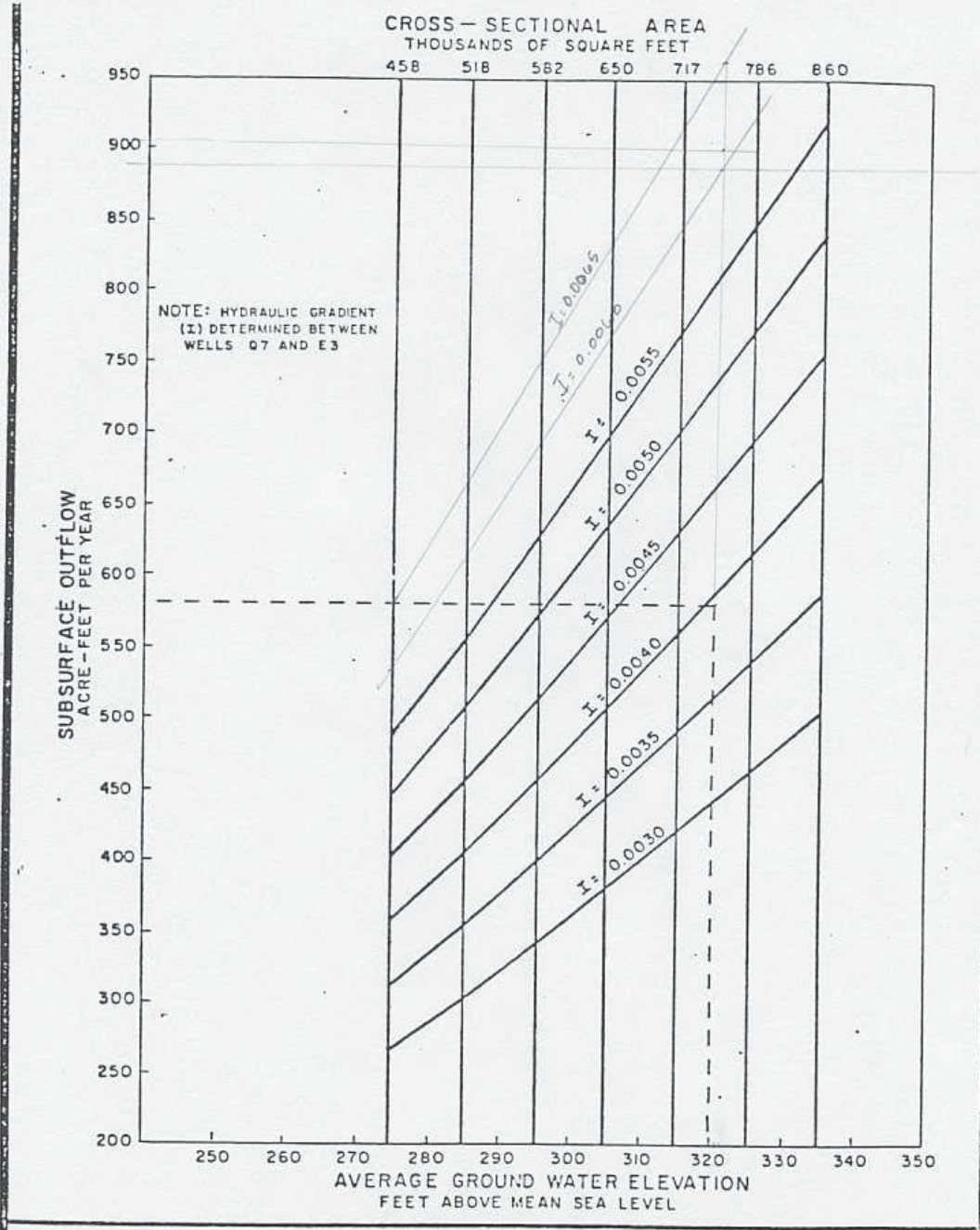
1. Monitoring Wells. The wells designated as State Wells No. 2S/10W-9Q7 and 2S/10W-8E3 and Los Angeles County Flood Control District Nos. 3079M and 3048B, respectively, shall be used to measure applicable ground water elevations. In the event either monitoring well should fail or become unrepresentative, a substitute well shall be selected or drilled by Watermaster. The cost of drilling a replacement well shall be the obligation of the Puente Agency.
2. Measurement. Each monitoring well shall be measured and the ground water elevation determined semi-annually on or about April 1 and October 1 of each year. Prior to each measurement, the pump shall be turned off for a sufficient period to insure that the water table has recovered to a static or near equilibrium condition.
3. Hydraulic Gradient. The hydraulic gradient, or slope of the water surface through Puente Narrows, shall be calculated between the monitoring wells as the difference in water surface elevation divided by the distance, approximately 9,000 feet, between the wells. The hydraulic gradient shall be determined for the spring and fall and the average hydraulic gradient calculated for the year.
4. Ground Water Elevation at Puente Narrows Cross Section. The ground water elevation at the Puente Narrows

APPENDIX "C"

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"



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

1 Exhibit G

2 Description of Overlying Land Owned by or
3 Owned by and Leased to "Golf Course Defendants" as
4 Said Defendants Are Defined in Paragraph 9A(1)

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6 PARCEL 1:

7 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
8 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
9 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
10 SAID COUNTY, described as follows:

11 Beginning at the intersection of the Southwesterly line
12 of said Tract No. 9494, within the Northwesterly line of
13 Fifth Avenue, 100 feet wide, as described in the deed to
14 the County of Los Angeles, recorded in Book 11599, Page
15 391, Official Records of said County; thence along said
16 Southwesterly line, North 33° 15' 20" West, 1011.47
17 feet, more or less, to an angle point in the boundary
18 lines of said Tract No. 9494; thence along the Westerly
19 line of said tract, North 0° 15' 25" West, 949.07 feet,
20 more or less, to the Northerly line of said tract;
21 thence along said Northerly line, South 79° 33' 08" East
22 8.19 feet to an angle point in the boundary lines of
23 said tract; thence continuing along the boundary lines
24 of said tract, North 57° 52' 17" East, 274.48 feet to
25 the Easterly line of the land described as Parcel 1 in
26 the Lease recorded on December 18, 1963, as Instrument
27 No. 4661, in Book M-1413, Page 223, Official Records of
28 said County; thence along the boundary lines of the land

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described in said lease, South 40° 03' 53" East, 130.62 feet, South 14° 54' 34" East 102.96 feet, South 0° 29' 27" East, 176.26 feet, South 15° 00' 40" West, 222.92 feet, South 10° 18' 50" East, 203.61 feet, South 25° 58' 50" East 61.94 feet, North 88° 28' 51" East, 112.28 feet, South 53° 22' 09" East, 54.63 feet and South 61° 31' 19" East, 31.66 feet to the Northerly line of the land described as Parcel 5 in the deed to Huntington Park First Savings and Loan Association, recorded January 2, 1962, as Instrument No. 827, in Book D-1465, Page 632, Official Records of said County; thence along the boundary lines of said Parcel 5 and of Parcel 4 of said last mentioned deed, South 69° 40' 36" West, 51.48 feet, South 19° 00' 30" East, 629.32 feet, South 68° 11' 54" East, 53.85 feet, North 64° 40' 38" East 350.70 feet, North 78° 38' 48" East, 446.79 feet and South 30° 38' 15" East, 79.92 feet to Northwesterly line of said Fifth Avenue; thence along said Northerwesterly line, South 59° 21' 45" West, 1145.85 feet, more or less, to the point of beginning, together with that portion of Fifth Avenue, the title to which would pass by a conveyance of the above described land.

EXCEPT therefrom that portion thereof described as Parcel 1-9 in the Final Order of Condemnation entered in Los Angeles County Superior Court, Case No. C 344,840, a certified copy being recorded January 8, 1981, as

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Instrument No. 81-18500, of Official Records of said County, for Fairway Drive and Walnut Drive.

PARCEL 2:

THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the intersection of the Northeasterly line of said Tract No. 9494, with the center line of Fifth Avenue, as shown on County Surveyor's Map No. B 191-4, on file in the office of the County Surveyor of said County; thence along said center line, South 59° 21' 45" West, 974.74 feet; thence North 37° 14' 13" West, 50.33 feet to a point in the Northwesterly line of said Fifth Avenue; thence along said Northwesterly line, South 59° 21' 45" West, 95.86 feet; thence North 30° 38' 15" West, 79.92 feet; thence South 78° 38' 48" West, 446.79 feet; thence South 64° 40' 30" West, 350.70 feet to the true point of beginning; thence North 68° 11' 54" West, 53.85 feet; thence North 19° 00' 30" West, 629.32 feet; thence North 69° 40' 36" East, 51.48 feet to the beginning of a non-tangent curve having a radius of 177.00 feet and being concave to the Northeast, said curve having a radial line which bears North 24° 28' 28" East; thence Southeasterly along said curve, a distance of 76.61 feet through a central angle of 24° 47' 52" to a curve compound to said last mentioned curve, said compound curve

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having a radius of 257.00 feet and being concave to the Northwest, said point of compound curve having a radial line which bears North 0° 19' 24" West; thence Northeasterly along said last mentioned curve, a distance of 60.55 feet through a central angle of 13° 30' 00" to a curve compound to said last mentioned curve, said compound curve having a radius of 64.00 feet and being concave to the Northwest, said point of compound curve having a radial line which bears North 13° 49' 24" West; thence Northeasterly along said last mentioned curve, a distance of 42.45 feet through a central angle of 38° 00' 00" to a curve compound to said last mentioned curve, said compound curve having a radius of 132.00 feet and being concave to the Northwest, said point of compound curve having a radial line which bears North 51° 49' 24" West; thence Northeasterly along said last mentioned curve, a distance of 64.51 feet through a central angle of 28° 00' 00" to a point in a line, said line being not tangent to said last mentioned curve, said point having a radial line which bears North 79° 49' 24" West, said line being the Northeasterly continuation of the hereinbefore mentioned line having a bearing of North 69° 40' 36" East; thence along said continuation of said line, North 69° 40' 36" East 28.00 feet; thence South 7° 42' 43" West, 137.27 feet; thence South 68° 05' 48" West, 80.18 feet; thence South 21° 31' 49" East, 81.27 feet; thence North 68° 05' 48" East, 34.51 feet to the Southerly continuation of the herein-

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before mentioned line having a bearing of South 7° 42' 43" West; thence along said last mentioned line, South 7° 42' 43" West, 253.63 feet; thence South 68° 11' 54" West, 30.07 feet; thence South 19° 00' 39" East, 183.50 feet; thence South 68° 11' 54" East, 18.10 feet; thence South 1° 45' 38" East, 43.64 feet to the true point of beginning.

EXCEPT all oil, gas and other hydrocarbon substances and all precious metals and minerals in and under the above Parcels 1 and 2 below a depth of 500 feet below the surface but without right of surface entry, as reserved by Helene M. Airey, a married woman, as her separate property, in deed recorded January 2, 1962, as Instrument No. 827, in Book D-1465, Page 632, Official Records of said County.

PARCEL 3:

THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the intersection of the Northeasterly line of said Tract No. 9494, with the center line of Fifth Avenue, as shown on County Surveyor's Map No. B 191-4, on file in the office of the County Surveyor of said County; thence along said center line, South 59° 21' 45" West, 974.74 feet; thence North 37° 14' 13" West, 50.33

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feet to a point in the Northwesterly line of said Fifth Avenue, said point being the true point of beginning; thence along said Northwesterly line of Fifth Avenue, South 59° 21' 45" West, 95.86 feet; thence North 30° 38' 15" West, 79.92 feet; thence South 78° 38' 48" West, 446.79 feet; thence South 64° 40' 38" West, 350.70 feet; thence North 1° 45' 38" West, 43.64 feet; thence North 64° 40' 38" East, 73.47 feet; thence North 21° 54' 58" East, 436.31 feet; thence North 74° 59' 24" East, 328.20 feet; thence South 87° 57' 17" East, 71.75 feet; thence South 37° 14' 13" East, 432.36 feet to the true point of beginning, together with that portion of said Fifth Avenue that would pass with a conveyance of the above described land.

EXCEPT all oil, gas and other hydrocarbon substances and all precious metals and minerals in and under all of the above referred to parcel of land, below a depth of 500 feet below the surface but without right of surface entry, as reserved by Helene M. Airey, a married woman, as her separate property, in deed recorded January 2, 1962, as Instrument No. 827, in Book D-1465, Page 632, Official Records of said County.

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PARCEL 4:

THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the intersection of the Northeasterly line of said Tract No. 9494, with the center line of Fifth Avenue, as shown on County Surveyor's Map No. B 191-4, on file in the office of the county Surveyor of said County; thence along said center line, South 59° 21' 45" West, 974.74 feet; thence North 37° 14' 13" West, 50.33 feet to a point in the Northwesterly line of said Fifth Avenue, said point being the true point of beginning; thence along said Northwesterly line of Fifth Avenue, North 59° 21' 45" East, 110.00 feet, thence North 37° 14' 13" West, 240.00 feet; thence South 59° 21' 45" West 110.00 feet; thence North 37° 14' 13" West, 92.26 feet; thence North 5° 42' 38" East, 77.64 feet; North 87° 57' 17" West, 68.34 feet, thence South 37° 14' 13" East, 432.36 feet to the true point of beginning, together with that portion of said Fifth Avenue that would pass with a conveyance of said land.

EXCEPT all oil, gas and other hydrocarbon substances and all precious metals and minerals in and under all of the above referred to parcel of said land below a depth of 500 feet, but without right of surface entry, as reserved by Andre E. Moynier, a married man, as his

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separate property, in deed recorded January 2, 1962, as Instrument No. 830, in Book D-1465, Page 636, Official Records of said County.

PARCEL 5:

THAT PORTION OF LOT 2 OF TRACT NO. 9058 AS SHOWN ON MAP RECORDED IN BOOK 144, PAGE 99 OF MAPS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, described as follows:

Beginning at the most westerly corner of said Lot 2; thence South 33° 15' 20" East, 50.00 feet along the westerly line of said Lot 2 to the North line of the Lot described in the deed to Charles H. Schimpff and Jane W. Schimpff, recorded in Book 15743, Page 18 of Official Records in the office of said Recorder; thence North 52° 39' 25" East, 68.66 feet to the true point of beginning; thence South 84° 43' 50" East, 1104.53 feet; thence North 0° 04' 30" East, 100.00 feet to a point in said north line; said point being South 89° 55' 30" East, 1100.00 feet along said north line from the true point of beginning; thence South 89° 55' 30" East, 32.42 feet; thence South 0° 06' 48" West, 101.67 feet; thence South 82° 02' 33" West, 175.50 feet; thence South 88° 03' 44" East, 252.30 feet; thence South 84° 43' 06" East, 480.29 feet; thence South 78° 18' 33" East, 261.75 feet; thence North 52° 39' 25" East, 35.66 feet to the true point of beginning.

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1 PARCEL 6:

2 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
3 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
4 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
5 SAID COUNTY, described as follows:

6 Beginning at the most Northerly corner of said Tract No.
7 9494, being a point in the Southerly line of Walnut
8 Drive, as shown on said map; thence along said Southerly
9 line, South 87° 15' 13" West, 103.02 feet to the begin-
10 ning of a curve in said Southerly line concave to the
11 Southeast and having a radius of 230.00 feet; thence
12 Southwesterly along said curve through a central angle
13 of 41° 12' 40", an arc length of 165.43 feet; thence
14 tangent to said curve and along the Southeasterly line
15 of said Walnut Drive, South 46° 02' 33" West, 80.00 feet
16 to the true point of beginning; thence leaving said
17 Southerly line; South 26° 58' 11" East, 246.30 feet;
18 thence South 36° 33' 09" West, 361.01 feet; thence South
19 52° 57' 27" West, 664.00 feet; thence South 56° 55' 15"
20 East, 650.42 feet; thence North 42° 26' 09" East, 47.42
21 feet; thence North 0° 15' 17" East, 675.01 feet; thence
22 North 35° 32' 16" East, 86.02 feet; thence South 18° 26'
23 06" East, 284.60 feet; thence North 83° 51' 13" East,
24 326.88 feet; thence South 29° 03' 48" East, 285.66 feet
25 to the Easterly line of said Tract No. 9494; thence
26 along said Easterly line, South 12° 26' 32" East, 270.00
27 feet to an angle point in said Easterly line; thence
28 continuing along the boundary line of said Tract, South

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37° 54' 25" East, 788.56 feet to the Northwesterly line of Fifth Avenue, 100 feet wide, as described in the deed to the County of Los Angeles, recorded in Book 11599, Page 391, Official Records of said County; thence along said Northwesterly line South 59° 21' 45" West, 864.14 feet to the most Easterly corner of the land described as Parcel 2 in the deed to Huntington Park First Savings and Loan Association, recorded January 2, 1962, as Instrument No. 830, in Book D1465, Page 636, Official Records of said County; thence along the boundary lines of the land described in Parcel 2 of said deed, North 37° 14' 13" West, 240.00 feet, South 59° 21' 45" West, 110.00 feet, North 37° 14' 13" West, 92.26 feet, North 5° 42' 38" East 77.64 feet and North 87° 57' 17" West, 68.34 feet to a point in the Southwesterly line of the land described as Exhibit "A" in the lease recorded December 18, 1963, as Instrument No. 4660, in Book M1413, Page 200, Official Records of said County; thence along said Southwesterly line, North 37° 14' 13" West, 564.20 feet, more or less, to an angle point in said line; thence continuing along the boundaries, described in said lease, South 52° 45' 47" West, 135.22 feet, North 46° 06' 13" West, 41.74 feet, North 3° 17' 44" East, 30.91 feet, North 51° 25' 06" East, 122.97 feet and North 37° 34' 26" West, 795.60 feet, more or less, to the Southeasterly line of said Walnut Drive, North 44° 47' 33" East, 1022.98 feet to an angle point in said Southeasterly line; thence continuing along said South-

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easterly line, North 46° 02' 33" East, 211.59 feet to the true point of beginning, together with that portion of Fifth Avenue, the title to which would pass by a conveyance of the above described land.

PARCEL 7:

THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the intersection of the Northeasterly line of said Tract, with the Northwesterly line of Fifth Avenue, 100 feet wide, as described in the deed to the County of Los Angeles, recorded in Book 11599, Page 391, Official Records of said County; thence along said Northwesterly line, South 59° 21' 45" West, 864.14 feet to the most Easterly corner of the land described as Parcel 2 in the deed to Huntington Park First Savings and Loan Association, recorded January 2, 1962, as Instrument No. 830, in Book D1465, Page 636, Official Records of said County; thence along the boundary line of the land described in Parcel 2 of said deed, North 37° 14' 13" West, 240.00 feet, South 59° 21' 45" West, 110.00 feet, North 37° 14' 13" West, 92.26 feet, North 5° 42' 38" East, 77.64 feet and North 87° 57' 17" West, 68.34 feet to a point in the Southwesterly line of the land described as Exhibit "A" in the lease recorded December 18, 1963, as Instrument No. 4660, in Book

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M1413, Page 200, Official Records of said County, said point being the true point of beginning; thence along said Southwesterly line, North 37° 14' 13" West, 564.20 feet, more or less, to an angle point in said line; thence continuing along the boundaries described in said lease, South 52° 45' 47" West, 135.22 feet and North 46° 06' 13" West, 41.74 feet to the boundary line of the land described in the lease recorded December 18, 1963, as Instrument No. 4661, in Book M1413, Page 223, Official Records of said County; thence along the boundary lines of the land described in said last mentioned lease, South 3° 17' 44" West, 49.70 feet, South 24° 31' 44" West, 85.94 feet, South 61° 39' 59" West, 115.61 feet and South 6° 58' 44" West, 71.26 feet to the Northwesterly line of the land described as Parcel 5 in the deed to Huntington Park First Savings and Loan Association, recorded January 2, 1962, as Instrument No. 827, in Book M1465, Page 632, Official Records of said County; thence along the boundary lines of the land described in said last mentioned deed, North 69° 40' 36" East, 28.00 feet and South 7° 42' 43" West, 137.27 feet to the most Northerly corner of the land described as Parcel 2 in the deed to Helene M. Airey, a married woman, recorded March 15, 1962, as Instrument No. 4920, in Book D1545, Page 755, Official Records of said County; thence along the boundary lines of the land described as said Parcel 2 of said last mentioned deed, South 68° 05' 48" West, 80.18 feet, South 21° 31' 49"

1 East, 81.27 feet and North 68° 05' 48" East, 34.51 feet
2 to the boundary line of the land described as said
3 Parcel 5 in said deed recorded in Book D1465, Page 632,
4 Official Records; thence along the boundary lines of the
5 land described as said Parcel 5 and in Parcel 4 of said
6 last mentioned deed, South 7° 42' 43" West, 253.63 feet,
7 South 68° 11' 54" West, 30.07 feet, South 19° 00' 39"
8 East, 183.50 feet, South 68° 11' 54" West, 18.10 feet,
9 North 64° 40' 38" East, 73.47 feet, North 21° 54' 58"
10 East, 436.31 feet, North 74° 59' 24" East, 328.20 feet
11 and South 87° 57' 17" East, 71.75 feet to the true point
12 of beginning.

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14 PARCEL 8:

15 THAT PORTION OF LOT 1 OF TRACT 9494, IN THE COUNTY OF LOS
16 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
17 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
18 SAID COUNTY, described as follows:

19 Beginning at the intersection of the Southwesterly line
20 of said Lot 1 with the Southeasterly line of Fifth
21 Avenue, 100 feet wide, as described in deed recorded in
22 Book 11599, Page 391, Official Records of said County;
23 thence along said Southeasterly line, North 59° 21' 45"
24 East, 1260.10 feet to the most Westerly corner of Lake
25 Canyon Drive, as shown on the map of Tract No. 28140,
26 recorded in Book 709, Pages 86 to 91 inclusive of Maps,
27 in the office of the County Recorder of said County,
28 said point being the Westerly terminus of a tangent

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curve, concave Southerly and having a radius of 25.00 feet; thence along the boundary lines of said Tract No. 28140, the following courses and distances, Easterly along said tangent curve through an angle of 86° 09' 22" an arc length of 37.59 feet, tangent to said curve, South 34° 28' 53" East, 86.87 feet, South 16° 41' 57" West, 146.16 feet, South 37° 41' 38" West, 55.61 feet, South 58° 59' 41" West, 473.68 feet, South 70° 59' 39" West, 285.57 feet, South 11° 33' 37" West, 89.82 feet, South 35° 45' 42" East, 475.69 feet, North 52° 12' 14" East, 445.46 feet, North 61° 35' 26" East, 720.06 feet, South 7° 47' 05" East, 93.44 feet, South 45° 34' 52" West, 697.24 feet, South 54° 46' 06" West, 391.76 feet, South 28° 29' 10" West, 146.77 feet, South 32° 57' 39" East, 152.56 feet, South 37° 23' 55" East, 390.22 feet and South 69° 19' 57" East, 107.14 feet to the Southeasterly line of said Lot 1; thence along said Southeasterly line, South 52° 42' 29" West, 335.00 feet to the most Southerly corner of said lot; thence along the Southwesterly line of said lot, North 33° 15' 57" West, 1711.03 feet to the point of beginning together with that portion of Fifth Avenue, the title to which would pass with a conveyance of the above described land.

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1 PARCEL 9:

2 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
3 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
4 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
5 SAID COUNTY, described as follows:

6 Beginning at the most Northerly corner of Lot 1 of Tract
7 No. 28140, as per map recorded in Book 709, Pages 86 to
8 91 inclusive of Maps, in the office of the County Re-
9 corder of said County; thence along the boundary line of
10 said Tract No. 28140, South 60° 15' 36" East, 69.02 feet
11 to the true point of beginning; thence continuing along
12 the boundaries of said Tract No. 28140, the following
13 courses and distances: South 60° 15' 36" East, 109.18
14 feet, South 23° 34' 32" East, 60.01 feet, South 60° 03'
15 37" East, 182.33 feet, South 40° 36' 05" East, 202.83
16 feet, South 61° 59' 26" West, 106.47 feet, South 6° 08'
17 28" East, 158.91 feet, South 52° 31' 38" East, 437.22
18 feet and South 58° 22' 16" East, 556.74 feet along said
19 boundary line and prolongation thereof to the South-
20 easterly line of said Tract No. 9494; thence along the
21 Southeasterly and Northeasterly lines of said Tract No.
22 9494, North 53° 30' 52" East, 427.00 feet and North 37°
23 54' 50" West, 235.00 feet to an angle point in the
24 Southerly line of Lot 195 of Tract No. 27141, as per map
25 recorded in Book 765, Pages 72 to 86 inclusive of Maps,
26 records of said County; thence along the boundary lines
27 of said Tract No. 27141, South 34° 29' 02" East, 88.82
28 feet, North 48° 11' 01" West, 572.93 feet, North 17° 55'

1 40" East, 71.47 feet and North 86° 44' 48" East, 155.21
2 feet to the Northeasterly line of said Tract No. 9494;
3 thence along said Northeasterly line, North 37° 54' 50"
4 West, 325.00 feet; thence North 74° 12' 28" West, 200.59
5 feet; thence North 65° 47' 07" West, 393.93 feet; thence
6 South 59° 21' 45" West, 348.12 feet to the true point of
7 beginning.

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9 PARCEL 10:

10 THAT PORTION OF LOT 2 OF TRACT NO. 9058, IN THE COUNTY OF LOS
11 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
12 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
13 RECORDER OF SAID COUNTY, described as follows:

14 Beginning at an angle point in the Southerly line of Lot
15 9 of Tract No. 27141, as per map recorded in Book 765,
16 Pages 72 to 86 inclusive of Maps, records of said
17 County, said point being in the Northerly line of the
18 land described in the deed to Charles H. Schimpff,
19 et al., recorded in Book 15743, Pages 18 and 19,
20 Official Records of said County; thence along the
21 Southerly line of said Tract No. 27141 and the Southerly
22 line of Lot 81 of Tract No. 28140, as per map recorded
23 in Book 709, Pages 86 to 91 inclusive of Maps, records
24 of said County, North 74° 10' 16" West, 897.64 feet,
25 more or less, to the Northwesterly line of Lot 2 of said
26 Tract No. 9058; thence along the boundary lines of said
27 Lot 2, South 52° 42' 29" West, 400.00 feet and South 33°
28 08' 52" East, 49.86 feet; thence North 52° 30' 54" East,

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68.49 feet, more or less, to said Northerly line of the land described in the deed to Charles H. Schimpff, et al.; thence along said Northerly line, South 89° 53' 17" East, 1100.00 feet to the point of beginning.

PARCEL 11:

THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT NO. 9058, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 98, 99 AND 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the angle point in the Northeasterly line of Lot 130 of Tract No. 27141, as per map recorded in Book 765, Pages 72 to 86 inclusive of Maps, records of said County, as said point being in the Northwesterly line of Lot 2 of said Tract No. 9058; thence along the boundary lines of said Tract No. 27141, South 58° 30' 00" East, 225.00 feet, South 8° 00' 00" West, 40.00 feet, South 82° 00' 00" East, 280.00 feet, Easterly along a tangent curve, concave Northerly and having a radius of 70.00 feet through a central angle of 40° 15' 56" an arc length of 49.19 feet, non-tangent North 8° 00' 00" West, 392.75 feet, North 30° 30' 00" East, 30.00 feet, North 59° 30' 00" West, 110.00 feet and North 48° 55' 31" West, 235.60 feet to the Southwesterly line of Lot 1 of said Tract No. 9058; thence along the Southwesterly line of said Lot 1 and the Northwesterly line of Lot 2 of said Tract No. 9058, South 37° 54' 50" East,

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235.00 feet and South 53° 30' 52" West, 427.00 feet to the point of beginning.

PARCEL 12:

THAT PORTION OF LOT 1 OF TRACT NO. 9058, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the intersection of the Southwesterly line of said Lot 1 with the Northerly line of Lot 201 of Tract No. 27141, as per map recorded in Book 765, Pages 72 to 86 inclusive of Maps, records of said County; thence along the boundary lines of said Tract No. 27141, North 85° 15' 09" East, 370.64 feet to the Westerly line of Walnut Leaf Drive, as shown on the map of said Tract No. 27141; thence along said Westerly line, North 24° 49' 59" West, 110.00 feet; thence South 65° 10' 01" West, 25.00 feet; thence North 74° 44' 58" West 518.57 feet to said Southwesterly line of Lot 1; thence along said Southwesterly line, South 37° 54' 50" East, 325.00 feet to the point of said beginning.

PARCEL 13:

THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT NO. 9058, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

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Beginning at the most Northerly corner of Lot 226 of Tract No. 27141, as per map recorded in Book 765, Pages 72 to 86 inclusive of Maps, records of said County; thence along the boundary lines of said Tract No. 27141, the following courses and distances: South 40° 30' 00" West, 230.00 feet, South 29° 15' 00" East, 370.00 feet, South 39° 30' 00" West, 180.00 feet, South 21° 30' 00" East, 115.00 feet, South 59° 45' 00" West, 93.00 feet, North 40° 00' 00" West, 735.00 feet, South 76° 15' 00" West, 55.00 feet, South 1° 00' 00" East, 338.00 feet, South 85° 13' 28" West, 170.71 feet, North 24° 49' 59" West, 182.22 feet to a tangent curve, concave Southwesterly and having a radius of 230.00 feet and Northwesterly along said curve through a central angle of 18° 30' 00", an arc distance of 74.26 feet; thence North 49° 36' 00" East, 41.28 feet; thence North 3° 30' 13" West, 245.45 feet; thence North 20° 48' 07" West, 630.43 feet to a point in the Southeasterly line of Fifth Avenue, 100 feet wide, said point being a curve, concave Northwesterly and having a radius of 1050.00 feet, the radial line to said point bears South 50° 24' 51" East; thence Northeasterly along said curve through a central angle of 16° 54' 54", an arc distance of 309.98 feet; thence tangent to said curve and continuing along said Southeasterly line, North 22° 40' 15" East, 79.41 feet, more or less, to the Northeasterly line of Lot 1 of said Tract No. 9058; thence along said Northeasterly line, South 48° 38' 15" East, 1260.00 feet to the point of

1 beginning, together with that portion of Fifth Avenue
2 that would pass by a conveyance of the above described
3 land.

4
5 PARCEL 14:

6 THAT PORTION OF LOT 1 OF TRACT NO. 9058, IN THE COUNTY OF LOS
7 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
8 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
9 RECORDER OF SAID COUNTY, described as follows:

10 Beginning at the intersection of the Northwesterly line
11 of Fifth Avenue, 100 feet wide, as described in the deed
12 recorded in Book 11537, Page 397, Official Records of
13 said County with the Northeasterly line of said Lot 1;
14 thence along said Northwesterly line, South 22° 40' 15"
15 West, 113.23 feet to the beginning of a tangent curve in
16 said Northwesterly line, concave Northwesterly and
17 having a radius of 950.00 feet; thence Southwesterly
18 along said curve, through a central angle of 5° 25' 41",
19 an arc distance of 90.00 feet; thence non-tangent to
20 said curve, North 57° 12' 38" West, 344.21 feet; thence
21 North 65° 00' 00" West, 105.00 feet; thence North 87°
22 00' 00" West, 120.00 feet; thence South 86° 00' 00"
23 West, 380.00 feet; thence South 25° 00' 00" West, 105.04
24 feet to a point in a non-tangent curve, concave North-
25 easterly and having a radius of 170.00 feet, the radial
26 line to said point bears South 28° 14' 03" West; thence
27 Northwesterly along said curve through a central angle
28 of 31° 15' 57", an arc distance of 92.77 feet; thence

1 tangent to said curve, North 30° 30' 00" West, 69.00
2 feet; thence North 62° 30' 06" East, 744.86 feet to the
3 Northeasterly line of Lot 1 of said Tract No. 9058;
4 thence along said Northeasterly line, South 48° 38' 52"
5 East, 454.80 feet and South 48° 38' 02" East, 145.22
6 feet to the point of beginning, together with that
7 portion of said Fifth Avenue, that would pass by a
8 conveyance of the above described land.

9
10 PARCEL 15:

11 THAT PORTION OF LOT 1 OF TRACT NO. 9058, IN THE COUNTY OF LOS
12 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
13 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
14 RECORDER OF SAID COUNTY, described as follows:

15 Beginning at the intersection of the Northwesterly line
16 of Fifth Avenue, 100 feet wide, as described in the deed
17 recorded in Book 11537, Page 397, Official Records of
18 said County, with the Southwesterly line of said Lot 1;
19 thence along said Southwesterly line, North 37° 54' 25"
20 West, 788.56 feet and North 12° 26' 32" West, 270.00
21 feet; thence South 30° 49' 45" East, 329.79 feet; thence
22 North 46° 30' 00" East, 126.00 feet to a point in a
23 non-tangent curve, concave Northeasterly and having a
24 radius of 230.00 feet, the radial line to said point
25 bears South 44° 00' 00" West; thence Southeasterly along
26 said curve through a central angle of 33° 00' 00", an
27 arc distance of 132.47 feet; thence non-tangent to said
28 curve, South 20° 43' 14" East, 635.50 feet to said

1 Northwesterly line of Fifth Avenue; thence along said
2 Northwesterly line, South 59° 21' 45" West, 68.00 feet
3 to the point of beginning, together with that portion of
4 said Fifth Avenue, that would pass by a conveyance of
5 the above described land.
6

7 PARCEL 16:

8 AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH
9 OTHERS, FOR THE PURPOSE OF PERMITTING CONSTRUCTION OF A GOLF
10 COURSE AND TO PERMIT FREE ACCESS FROM ONE PORTION OF THE PROPOSED
11 GOLF COURSE TO ANOTHER BEFORE, DURING AND AFTER CONSTRUCTION OF
12 SAID GOLF COURSE, OVER THAT PORTION OF LOT 1 OF TRACT NO. 9058,
13 AS SHOWN ON MAP RECORDED IN BOOK 144, PAGES 98 AND 99 OF MAPS, IN
14 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as
15 follows:

16 Beginning at a point in the Westerly line of said Lot 1,
17 said point being South 12° 26' 40" East, a distance of
18 1389.40 feet along said Westerly line from the Southerly
19 line of Walnut Drive; thence North 12° 26' 40" West,
20 270.00 feet; thence South 30° 50' 58" East, 329.79 feet;
21 thence North 46° 30' 00" East, 126.00 feet to a point in
22 a non-tangent curve of radius 230.00 feet concave to the
23 Northeast, said point having a radial line which bears
24 North 44° 00' 00" East, said last mentioned point being
25 the true point of beginning; thence North 44° 00' 00"
26 East, 60.00 feet along said radial line to a point in a
27 curve of radius 170.00 feet, said curve being parallel
28 to the said curve of radius, 230.00 feet; thence in a

1 Southeasterly direction along said 170.00 foot radius
2 curve, a distance of 29.57 feet through a central angle
3 of 9° 57' 53"; thence South 34° 02' 07" West, 60.00 feet
4 along a radial line to a point in said 230 foot radius
5 curve; thence in a Northwesterly direction along said
6 last mentioned curve; 40.00 feet through a central angle
7 of 9° 57' 53" to the true point of beginning.

8
9 PARCEL 17:

10 AN EASEMENT FOR INGRESS AND EGRESS, TO BE USED IN COMMON WITH
11 OTHERS, FOR THE PURPOSE OF PERMITTING CONSTRUCTION OF A GOLF
12 COURSE AND TO PERMIT FREE ACCESS FROM ONE PORTION OF THE PROPOSED
13 GOLF COURSE TO ANOTHER BEFORE, DURING AND AFTER CONSTRUCTION OF
14 SAID GOLF COURSE, OVER THAT PORTION OF LOT 1 OF TRACT NO. 9058,
15 AS SHOWN ON MAP RECORDED IN BOOK 144, PAGE 98 OF MAPS, IN THE
16 OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as
17 follows:

18 Beginning at the most Southerly corner of said Lot 1;
19 thence North 37° 54' 50" West, 1048.00 feet along the
20 Southwesterly line of said Lot 1; thence South 74° 44'
21 58" East, 518.57 feet; thence North 65° 10' 01" East, 25
22 feet; thence South 24° 49' 59" East, 110.00 feet to the
23 true point of beginning; thence North 85° 13' 28" East,
24 63.87 feet; thence North 24° 49' 59" West, to a line
25 parallel with that course described above as having a
26 length of 63.87 feet and distant 50 feet Northerly
27 therefrom, measured at right angles; thence South 85°
28 13' 28" West, to a line that bears North 24° 49' 50"

1 West, from the true point of beginning; thence South 24°
2 49' 59" East, to the true point of beginning.

3
4 PARCEL 18:

5 THAT PORTION OF LOT 2 OF TRACT NO. 9058 IN THE COUNTY OF LOS
6 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
7 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
8 RECORDER OF SAID COUNTY, described as follows:

9 Beginning at an angle point in the Southerly line of Lot
10 9 of Tract No. 27141, as per map recorded in Book 765,
11 Pages 72 to 86 inclusive of Maps, records of said
12 County, said point being in the Northerly line of the
13 land described in the deed to Charles H. Schimpff,
14 et al., recorded in Book 15743, Pages 18 and 19,
15 Official Records of said County; thence along said
16 Northerly line, North 89° 53' 17" West, 1100.00 feet to
17 an angle point in the boundary lines of the land
18 described in said deed; thence South 84° 41' 37" East,
19 1104.54 feet to a line which bears South 0° 06' 43" West
20 from the point of beginning; thence North 0° 06' 43"
21 East, 100.00 feet to the point of beginning.

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23 PARCEL 19:

24 AN EASEMENT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES OVER
25 THOSE PORTIONS OF LOTS 48 AND 131 OF TRACT NO. 28140, IN THE
26 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED
27 IN BOOK 709, PAGES 86 TO 91 INCLUSIVE OF MAPS, IN THE OFFICE OF
28 THE COUNTY RECORDER OF SAID COUNTY, described as follows:

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Beginning at the most Southerly corner of said Lot 48, being also the most Northerly corner of Lot 49 of said Tract; thence South 25° 23' 45" West, 109.59 feet to the most Northerly corner of Lot 129 of said Tract, being a point in the Westerly line of said Lot 131; thence along said Westerly line North 7° 47' 05" West, 93.44 feet to the most Easterly corner of Lot 34 of said Tract; thence North 25° 23' 45" East, 107.10 feet to a point in the Easterly line of said Lot 131, said Easterly line being a curve concave Southwesterly and having a radius of 330.00 feet, the radial line to said point bears North 76° 59' 57" East; thence Northerly along said curve, through a central angle of 10° 48' 27" an arc distance of 62.25 feet to the Southwesterly prolongation of that certain line in the boundary of said Lot 48 having a bearing and length of North 61° 59' 26" East, 106.47 feet; thence along said prolonged line North 61° 59' 26" East, 18.52 feet to an angle point in the boundary line of said Lot 48; thence along the Easterly line of said Lot 48, South 6° 08' 28" East, 158.91 feet to the point of beginning.

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PARCEL 20:

THAT PORTION OF THE 33.05 ACRE ALLOTMENT TO JESUS YBARRA IN THE RANCHO RINCON DE LA BREA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE PARTITION MAP FILED WITH THE REPORT OF THE REFEREES IN CASE NO. 2168 OF THE DISTRICT COURT OF THE 17th JUDICIAL DISTRICT OF SAID COUNTY AND STATE, described as follows:

Beginning at a point in the Northerly line of said 33.05 acre allotment, distant thereon South 74° 45' 25" West, 85.21 feet from the most Northerly corner of said 33.05 acre allotment, said most Northerly corner being a point in the Southwesterly line of Tract No. 5979, as shown on map recorded in Book 88, Pages 52 and 53 of maps, records of said County, said point being the Northeasterly corner of the land designated as Lot 5, Parcel "A" on Partition Map in Case No. 72721, New Probate of the Superior Court of said County; thence along said Northerly line, North 74° 45' 25" East, 85.21 feet to said most Northerly corner; thence along said Southwesterly line, South 35° 23' 35" East, 440.40 feet to a point in the Northerly line of a railroad right of way, as shown on map recorded in Book 150, Page 86 of Deeds, records of said County, said last mentioned point being the Southeasterly corner of said Lot 5, Parcel "A"; thence Westerly along the Northerly line of said right of way, on a curve, concave to the North having a radius of 2814.90 feet to the intersection with a line that bears South 35° 23' 35" East, and which passes through

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the point of beginning of this description; thence North
35° 23' 35" West to the point of beginning.

PARCEL 21:

THAT PORTION OF LOT 1, OF TRACT NO. 9494, IN THE COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK
138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY, described as follows:

Commencing at the intersection of the centerline of
Walnut Drive and the Southerly prolongation of the
centerline of Water Street, as said intersection is
shown on said map; thence North 57° 41' 30" East along
said centerline of Walnut Drive, a distance of 25.00
feet; thence South 32° 18' 30" East, 20.00 feet to the
true point of beginning, said true point of beginning
being a point in the Southeasterly line of said Walnut
Drive; thence South 40° 22' 19" East, 385.02 feet;
thence South 56° 32' 25" East, 209.39 feet; thence South
46° 06' 13" East, 259.08 feet; thence North 3° 17' 44"
East, 30.91 feet; thence North 51° 25' 06" East, 122.97
feet; thence North 37° 34' 26" West, 790.70 feet to a
point in said Southeasterly line of Walnut Drive; thence
South 44° 36' 30" West, 9.69 feet; thence South 57° 41'
30" West, 259.94 feet along said Southeasterly line to
the true point of beginning.

EXCEPT that portion of the above described parcel,
described as follows:

1 Commencing at said intersection of the centerline of
2 said Walnut Drive and the Southerly prolongation of said
3 centerline of Water Street; thence North 57° 41' 30"
4 East, along said centerline of Walnut Drive, 101.70
5 feet; thence South 26° 01' 15" East, 20.12 feet to a
6 point in the Northwesterly line of said Lot No. 1, said
7 last mentioned point being the true point of beginning;
8 thence South 26° 01' 15" East, 57.73 feet; thence South
9 64° 18' 45" West, 26.30 feet; thence North 26° 01' 15"
10 West, 18.20 feet; thence North 64° 18' 45" East, 16.30
11 feet; thence North 26° 01' 15" West, 38.43 feet, more or
12 less, to said Northwesterly line of said Lot No. 1:
13 thence North 57° 41' 30" East, 10.06 feet to the true
14 point of beginning.

15 ALSO EXCEPT that portion described as follows:
16

17 That portion of Lot 1, Tract 9494, as per map recorded
18 in Book 138, Pages 41 and 42 of Maps, records of Los
19 Angeles County, California, described as follows:
20 Beginning at the intersection of Walnut Drive, 40 feet
21 wide, and the Southerly prolongation of the centerline
22 of Water Street, as said intersection is shown on said
23 map; thence North 57° 41' 30" East along said centerline
24 of Walnut Drive, 25 feet; thence South 32° 18' 30" East,
25 20 feet to the Southeasterly line of Walnut Drive;
26 thence South 40° 22' 19" East, 385.02 feet; thence South
27 56° 32' 25" East, 209.39 feet; thence South 46° 06' 13"
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East, 20.59 feet to the true point of beginning; thence North 53° 36' 06" East, 75.29 feet; thence South 79° 50' 53" East, 51.46 feet; thence North 60° 59' 22" East, 69.43 feet; thence South 37° 34' 26" East, 160.36 feet; thence South 51° 25' 06" West, 122.97 feet; thence South 03° 17' 44" West, 30.91 feet; thence North 46° 06' 13" West, 238.49 feet; to the true point of beginning.

EXCEPT therefrom all oil, gas and other hydrocarbon substances and all precious minerals and metals below the depth of 500 feet below the surface of the demised premises, provided further, however, that there shall be no right of surface entry for the purpose of taking any of said reserved substances, as reserved in deed recorded Dec. 23, 1976 as Instrument No. 1973, Official Records.

PARCEL 22:

THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Commencing at said intersection of the centerline of said Walnut Drive and the Southerly prolongation of said centerline of Water Street; thence North 57° 41' 30" East, along said centerline of Walnut Drive, 101.70 feet; thence South 26° 01' 15" East, 20.12 feet to a point in the Northwesterly line of said Lot No. 1, said

1 last mentioned point being the true point of beginning;
2 thence South 26° 01' 15" East, 57.73 feet; thence South
3 64° 18' 45" West, 26.30 feet; thence North 26° 01' 15"
4 West, 18.20 feet; thence North 64° 18' 45" East, 16.30
5 feet; thence North 26° 01' 15" West, 38.43 feet, more or
6 less, to said Northwesterly line of said Lot No. 1;
7 thence North 57° 41' 30" East, 10.06 feet to the true
8 point of beginning.

9
10 EXCEPT therefrom all oil, gas and other hydrocarbon
11 substances and all precious minerals and metals below
12 the depth of 500 feet below the surface of the demised
13 premises, provided further, however, that there shall be
14 no right of surface entry for the purpose of taking any
15 of said reserved substances, as reserved in deed
16 recorded Dec. 23, 1976 as Instrument No. 1973, Official
17 Records.

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19 PARCEL 23:

20 THAT PORTION OF LOT 1, TRACT 9494, IN THE COUNTY OF LOS ANGELES,
21 STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41
22 AND 42 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA,
23 described as follows:

24 Beginning at the intersection of Walnut Drive, 40 feet
25 wide, and the Southerly prolongation of the centerline
26 of Water Street, as said intersection is shown on said
27 map; thence North 57° 41' 30" East along said centerline
28 of Walnut Drive, 25 feet; thence South 32° 18' 30" East,

1 20 feet to the Southeasterly line of Walnut Drive;
2 thence South 40° 22' 19" East, 385.02 feet; thence South
3 56° 32' 25" East, 209.39 feet; thence South 46° 06' 13"
4 East, 20.59 feet to the true point of beginning; thence
5 North 53° 36' 06" East, 75.29 feet; thence South 79° 50'
6 53" East, 51.46 feet; thence North 60° 59' 22" East,
7 69.43 feet; thence South 37° 34' 26" East, 160.36 feet;
8 thence South 51° 25' 06" West, 122.97 feet; thence South
9 03° 17' 44" West, 30.91 feet; thence North 46° 06' 13"
10 West, 238.49 feet; to the true point of beginning.

11
12 EXCEPT therefrom all oil, gas and other hydrocarbon
13 substances and all precious minerals and metals below
14 the depth of 500 feet below the surface of the demised
15 premises, provided further, however, that there shall be
16 no right of surface entry for the purpose of taking any
17 of said reserved substances, as reserved in deed
18 recorded Dec. 23, 1976 as Instrument No. 1973, Official
19 Records.

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21 PARCEL 24:

22 THAT PORTION OF LOT 1 OF TRACT 9494, IN THE COUNTY OF LOS
23 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
24 PAGE 42 OF MAPS, described as follows:

25 Beginning at the most Easterly corner of said Tract
26 9494; thence North 37° 54' 50" West, 1580.75 feet along
27 the Northeasterly line of said Tract 9494; to an inter-
28 section with the Southeasterly line of 5th Avenue as

1 shown on County Surveyor's Map No. B 191-4 on file in
2 the office of the Surveyor thence South 59° 21' 45"
3 West, 580.00 feet along said Southeasterly line of 5th
4 Avenue to the true point of beginning; thence continuing
5 South 59° 21' 45" West, 100 feet along said South-
6 easterly line of 5th Avenue thence South 60° 15' 36"
7 East, 69.02 feet; thence North 59° 21' 45" East, 100.00
8 feet parallel to said 5th Avenue; thence North 60° 15'
9 36" West, 69.02 feet to the true point of beginning.

10 EXCEPT all oil, gas and other hydrocarbon substances and
11 all precious metals and minerals in and under said
12 parcel of land below a depth of 500 feet below the
13 surface, but without right of surface entry, as reserved
14 by Helene M. Airey, a married woman, as her separate
15 property, in deed recorded January 2, 1962 in Book
16 D1465, Page 632, Official Records.
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19 PARCEL 25:

20 THAT PORTION OF LOT 1, OF TRACT NO. 9494 AS SHOWN ON MAP RECORDED
21 IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE RE-
22 CORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, de-
23 scribed as follows:

24 Beginning at the most southerly corner of said Lot 1,
25 thence north 33°15'20" west 2,839.91 feet along the
26 southwesterly line of said Lot 1 to its most westerly
27 corner, thence north 0°15'25" west 949.07 feet to a
28 point in the southerly line of Walnut Drive as shown on

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said Map of Tract No. 9494, thence south 79°33'18" east 8.19 feet along said southerly line, thence south 57°52'07" west 277.33 feet along the southeasterly line of said Walnut Drive, thence south 40°03'53" east 130.63 feet, thence south 14°54'34" east 102.96 feet, thence south 0°29'27" east 176.27 feet, thence south 15°00'40" west 222.92 feet, thence south 10°18'50" east 203.61 feet, thence south 25°58'50" east 61.94 feet, thence north 88°28'51" east 112.29 feet, thence south 53°22'09" east 54.63 feet, thence south 61°31'19" east 31.66 feet, thence south 69°40'36" west 51.48 feet, thence south 19°00'39" east 629.32 feet, thence south 68°11'14" east 53.85 feet, thence north 64°40'38" east 350.70 feet, thence north 78°38'48" east 446.79 feet, thence south 30°38'15" east 79.92 feet to a point in the northwesterly line of 5th Avenue as shown on County Surveyor's Map No. B-191-4, on file in the office of the Surveyor of said County, said last mentioned point being south 59°21'45" west 1,070.00 feet along said northwesterly line from the intersection of the easterly line of said Lot 1, with said northwesterly line of 5th Avenue, thence north 59°21'45" east 95.86 feet along said northwesterly line, thence north 37°14'13" west 432.36 feet, thence north 87°57'17" west 71.75 feet, thence south 74°59'24" west 328.20 feet, thence south 21°54'58" west 436.31 feet, thence south 64°40'38" west 73.47 feet, thence north 68°11'14" west 18.10 feet, thence north 19°00'39" west 183.50 feet, thence north 68°11'54" east

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30.07 feet, thence north 7°42'43" east 253.63 feet,
thence south 68°05'48" west 34.51 feet, thence north
21°31'49" west 81.27 feet, thence north 68°05'48" east
80.18 feet, thence north 7°42'43" east 137.27 feet,
thence south 69°40'36" west 28.00 feet, thence north
6°58'44" east 71.26 feet, thence north 61°39'59" east
115.61 feet, thence north 24°31'44" east 85.94 feet,
thence north 3°17'44" east 49.70 feet, thence south
46°06'13" east 41.74 feet, thence north 52°45'47" east
135.22 feet, thence south 37°14'13" east 1,002.90 feet
to a point in said northwesterly line of 5th Avenue,
thence south 37°54'50" east 100.81 feet to a point in
the southeasterly line of said 5th Avenue, thence north
59°21'45" east 294.14 feet along said last mentioned
southeasterly line, thence south 60°15'36" east 69.02
feet, thence north 59°21'45" east 348.12 feet, thence
south 65°47'07" east 393.93 feet, thence south 74°10'26"
east 200.86 feet to a point in said easterly line of Lot
1, thence south 37°54'50" east 325.00 feet along said
easterly line, thence south 86°44'48" west 155.21 feet,
thence south 17°55'40" west 71.47 feet, thence south
48°11'01" east 572.93 feet, thence north 34°28'38" east
88.82 feet to a point in said easterly line of Lot 1,
said point being north 37°54'50" west 235.00 feet from
the most easterly corner of said Lot 1, thence south
37°54'50" east 235.00 feet along said easterly line to
said most easterly corner, thence south 53°30'00" west
427.00 feet along the southeasterly line of said Lot 1,

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thence north 58°22'28" west 557.19 feet, thence north 52°31'38" west 437.22 feet, thence north 6°08'28" west 158.91 feet, thence north 61°59'26" east 106.47 feet, thence north 40°36'05" west 202.83 feet, thence north 60°03'37" west 182.33 feet, thence north 23°34'32" west 60.01 feet, thence north 60°15'36" west 178.20 feet to a point in said southeasterly line of 5th Avenue, thence south 59°21'45" west 260.00 feet along said last mentioned southeasterly line, thence south 34°28'55" east 110.27 feet, thence south 16°41'57" west 146.16 feet, thence south 37°41'38" west 55.61 feet, thence south 58°59'41" west 473.68 feet, thence south 70°59'39" west 285.57 feet, thence south 11°33'37" west 89.82 feet, thence south 35°45'42" east 475.69 feet, thence north 52°12'14" east 445.46 feet, thence north 61°35'26" east 720.06 feet, thence south 7°47'05" east 93.44 feet, thence south 45°34'52" west 697.24 feet, thence south 54°46'06" west 391.76 feet, thence south 28°29'10" west 146.77 feet, thence south 32°57'39" east 152.56 feet, thence south 37°23'55" east 390.22 feet, thence south 68°51'43" east 107.57 feet, to a point in said southeasterly line of Lot 1, said point being north 52°39'25" east 335.00 feet, along said last mentioned southeasterly line from the point of beginning, thence south 52°39'25" west 335.00 feet to the point of beginning.

EXCEPTING therefrom that portion of said 5th Avenue as shown on said C.S.B. 191-4.

(SAID PARCEL CONTAINS 68.26 ACRES)

PARCEL 26:

1 THAT PORTION OF THE 33.05 ACRE ALLOTMENT TO JESUS YBARRA, IN THE
2 RANCHO RINCON DE LA BREA IN THE COUNTY OF LOS ANGELES, STATE OF
3 CALIFORNIA, AS SHOWN ON THE PARTITION MAP FILED WITH THE REPORT
4 OF THE REFEREES IN CASE NO. 2168 OF THE DISTRICT COURT OF THE
5 17TH JUDICIAL DISTRICT IN SAID COUNTY AND STATE, described as
6 follows:

7 Beginning at a point in the northerly line of said 33.05
8 acre allotment distant thereon north $74^{\circ}17'10''$ east
9 438.00 feet and north $74^{\circ}45'25''$ east 216.00 feet from
10 the most westerly corner of said allotment, said point
11 being the northwesterly corner of the land designated as
12 Lot 5, Parcel "A" on partition map in Case No. 72721 New
13 Probate of the Superior Court; thence continuing along
14 said northerly line north $74^{\circ}45'25''$ east 186.60 feet to
15 the most northerly corner of said 33.05 acre allotment,
16 common to a point in the southwesterly line of Tract No.
17 5579 as shown on map recorded in Book 88 Pages 52 and 53
18 of Maps, records of said County, said point being the
19 northeast corner of said Lot 5 Parcel "A"; thence south
20 $35^{\circ}23'35''$ east along said southwesterly line 440.49
21 feet, to a point in the northwesterly line of a railroad
22 right of way as shown on map recorded in Book 150 page
23 86 of Deeds, records of said County, said point being
24 the southeasterly corner of said Lot 5 Parcel "A";
25 thence westerly along the northerly line of said right
26 of way on a curve concave to the north having a radius
27 of 2,814.90 feet, a distance of 156.09 feet to the end
28

1 of said curve; thence tangent to said curve south
2 86°56'20" west, along the northerly line of said right
3 of way, 305.58 feet to the southwesterly corner of the
4 land designated Lot 4 Parcel "A" on said map in Case No.
5 72721; thence south 86°56'20" west along the northerly
6 line of the 100 foot right of way of the San Pedro, Los
7 Angeles, and Salt Lake Railroad Company, as described in
8 deed recorded in Book 1505 Page 84 of Deeds, records of
9 said County, 554.07 feet to the easterly line of Water
10 Street in the westerly line of said 33.05 acre allot-
11 ment; thence north 15°37'50" west along said westerly
12 line to a line parallel with and distant northerly 16.50
13 feet measured at right angles from the northerly lines
14 of said railroad right of ways; thence along said
15 parallel line north 86°56'20" east to the westerly line
16 of said Lot 5 Parcel "A"; thence along said westerly
17 line north 15°37'50" west to the point of beginning.

18 PARCEL 27:

19 THAT PORTION OF LOT 1, OF TRACT NO. 9494, AS SHOWN ON MAP
20 RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF
21 THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF
22 CALIFORNIA, described as follows:

23 Commencing at the intersection of the center line of
24 Walnut Drive and the southerly prolongation of the
25 center line of Water Street, as said intersection is
26 shown on said Map; thence north 57°41'30" east along
27 said center-line of Walnut Drive a distance of 25.00
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feet; thence south 32°18'30" east 20.00 feet to the true point of beginning, said true point of beginning being a point in the southeasterly line of said Walnut Drive; thence south 57°41'30" west 42.00 feet along said southeasterly line; thence south 40°03'53" east 130.63 feet, thence south 14°54'34" east 102.96 feet, thence south 0°29'27" east 176.26 feet, thence south 15°00'40" west 222.92 feet, thence south 10°18'50" east 203.61 feet, thence south 25°58'50" east 61.94 feet, thence north 88°28'51" east 112.28 feet, thence south 53°22'09" east 54.63 feet, thence south 61°31'19" east 31.66 feet, to the beginning of a non-tangent curve having a radius of 177.00 feet and being concave to the northeast, said curve having a radial line which bears north 24°28'28" east, thence southeasterly along said curve a distance of 76.61 feet through a central angle of 24°47'52" to a curve compound to said last mentioned curve, said compound curve having a radius of 257.00 feet and being concave to the northwest, said point of compound curve having a radial line which bears north 0°19'24" west; thence northeasterly along said last mentioned curve a distance of 60.55 feet through a central angle of 13°30'00" to a curve compound to said last mentioned curve, said compound curve having a radius of 64.00 feet and being concave to the northwest, said point of compound curve having a radial line which bears north 13°49'24" west; thence northeasterly along said last mentioned curve a distance of 42.45 feet through a

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central angle of 38°00'00" to a curve compound to said last mentioned curve, said compound curve having a radius of 132.00 feet and being concave to the northwest, said point of compound curve having a radial line which bears north 51°49'24" west; thence northeasterly along said last mentioned curve a distance of 64.51 feet through a central angle of 28°00'00" to a point in a line, said line being not tangent to said last mentioned curve, said point having a radial line which bears north 79°49'24" west, thence north 6°58'44" east 71.26 feet, thence north 61°39'59" east 115.61 feet; thence north 24°31'44" east 85.94 feet; thence north 3°17'44" east 49.70 feet, thence north 46°06'13" west 259.08 feet; thence north 56°32'25" west 209.39 feet; thence north 40°22'19" west 385.02 feet to the true point of beginning.

(SAID PARCEL CONTAINS 6.626 ACRES)

1 Exhibit H

2 Edmund F. Airey and Helen I. Airey Property

3
4 PARCEL 1:

5 THAT PORTION OF LOT 1, OF TRACT NO. 9494, AS SHOWN ON MAP
6 RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF
7 THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF
8 CALIFORNIA, described as follows:

9 Commencing at the intersection of the center line
10 of Walnut Drive and the southerly prolongation of the
11 center line of Water Street, as said intersection is
12 shown on said Map; thence north 57°41'30" east along
13 said center-line of Walnut Drive a distance of 25.00
14 feet; thence south 32°18'30" east 20.00 feet to the true
15 point of beginning, said true point of beginning being a
16 point in the southeasterly line of said Walnut Drive;
17 thence south 57°41'30" west 42.00 feet along said south-
18 easterly line; thence south 40°03'53" east 130.63 feet,
19 thence south 14°54'34" east 102.96 feet, thence south
20 0°29'27" east 176.26 feet, thence south 15°00'40" west
21 222.92 feet, thence south 10°18'50" east 203.61 feet,
22 thence south 25°58'50" east 61.94 feet, thence north
23 88°28'51" east 112.28 feet, thence south 53°22'09" east
24 54.63 feet, thence south 61°31'19" east 31.66 feet, to
25 the beginning of a non-tangent curve having a radius of
26 177.00 feet and being concave to the northeast, said
27 curve having a radial line which bears north 24°28'28"
28 east, thence southeasterly along said curve a distance

1 of 76.61 feet through a central angle of 24°47'52" to a
2 curve compound to said last mentioned curve, said com-
3 pound curve having a radius of 257.00 feet and being
4 concave to the northwest, said point of compound curve
5 having a radial line which bears north 0°19'24" west;
6 thence northeasterly along said last mentioned curve a
7 distance of 60.55 feet through a central angle of
8 13°30'00" to a curve compound to said last mentioned
9 curve, said compound curve having a radius of 64.00 feet
10 and being concave to the northwest, said point of com-
11 pound curve having a radial line which bears north
12 13°49'24" west; thence northeasterly along said last
13 mentioned curve a distance of 42.45 feet through a
14 central angle of 38°00'00" to a curve compound to said
15 last mentioned curve, said compound curve having a
16 radius of 132.00 feet and being concave to the north-
17 west, said point of compound curve having a radial line
18 which bears north 51°49'24" west; thence northeasterly
19 along said last mentioned curve a distance of 64.51 feet
20 through a central angle of 28°00'00" to a point in a
21 line, said line being not tangent to said last mentioned
22 curve, said point having a radial line which bears north
23 79°49'24" west, thence north 6°58'44" east 71.26 feet,
24 thence north 61°39'59" east 115.61 feet; thence north
25 24°31'44" east 85.94 feet; thence north 3°17'44" east
26 49.70 feet, thence north 46°06'13" west 259.08 feet;
27 thence north 56°32'25" west 209.39 feet; thence north
28 / / /

1 40°22'19" west 385.02 feet to the true point of begin-
2 ning.

3 (SAID PARCEL CONTAINS 6.626 ACRES)

4
5 PARCEL 2:

6 [AN UNDIVIDED 1/2 INTEREST IN] THAT PORTION OF THE 33.05 ACRE
7 ALLOTMENT TO JESUS YBARRA, IN THE RANCHO RINCON DE LA BREA IN THE
8 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE
9 PARTITION MAP FILED WITH THE REPORT OF THE REFEREES IN CASE NO.
10 2168 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN SAID
11 COUNTY AND STATE, described as follows:

12 Beginning at a point in the northerly line of said
13 33.05 acre allotment distant thereon north 74°17'10"
14 east 438.00 feet and north 74°45'25" east 216.00 feet
15 from the most westerly corner of said allotment, said
16 point being the northwesterly corner of the land desig-
17 nated as Lot 5, Parcel "A" on partition map in Case No.
18 72721 New Probate of the Superior Court; thence continu-
19 ing along said northerly line north 74°45'25" east
20 186.60 feet to the most northerly corner of said 33.05
21 acre allotment, common to a point in the southwesterly
22 line of Tract No. 5579 as shown on map recorded in Book
23 88 Pages 52 and 53 of Maps, records of said County, said
24 point being the northeast corner of said Lot 5 Parcel
25 "A"; thence south 35°23'35" east along said southwest-
26 erly line 440.49 feet, to a point in the northwesterly
27 line of a railroad right of way as shown on map recorded
28 in Book 150 page 86 of Deeds, records of said County,

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said point being the southeasterly corner of said Lot 5 Parcel "A"; thence westerly along the northerly line of said right of way on a curve concave to the north having a radius of 2,814.90 feet, a distance of 156.09 feet to the end of said curve; thence tangent to said curve south 86°56'20" west, along the northerly line of said right of way, 305.58 feet to the southwesterly corner of the land designated Lot 4 Parcel "A" on said map in Case No. 72721; thence south 86°56'20" west along the northerly line of the 100 foot right of way of the San Pedro, Los Angeles, and Salt Lake Railroad Company, as described in deed recorded in Book 1505 Page 84 of Deeds, records of said County, 554.07 feet to the easterly line of Water Street in the westerly line of said 33.05 acre allotment; thence north 15°37'50" west along said westerly line to a line parallel with and distant northerly 16.50 feet measured at right angles from the northerly lines of said railroad right of ways; thence along said parallel line north 86°56'20" east to the westerly line of said Lot 5 Parcel "A"; thence along said westerly line north 15°37'50" west to the point of beginning.

Dated: _____

Judge of the Superior Court

LAW OFFICES
SIMMONS, RITCHIE, SEGAL AND STARK

FREDERICK L. SIMMONS
GRAHAM A. RITCHIE
WILLIAM D. SEGAL
LEE E. STARK
MICHAEL W. ROBERTS
JOHN A. ALLEN

OF COUNSEL
EDGAR PAUL BOYKO
LESTER B. KENOFF
LEONARD W. SCHROETER

SUITE 1700
615 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90017-2859
TELEPHONE (213) 624-7391

CITY OF INDUSTRY OFFICE
15625 STAFFORD STREET, SUITE 201
CITY OF INDUSTRY, CALIFORNIA 91744
TELEPHONE (818) 333-1480

September 11, 1986

Mr. Donald R. Howard
Suite 225
599 South Barranca
Covina, California 91723

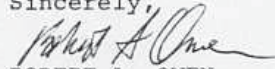
Re: Puente Basin Water Adjudication; Watermaster Appointment

Dear Mr. Howard:

Please find enclosed a Notice of and Joint Nomination by Defendants City of Industry and IUDA of you as one of three persons constituting the Watermaster under the Judgment in the above referenced action. The Agency approved your nomination on August 5, 1986, and the City approved it on August 28, 1986. Please execute the original and return it to Martin Whelan at the address indicated on the the Notice. I have enclosed a copy for your files.

If you have any further questions, please feel free to contact Graham or me.

Sincerely,


ROBERT A. OWEN

RAO/rfm
enclosure

cc: Martin E. Whelan, Jr., Esq.

1 LAW OFFICES OF MARTIN E. WHELAN, JR., INC.
2 Post Office Box 4159
3 Whittier, California 90607-4159
4 (213) 943-3621

4 Attorneys for Defendants
5 The City of Industry and
6 Industry Urban-Development Agency

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

11 PUENTE BASIN WATER AGENCY, a) NO. C 369 220
12 joint powers agency, et al.)
13 Plaintiffs,) NOTICE OF AND JOINT NOMINA-
14 v.) TION BY DEFENDANTS CITY OF
15 (A): THE CITY OF INDUSTRY,) INDUSTRY AND INDUSTRY URBAN-
16 a municipal corporation,) DEVELOPMENT AGENCY OF DONALD
17 et al.) R. HOWARD TO BE APPOINTED
18) TO SERVE AS ONE OF THREE
19) PERSONS CONSTITUTING THE
20) WATERMASTER UNDER THE
21) JUDGMENT; ACCEPTANCE OF
22) DONALD R. HOWARD OF HIS
23) NOMINATION FOR APPOINTMENT
24) TO SERVE AS A MEMBER OF
25) THE WATERMASTER; AND ORDER
26) APPOINTING DONALD R. HOWARD
27) AS A MEMBER OF THE WATER-
28) MASTER

21 TO ALL "PRINCIPAL PARTIES" TO THE JUDGMENT OF MAY 30, 1986:
22 PLEASE TAKE NOTICE City of Industry and Industry Urban-
23 Development Agency, each being a defendant and "principal
24 party" under the Judgment made, filed and entered herein on May
25 30, 1986, and acting pursuant to and in compliance with the
26 authority and requirements of paragraph 17 of said Judgment,
27 hereby jointly nominate DONALD R. HOWARD for appointment by the
28 Court to act and serve as a member of the Watermaster under the

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terms and provisions of said Judgment.

For the purposes of identification, Donald R. Howard testified at the trial of this matter. He is a licensed Civil Engineer, and his firm, DONALD R. HOWARD & ASSOCIATES, has for some time rendered consulting engineer services to the said defendant.

DATED: July , 1986

CITY OF INDUSTRY

By: 

Christopher Rope, Its City Manager
Defendant and "Principal Party"

INDUSTRY URBAN-DEVELOPMENT AGENCY

By: 

John Radecki
Its Executive Director
Defendant and "Principal Party"

2919L/7-10-86/MEW/lp

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Watermaster under the terms and provisions of the Judgment in this action, and upon the above affirmation by Mr. Howard of his acceptance of such appointment and his consent to so act and serve, and the Court having found that the above notice of the nomination of Donald R. Howard and his acceptance thereof and consent to act and serve as such, has been duly served upon all parties entitled to notice thereof under paragraph 24 of the Judgment, and it appearing to the Court that Donald R. Howard is a person well qualified and able to act and discharge the responsibilities and duties of a member of the Watermaster under the Judgment.

IT IS HEREBY ORDERED that Donald R. Howard be appointed a member of the Watermaster to serve at the pleasure of and until further order of this Court in administering and enforcing the provisions of the Judgment and in carrying out the instructions and subsequent orders of this Court.

DATED:

Judge of the Superior Court

2919L/7-10-86/MEW/lp

1 LAW OFFICES OF MARTIN E. WHELAN, JR., INC.
2 Post Office Box 4159
3 Whittier, California 90607-4159
4 (213) 943-3621

COPY

4 Attorneys for Defendants
5 The City of Industry and
6 Industry Urban-Development Agency

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

10
11 PUENTE BASIN WATER AGENCY, a) NO. C 369 220
12 joint powers agency, et al.)
13 Plaintiffs,)
14 v.) NOTICE OF AND JOINT NOMINA-
15 (A): THE CITY OF INDUSTRY,) TION BY DEFENDANTS CITY OF
16 a municipal corporation,) INDUSTRY AND INDUSTRY URBAN-
17 et al.) DEVELOPMENT AGENCY OF DONALD
18) R. HOWARD TO BE APPOINTED
19) TO SERVE AS ONE OF THREE
20) PERSONS CONSTITUTING THE
21) WATERMASTER UNDER THE
22) JUDGMENT; ACCEPTANCE OF
23) DONALD R. HOWARD OF HIS
24) NOMINATION FOR APPOINTMENT
25) TO SERVE AS A MEMBER OF
26) THE WATERMASTER; AND ORDER
27) APPOINTING DONALD R. HOWARD
28) AS A MEMBER OF THE WATER-
MASTER

21 TO ALL "PRINCIPAL PARTIES" TO THE JUDGMENT OF MAY 30, 1986:

22 PLEASE TAKE NOTICE City of Industry and Industry Urban-
23 Development Agency, each being a defendant and "principal
24 party" under the Judgment made, filed and entered herein on May
25 30, 1986, and acting pursuant to and in compliance with the
26 authority and requirements of paragraph 17 of said Judgment,
27 hereby jointly nominate DONALD R. HOWARD for appointment by the
28 Court to act and serve as a member of the Watermaster under the

1 terms and provisions of said Judgment.

2 For the purposes of identification, Donald R. Howard
3 testified at the trial of this matter. He is a licensed Civil
4 Engineer, and his firm, DONALD R. HOWARD & ASSOCIATES, has for
5 some time rendered consulting engineer services to the said
6 defendant.

7 DATED: July , 1986

8 CITY OF INDUSTRY

9
10
11 By: 

12 Christopher Rope, Its City Manager
13 Defendant and "Principal Party"

14 INDUSTRY URBAN-DEVELOPMENT AGENCY

15 By: 

16 John Radecki
17 Its Executive Director
18 Defendant and "Principal Party"

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26 2919L/7-10-86/MEW/lp

ACCEPTANCE OF DONALD R. HOWARD
OF APPOINTMENT TO ACT AND SERVE
AS MEMBER OF WATERMASTER

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5 I, DONALD R. HOWARD, have been advised of my nomination by
6 the City of Industry and Industry Urban-Development Agency for
7 appointment to act and serve as a member of the Watermaster
8 under the terms and provisions of that certain Judgment made,
9 filed and entered in the within action on May 30, 1986, and I
10 have read the above notice of my nomination. I declare that I
11 have reviewed said Judgment in its entirety and am fully
12 familiar with all of the duties and responsibilities imposed
13 upon each member of the Watermaster under the terms and
14 provisions of said Judgment. I hereby accept said nomination
15 and declare my willingness and readiness to be appointed by the
16 Court to act and serve under the terms and provisions of said
17 Judgment as a member of the Watermaster, and if so appointed, I
18 shall represent the interests of all persons producing or
19 extracting water from Puente Basin.

20 DATED: 9/15/86
21

22
23 
24 DONALD R. HOWARD

25 ORDER APPOINTING MEMBER OF WATERMASTER

26 Based upon the joint nomination by the City of Industry and
27 Industry Urban-Development Agency of Donald R. Howard for
28 appointment by this Court to act and serve as a member of the

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Watermaster under the terms and provisions of the Judgment in this action, and upon the above affirmation by Mr. Howard of his acceptance of such appointment and his consent to so act and serve, and the Court having found that the above notice of the nomination of Donald R. Howard and his acceptance thereof and consent to act and serve as such, has been duly served upon all parties entitled to notice thereof under paragraph 24 of the Judgment, and it appearing to the Court that Donald R. Howard is a person well qualified and able to act and discharge the responsibilities and duties of a member of the Watermaster under the Judgment.

IT IS HEREBY ORDERED that Donald R. Howard be appointed a member of the Watermaster to serve at the pleasure of and until further order of this Court in administering and enforcing the provisions of the Judgment and in carrying out the instructions and subsequent orders of this Court.

DATED:

Judge of the Superior Court

2919L/7-10-86/MEW/lp

RECEIVED AUG 19 1987

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PLEASE REPLY TO

Mr. Donald R. Howard
CONSULTING ENGINEERS, INC.
599 South Barranca, Penthouse B
Covina, CA 91723

Re: Puente Basin Water Agency

Dear Don:

In our recent telephone conversation, you asked for the names of the 9 defendants who were dismissed at the conclusion of our negotiations with the City of Industry. These defendants are as follows:

Carrier Corp.
Economics Laboratory, Inc.
Equitable Life Assurance Society of the U.S.
Majestic Realty Co.
National Life & Accident Insurance Company
Norris-Ni Industries, Inc.
Patrician Associates
Union Pacific Railroad Co.
Wincorp Industries, Inc.

If I can provide you with any further information, please let me know.

Very truly yours,


H. Jess Senecal

HJS/fs

APPENDIX G

Six Basins Basin Judgment

1 SCOTT S. SLATER, ESQ. (State Bar No. 117317)
2 ROBERT J. SAPERSTEIN, ESQ. (State Bar No. 166051)
3 HATCH AND PARENT, PC
4 21 East Carrillo Street
5 Santa Barbara, CA 93101
6 Telephone: (805) 963-7000

7 Attorneys for Plaintiff,
8 Special Counsel for Southern California Water Company

FILED
LOS ANGELES SUPERIOR

DEC 18 1998
JOHN A. CLARKE, CLERK
[Signature]

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

11 SOUTHERN CALIFORNIA WATER COMPANY)
12 Plaintiff,)
13 vs.)
14 CITY OF LA VERNE, CITY OF CLAREMONT,)
15 CITY OF POMONA, CITY OF UPLAND,)
16 POMONA COLLEGE, POMONA VALLEY)
17 PROTECTIVE ASSOCIATION, SAN ANTONIO)
18 WATER COMPANY, SIMPSON PAPER)
19 COMPANY, THREE VALLEYS MUNICIPAL)
20 WATER DISTRICT, WEST END)
21 CONSOLIDATED WATER COMPANY, and)
22 DOES 1 through 1,000, Inclusive,)
23 Respondents and Defendants.)

CASE NO. KC029152
Assigned for All
Purposes to Judge
William O. McVittie
Department 0
(Complaint Filed, September 28,
1998)

JUDGMENT

24 THE DOCUMENT TO WHICH THIS CERTIFICATE IS
25 ATTACHED IS A FULL, TRUE, AND CORRECT COPY
26 OF THE ORIGINAL ON FILE AND OF RECORD IN
27 MY OFFICE.

DEC 18 1998

ATTEST _____
JOHN A. CLARKE

Executive Officer/Clerk of the
Superior Court of California, County of
Los Angeles
By _____, Deputy

C. MORALES

HATCH AND PARENT
21 EAST CARRILLO STREET
SANTA BARBARA, CA
93101-2762

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 EAST CARRILLO STREET
 SANTA BARBARA, CA
 93101-2782

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1 PRELIMINARY FINDINGS

2 **A. Complaint.**

3 The Southern California Water Company ("SCWC"), (or "Plaintiff"), and the City of La Verne
4 ("La Verne"), City of Claremont ("Claremont"), City of Pomona ("Pomona"), City of Upland
5 ("Upland"), Pomona College ("Pomona College"), Pomona Valley Protective Association ("PVPA"),
6 San Antonio Water Company ("San Antonio"), Simpson Paper Company ("Simpson"), Three Valleys
7 Municipal Water District ("TVMWD"), West End Consolidated Water Company ("West End"),
8 collectively (Defendants) either:

- 9 i. account for essentially all of the current production of groundwater from or the
10 replenishment to the Canyon Basin, the Upper Claremont Heights Basin, the
11 Lower Claremont Heights Basin, the Pomona Basin, the Live Oak Basin and
12 the Ganesha Basin ("Six Basins Area"), located in Los Angeles and San
13 Bernardino Counties, and described in Exhibits "A," and "B" attached hereto,
14 and further defined in Judgment Section I(A) below; or
15 ii. are public agencies with an interest in the efficient and responsible
16 management of groundwater resources within the Six Basins.

17 On or about September 28, 1998 the Plaintiff filed a complaint against Defendants and Does 1
18 through 1,000 requesting a declaration of their individual and collective rights to groundwater and
19 a mandatory and prohibitory injunction requiring the reasonable use and equitable management of
20 groundwater within the Six Basins pursuant to *Article X, Section 2 of the California Constitution*.
21 The pleadings further allege that the Plaintiff and Defendants collectively claim substantially all
22 rights of groundwater use, replenishment and storage within the Six Basins Area, that the available
23 Safe Yield (as defined in Judgment Section I(A), below) is being exceeded and that the groundwater
24 supply to the Six Basins Area is inadequate to meet the current and long term demands of Plaintiff
25 and Defendants without the imposition of a physical solution. Plaintiff requests a determination of
26 all groundwater rights, including replenishment and storage rights, of whatever nature within the
27 boundaries of the Six Basins and request the imposition of an equitable physical solution.

28

1 **B. Answers and Cross-Complaints.** On or before November 13, 1998, Plaintiff and
2 Defendants filed a stipulation for entry of judgment.

3 **C. Jurisdiction.** This Court has jurisdiction to enter judgment declaring and adjudicating
4 the Plaintiff's and Defendants' ("the Parties") rights to the reasonable and beneficial use of
5 groundwater by the Parties in the Six Basins Area pursuant to *Article X, Section 2 of the California*
6 *Constitution* and to impose a complete physical solution. All pre-existing rights to groundwater
7 within the Basin held or claimed by any Party (as defined in Section I(A) of the Judgment below) are
8 hereby settled and defined as the production allocations and the other rights and obligations set forth
9 under this judgment ("Judgment"). The respective allocations for each Party are expressly set forth
10 in Exhibit "D."

11 **D. Parties.**

12 1. SCWC is an investor-owned public utility incorporated under the laws of the
13 State of California. (*See Public Utilities Code Section 1001 et seq. and 2701 et seq.*) SCWC produces
14 groundwater from the Six Basins and delivers it for use on land within its certificated service area
15 that predominantly overlies some portion of the Six Basins, and otherwise is within the Counties of
16 Los Angeles and San Bernardino.

17 2. Pomona is a charter city situated in the County of Los Angeles. Pomona
18 produces groundwater from the Six Basins and delivers it for use on land within its incorporated
19 boundaries, on land lying outside its incorporated boundaries within the County of Los Angeles and
20 on City owned lands that predominantly overlie some portion of the Six Basins. Pomona owns and
21 controls land in the Six Basins Area upon which it has historically diverted, for direct use and
22 spreading, surface water from San Antonio Creek and Evey Canyon.

23 3. La Verne is a general law city situated in the County of Los Angeles. La Verne
24 produces groundwater from the Six Basins and delivers it for use on land within its incorporated
25 boundaries, on land lying outside its incorporated boundaries within the County of Los Angeles and
26 on City owned lands that predominantly overlie some portion of the Six Basins.

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1 4. Upland is a general law city situated in the County of San Bernardino. Upland
2 produces groundwater from the Six Basins and delivers it for use on land within its incorporated
3 boundaries some portion of which overlie the Six Basins. It possesses a majority of the shares of
4 stock in San Antonio and West End.

5 5. San Antonio is a mutual water corporation incorporated under the laws of the
6 State of California, with its principal place of business in San Bernardino County. San Antonio
7 produces groundwater from the Six Basins and delivers it for use by its shareholders.

8 6. West End is a mutual water corporation, incorporated under the laws of the
9 State of California, with its principal place of business in San Bernardino County. West End
10 produces groundwater from the Six Basins and delivers it for use by its shareholders.

11 7. Claremont is a general law city situated in the County of Los Angeles.
12 Claremont's incorporated boundaries and City owned lands overlie a portion of the Six Basins. The
13 City has executed an agreement with SCWC with respect to its groundwater rights.

14 8. Pomona College is a California corporation, with a principal place of business
15 in the County of Los Angeles. Pomona College owns land and groundwater production facilities that
16 overlie the Six Basins Area and it has executed operating leases with SCWC regarding these
17 facilities. Pomona College has executed an agreement with SCWC with respect to its groundwater
18 rights.

19 9. Simpson is a Washington corporation, which is doing business in the State of
20 California and the County of Los Angeles. Simpson produces groundwater from the Six Basins for
21 its own use and also purchases water service from Pomona.

22 10. PVPA is a California corporation, operating on a non-profit basis for the mutual
23 benefit of its members with its principal place of business in the County of Los Angeles.
24 Shareholders of PVPA include Pomona, Pomona College, San Antonio, SCWC, Simpson, Upland
25 and West End. PVPA owns the primary spreading grounds and recharge facilities for the Six Basins
26 and owns other lands which also overlie the Six Basins. PVPA has undertaken ongoing studies and
27 evaluation of groundwater conditions in the Six Basins Area.

28

1 11. TVMWD is a California Municipal Water District formed pursuant to the
2 provisions of the municipal water district act and with the power to acquire, control, distribute, store,
3 and spread water for beneficial purposes within its boundaries.

4 E. Settlement Negotiations.

5 1. Importance of Groundwater. Groundwater is an important water supply
6 source for businesses, individuals and public agencies that overlie or extract groundwater from the
7 Six Basins. The Parties have a mutual and collective interest in the efficient and reasonable use of
8 groundwater and the coordinated management of water resources to ensure the prudent use of the
9 resource. The Parties have a further collective interest in furthering the efficient and reasonable use
10 of groundwater and the coordinated and comprehensive management of water resources to ensure that
11 the common resource may be sustained and enhanced.

12 2. Coordinated Study. PVPA has conducted and continues to conduct technical
13 studies of the Six Basins and has developed groundwater models of the Six Basins. To achieve the
14 goals of coordinated basin management and to ensure and promote the sustainable and enhanced use
15 of the groundwater resources of the Six Basins, the Parties joined in a collaborative process, reviewed
16 prior groundwater production reports and hydrologic studies, other historical data and engaged in new
17 technical studies to supplement the previous work of PVPA. Substantial engineering, hydrologic and
18 geologic data not previously known have been collected and jointly analyzed and verified by the
19 Parties. Included therein are estimates of production and reported production from the Six Basins
20 and further refinement of PVPA's groundwater models. The results of these efforts provide the
21 technical foundation for this Judgment.

22 3. Overdraft.

23 a. Native Safe Yield. The Native Safe Yield (as defined in Judgment,
24 Section I(A), below) of the Six Basins Area has historically been augmented generally by the
25 spreading activities conducted by PVPA, Pomona and La Verne and from return flows from water
26 imported to the Six Basins Area through TVMWD. There is no precise estimate of the Native Safe
27 Yield; however, without augmentation comprised of the substantial spreading operations conducted
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1 by PVPA and others, and the return flows from imported water, the amount of groundwater
2 comprising the Native Safe Yield is substantially less than the Safe Yield which is allocated to the
3 parties pursuant to this Judgment.

4 **b. Safe Yield.** Safe Yield (as defined in Judgment, Section I(A), below)
5 for all groundwater supplies within the Six Basins, including the benefits of historic augmentation
6 is nineteen thousand three hundred (19,300) acre feet per year.

7 **c. Groundwater Production.** Reports filed with the State of California
8 pursuant to *Water Code Section 4999 et seq.*, production records reported to PVPA by its members,
9 and independent verification by the Parties all demonstrate that the cumulative groundwater
10 production of the Parties from the Six Basins Area annually has been greater than twenty thousand
11 (20,000) acre feet in each of the five years immediately preceding the filing of this action. Therefore,
12 groundwater production has exceeded the available Safe Yield and *a fortiori* the Native Safe Yield
13 in each of the last five years.

14 **F. Stipulation.** The Parties, whose production from the Six Basins cumulatively comprise
15 essentially all of the groundwater production in the Six Basins Area, which have engaged in long-
16 standing groundwater replenishment activities or otherwise have an interest in the efficient and
17 coordinated management of groundwater, have stipulated to the entry of this Judgment. Each of the
18 Parties stipulate that this Judgment is a physical solution (as defined in Judgment, Section I(A),
19 below) which provides due consideration to the environment, the respective groundwater rights of
20 the Parties, and that this Judgment will not cause substantial material injury to any Party under these
21 circumstances of a lengthy period of overdraft and the competing claims to groundwater. The Parties
22 further stipulate that the Judgment is a fair and equitable allocation of water in accordance with the
23 provisions of *Article X, Section 2 of the California Constitution.*

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1 **JUDGMENT**

2 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

3 **I. INTRODUCTION**

4 **A. Definitions.**

5 1. **"Base Annual Production Right"** means the average annual production , in acre-feet,
6 for each Party for the twelve year period beginning on January 1 of 1985 and ending on
7 December 31 of 1996 as set forth in Exhibit "D".

8 2. **"Carryover Rights"** means the maximum percentage of a Party's annual allocation
9 of Operating Safe Yield production of which may be deferred until the following Year free
10 of any Replacement Water Assessment.

11 3. **"Effective Date"** means January 1, 1999.

12 4. **"Four Basins or Four Basins Area"** means the following groundwater basins and
13 the area overlying them: Canyon, Upper Claremont Heights, Lower Claremont Heights and
14 Pomona as shown on Exhibit "A" and further described in Exhibit "B".

15 5. **"Groundwater"** means all water beneath the ground surface and contained
16 within any one of the Six Basins except as provided in Article IIIA Section 1.

17 6. **"Imported Water"** means water that is not naturally tributary to the Six Basins Area
18 and which is delivered to the Six Basins Area.

19 7. **"In Lieu Procedures"** means a method of either providing Replacement Water or
20 water to be stored under a Storage and Recovery Agreement whereby a Party receives direct
21 deliveries of Imported Water or water other than Replenishment Water in exchange for
22 foregoing the production of an equivalent amount of such Party's share of the Operating Safe
23 Yield.

24 8. **"Minimal Producers"** means any producer whose production is less than 25 acre
25 feet each Year.

26 9. **"Native Groundwater"** means groundwater within the Six Basins Area that
27 originates from the deep percolation of rainfall, natural stream flow or subsurface inflow, and
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expressly excluding groundwater which originates from (a) the Parties' replenishment activities and (b) return flows from both imported water and the Parties' replenishment activities, and water described in Article IIIA Section 1.

10. "Native Safe Yield" means the amount of Native Groundwater, in acre feet, that can be extracted from the Six Basins Area on an annual basis without causing an undesirable result. Expressed as a formula: Native Safe Annual Yield = Annually Available Groundwater - (Replenishment Water + return flows from Imported Water and Replenishment Water).

11. "Native Water" means water which is naturally tributary to the Six Basins Area.

12. "Non-party" means any person or entity which is not a party to this Judgment.

13. "Operating Plan" means the plan, developed by Watermaster (as defined in Judgment, Article V below) for the Four Basins Area, by which the purpose and objectives of the Physical Solution will be implemented and realized.

14. "Operating Safe Yield" means the amount of groundwater, in acre feet, which the Watermaster shall determine can be produced from the Four Basins Area by the Parties during any single year, free of any replacement obligation under the Physical Solution herein. Because of the benefits created by coordinated management of groundwater provided by the Physical Solution, the Operating Safe Yield set by Watermaster may exceed the Safe Yield that would otherwise be available for production by the Parties. The Two Basins Area is excluded from the Operating Safe Yield allocated pursuant to this Judgment with its annual Safe Yield being equivalent to the amount of groundwater La Verne may reasonably produce from the Two Basins Area on an annual basis without causing substantial injury to any other Party.

15. "Overdraft" means a condition wherein the total annual production from a groundwater basin exceeds the Safe Yield.

16. "Party or Parties" means any person(s) or entity(ies) named in this action, who has/have intervened in this case or has/have become subject to this Judgment through succession, stipulation, transfer, default, trial or otherwise.

- 1 17. **"Physical Solution"** means the efficient and equitable coordinated management of
2 groundwater within the Six Basins Area to maximize the reasonable and beneficial use of
3 groundwater resources in a manner that is consistent with the public interest, *Article X,*
4 *Section 2 of the California Constitution,* and with due regard for the environment.
- 5 18. **"Producer"** means a person, firm, association, organization, joint venture, partner-
6 ship, business, trust, corporation or public entity who, or which, produces or has a right to
7 produce groundwater from the Six Basins Area.
- 8 19. **"Production"** means the process of pumping groundwater; also, the gross amount
9 of groundwater pumped.
- 10 20. **"Replacement Water"** means imported water or water other than Replenishment
11 Water supplied through in-lieu procedures that is acquired by the Watermaster or provided
12 by a Party to replace production by such Party in excess of the amount of its share of the
13 Operating Safe Yield, Carry-Over Rights and Storage and Recovery rights authorized by
14 Watermaster.
- 15 21. **"Replacement Water Assessment"** means an assessment levied by Watermaster
16 pursuant to Article XII A, Section 4 of this Judgment.
- 17 22. **"Replenishment"** means a program to spread or inject Replenishment Water into
18 the Six Basins Area. A description of the current replenishment programs is attached hereto
19 as Exhibit "E."
- 20 23. **"Replenishment Water"** means native water which augments the Native Safe Yield
21 and thereby comprises a portion of the Operating Safe Yield pursuant to a historical
22 replenishment program as described in Article VIB, Section 9 and Exhibit E.
- 23 24. **"Return Flows"** means water which percolates, infiltrates or seeps into the Six
24 Basins after having been previously applied to some end use by one of the Parties or any user
25 of water.
- 26 25. **"Safe Yield"** means the amount of groundwater, including Replenishment and return
27 flows from Imported Water, that can be reasonably produced from the combined Two Basins
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and the Four Basins Areas on an annual basis without causing an undesirable result, including but not limited to land subsidence, water quality degradation, and harm from high groundwater levels, i.e. 19,300 acre feet per year.

26. **"Six Basins or Six Basins Area"** means the Four Basins Area plus the Two Basins Area, as shown on Exhibit "A" and further described in Exhibit "B."

27. **"Spreading"** means a method of groundwater recharge whereby water is placed in permeable impoundments and allowed to percolate into a basin.

28. **"Storage and Recovery"** means a program administered under an agreement between the Watermaster and a Party to store water either directly by sinking, spreading or injecting or by in-lieu procedures, into the Four Basins, and subsequently recovering such water without regard to the limitations imposed by the Party's Base Annual Production Right.

29. **"Storage and Recovery Agreement"** means an agreement between Watermaster and a Party for Storage and Recovery of water by such Party. An acceptable pre-approved Storage and Recovery Agreement between Watermaster and Pomona is listed on Exhibit "F."

30. **"Transfer"** means temporary or permanent assignment, sale, contract or lease of any Party's Base Annual Production Right and its associated percentage of the Safe Yield, Carry-Over Rights or rights to recover water stored under a Storage and Recover Agreement to any other Party or a person that becomes a Party. A lease shall not be considered a "permanent transfer" unless both the Lessee and Lessor jointly agree to such characterization.

31. **"Two Basins or Two Basins Area"** means the Live Oak and Ganesha Basins and the areas overlying them, as shown on Exhibit "A" and further described in Exhibit "B."

32. **"Water Shortage Emergency"** means the substantial impairment, which cannot be promptly mitigated, of the ability of the Parties to provide sufficient water for human consumption, sanitation and fire protection because of: (a) a sudden occurrence such as storm, flood, fire, unexpected equipment outage; or (b) an extended period of drought.

33. **"Watermaster"** means the committee with the powers and duties defined in Article V of this Judgment.

1 34. "Year" means a calendar year.

2 B. Exhibits. Each exhibit is expressly incorporated herein and made part of this
3 Judgment.

4 Exhibit A: Six Basin Map

5 Exhibit B: General Description of the Six Basins Area

6 Exhibit C: Memorandum of Agreement between Watermaster and PVPA

7 Exhibit D: Base Annual Production Rights of Parties

8 Exhibit E: Description of Replenishment Programs

9 Exhibit F: City of Pomona Storage and Recovery Agreement

10 Exhibit G: Initial Operating Plan

11 **II. FINDINGS AND HYDROLOGIC CONDITIONS**

12 A. Safe Yield. Prior to the imposition of this Physical Solution, the Safe Yield of the Six
13 Basins is historically found to be 19,300 acre feet per year.

14 B. Overdraft and Prescriptive Circumstances. For a period in excess of five
15 consecutive Years prior to the filing of the complaint herein, the Native Safe Yield and the Safe Yield
16 have been exceeded by the aggregate Production therefrom and the Six Basins have been in a
17 continuous state of Overdraft. The court finds that the Production constituting such Overdraft has
18 been open, notorious, continuous, adverse, hostile, and under claim of right. The court further finds
19 that the groundwater Production has exceeded the Native Safe Yield and the Safe Yield in each of
20 the last five years and thus all the required elements necessary to establish prescription have been
21 satisfied.

22 1. Adversity. The Native Safe Yield of the Six Basins Area has been continuously
23 exceeded for decades. It is only through the ongoing Replenishment undertaken by PVPA, Pomona
24 and La Verne coupled with the availability of and return flows from Imported Water that a further
25 decline in water levels has been averted. An unmanaged downward decline in water levels is known
26 to have severe adverse impacts on the rights of groundwater producers and groundwater quality, to
27 cause land subsidence and to cause increased pump-lifts. Moreover, the Court finds that presently

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1 estimated Safe Yield of 19,300 acre feet, with the full benefit of the Replenishment carried on by the
2 Parties has been exceeded and if Production is not managed pursuant to this Physical Solution, severe
3 adverse impacts will result.

4 **2. Continuity.** The Native Safe Yield has been continuously exceeded for at least two
5 decades. For each of the last five Years the Safe Yield has been exceeded. The Court finds that
6 cumulative total Production from the Six Basins Area for the Years 1993 through 1997 is as follows:

7	1993	21,020 acre feet
8	1994	20,313 acre feet
9	1995	22,959 acre feet
10	1996	23,584 acre feet
11	1997	21,902 acre feet

12 **3. Notice.** Each of the Parties with a Base Annual Production Right, or their agents, have
13 filed groundwater production reports with the State Department of Water Resources pursuant to
14 *Water Code Section 4999*. These reports are public records and are available for inspection by any
15 member of the public. SCWC is an investor-owned public utility subject to regulation by the
16 California Public Utilities Commission (PUC). Its records, reports and filings with the PUC regularly
17 include information regarding the wells used and groundwater produced from the Six Basins Area.
18 The PUC has held publicly noticed rate hearings which have been attended by the public and
19 representatives from Claremont, Pomona, La Verne and Upland are all public entities and their
20 groundwater production information are public records and open to public inspection upon reasonable
21 notice. PVPA has frequently published reports which indicate the nature of its Replenishment and
22 the volume of groundwater produced in the Six Basins Area. At least two settlement agreements
23 have been entered between certain Parties on matters related to the adverse impacts of increased
24 groundwater production. Both of these agreements were approved by a public entity and are public
25 records. Moreover, the negotiations leading up to the entry of this Judgment were open to all persons
26 claiming the right to produce groundwater by virtue of their owning overlying land or having
27 corporate boundaries overlying the Six Basins Area. Regular meetings concerning these negotiations

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1 have been held at the headquarters of TVMWD, a public agency, and were personally attended by
2 representatives from each of the Parties. These meetings have taken place at regular intervals for
3 more than twelve consecutive months and the contents of this Judgment and the status of groundwater
4 conditions in the Six Basins Area has remained readily available. Accordingly, the Court finds that
5 all persons claiming the right to produce had actual notice, constructive notice or could have easily
6 determined upon reasonable diligence that the Six Basins Area was in Overdraft and of each Party's
7 claim to groundwater. The circumstances of such Overdraft and water use are such that each of the
8 Parties either: (i) had actual knowledge of such circumstances; or (ii) should have discovered such
9 circumstances upon the exercise of reasonable diligence or (iii) received constructive notice of the
10 adverse nature of such aggregate production through the public record filings with the State of
11 California pursuant to *Water Code Section 4999* and through the various reports published by the
12 Parties.

13 **C. High Groundwater Levels.** There are cienegas and springs in the Four Basins Area
14 and there is a potential for groundwater to rise to the surface regardless of the replenishment,
15 replacement or storage operations of the Watermaster and carried out by the Parties. Periodically,
16 though not in the past twelve years, high groundwater levels have constituted an important causative
17 factor, in creating damage in the Four Basins Area.

18 **D. Water Quality Problems.** Some of the Six Basins have experienced problems of high
19 concentrations of nitrates and volatile organic compounds (VOC's) in groundwater. Potential sources
20 of the nitrate are historical agricultural practices and individual wastewater disposal systems, most
21 of which have been abandoned. The Two Basins Area and some of the Four Basins Area have been
22 adversely impacted by high concentrations of nitrates and VOC's and may also require remediation.

23 **III. DECLARATION OF RIGHTS AND RESPONSIBILITIES**

24 **A. General Provisions.**

25 **1. Surface Water Rights.** Pomona and San Antonio have prior and paramount pre-
26 1914 water rights, superior to the rights of any other party, to the surface water and supporting
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1 subsurface flows historically and presently diverted therefrom in San Antonio and Evey Canyon,
2 except as provided in Article VIB Section 9 and as referenced in Article IIIA Section 1d.

3 a. Historically, Pomona and San Antonio have diverted, and presently are
4 diverting, surface waters and supporting subsurface flows from San Antonio Canyon.

5 b. Historically, Pomona has diverted, and presently is diverting, surface water
6 and supporting subsurface flows from Evey Canyon.

7 c. Pomona and San Antonio are under no obligation to spread such waters.

8 d. Surface waters and supporting subsurface flows diverted in San Antonio and
9 Evey Canyons at existing diversion locations are excluded from (i) the operation of this Judgment
10 and (ii) the determination of Operating Safe Yield, except to the extent of the portion of such waters
11 which are spread by Pomona at its Pedley Treatment Plant, which portion is governed by the
12 provisions of Article VIB, Section 9.

13 e. The diversion and the use of surface waters and supporting subsurface flows
14 shall not be subject to this Judgment.

15 f. The above-referenced surface waters and supporting subsurface flows shall
16 not be subject to allocation among the Parties pursuant to this Judgment.

17 g. Surface waters and supporting subsurface flows may be used by Pomona and
18 San Antonio to satisfy Replacement Water obligations as provided in Article VIB, Section 5.

19 2. **Loss of Priorities.** By reason of the long continued overdraft in the Six Basins, and
20 in light of the complexity of determining appropriate priorities and the need for conserving and
21 making maximum beneficial use of the water resources of the State, each and all of the Parties listed
22 in Exhibit "D" are estopped and barred from asserting special priorities or preferences *inter se* to
23 groundwater except as expressly provided herein. All the Parties' rights to groundwater are
24 accordingly deemed and considered to be of equal priority unless otherwise expressly stated herein.

25 3. **Limitations on Export.** Other than the limitation on Pomona's use of 109 acre feet
26 as further described in Exhibit "D", any Party's share of the Operating Safe Yield, including
27 Carryover Rights and Transfers, may be produced and exported for use outside the Six Basins Area.
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1 However, groundwater stored and recovered pursuant to a Storage and Recovery Agreement may be
2 produced and exported only in accordance with the terms and conditions of the Storage and Recovery
3 Agreement.

4 **4. No Abandonment of Rights.** It is in the interest of reasonable beneficial use of the
5 Six Basins Area and its water supply, that no Party be encouraged to take and use more water in any
6 Year than is actually required. Failure to produce all of the water to which a Party is entitled
7 hereunder shall, in and of itself, not be deemed to be, or constitute an abandonment of such Party's
8 right, in whole or in part.

9 **5. Pre-Existing Rights.** This Judgment controls each Party's rights to the Production,
10 Replenishment, Storage and Recovery of groundwater and expressly supersedes other rights, claims
11 or defenses arising from agreement, operation of law, prior use or a prior judgment to the extent that
12 they are inconsistent with this Judgment. However, nothing in this Judgment shall alter or affect any
13 rights or remedies that any Party may have under any contract or agreement with any other Party on
14 matters which are not inconsistent with or are unrelated to the provisions of this Judgment or as
15 provided in Article IVC herein.

16 **6. Physical Solution.** This Judgment represents a total and complete Physical Solution
17 for the Six Basins Area and all basins included therein. Although prior hydrologic and physical
18 conditions limited the Safe Yield to 19,300 acre feet per year, through the coordinated and equitable
19 management of the Four Basins and Two Basins Areas provided under this Judgment, an Operating
20 Safe Yield, Operating Plan and Base Annual Production Rights shall be independently established
21 for the Four Basins Area. However, La Verne shall be entitled to produce groundwater from the Two
22 Basins Area in addition to its equitable share of the Four Basins Operating Safe Yield, as provided
23 in accordance with the terms of this Judgment.

24 **7. Portability Between the Two Basins and Four Basins Areas.** A Party's right to
25 produce, store or recover groundwater accruing under this Judgment in the Four Basins Area may not
26 be transferred, exchanged or exercised in the Two Basins Area. A Party's right to produce, store or
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1 recover groundwater accruing under this Judgment in the Two Basins Area may not be transferred,
2 exchanged or exercised in the Four Basins Area.

3 **B. Rights of the Parties to Produce Groundwater from the Four Basins.**

4 1. **Declaration of Rights.** The Parties listed in Exhibit "D" are the owners of
5 appropriative rights, including rights by prescription, and exercised and unexercised overlying rights
6 of equal priority, and each Party shall be entitled to produce groundwater under the Physical Solution
7 and to share in the Operating Safe Yield of the Four Basins according to the percentages set forth in
8 Exhibit "D" as Base Annual Production Rights in a manner consistent with the provisions of this
9 Judgment.

10 2. **Carryover Rights.** Any Party that produces less than its share of the Operating Safe
11 Yield in any Year shall have the right to carry the unproduced portion forward to be produced in the
12 following year subject to the following limitations: (a) the first water produced in any Year shall be
13 deemed to be an exercise of any Carryover Right; (b) a Party's Carryover Right cannot exceed 25
14 (twenty-five) per cent of such Party's share of the current Operating Safe Yield for the prior Year;
15 and (c) Carryover Rights may be lost in the event replenishment is discontinued or curtailed as
16 provided below in Article IIIB, Section 7.

17 3. **Transferability of Rights.** Subject to the limitations set forth in ^{*}his Judgment, a Base
18 Annual Production Right and its associated percentage of the Operating Safe Yield, as well as any
19 Carryover Rights and water stored under a Storage and Recovery Agreement, may be transferred, in
20 whole or in part, among existing Parties or to any other person that becomes a Party on either a
21 temporary or permanent basis provided that no Party is substantially injured by the Transfer. Pro-
22 duction pursuant to any such Transfer shall be subject to the limitations on carryover and portability
23 set forth in Article IIIB, Section 4. Any such Transfer shall become effective upon being recorded
24 with Watermaster. Watermaster shall revise Exhibit "D" annually, to reflect any permanent
25 Transfers. The permanent Transfer of any Party's full Base Annual Production Right shall require
26 Watermaster approval. Upon Watermaster approval the permanent Transfer of a Party's full Base
27 Annual Production Right may require an adjustment in the Party representatives to the Watermaster

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1 and the number of votes of the Party's representatives as provided in Article V. Notwithstanding the
2 provision of this Article IIIB, Section 3, Pomona shall not be entitled to Transfer 109 acre feet of its
3 Base Annual Production Right and its associated percentage of Operating Safe Yield.

4 **4. Portability of Rights Among the Four Basins.** Any Party with a Base Annual
5 Production Right, shall have the right to produce its share of the Operating Safe Yield of the Four
6 Basins, including any Carryover Rights or Transfers, from any or all of the Four Basins, subject to
7 the following conditions.

8 **a. No Substantial Injury.** Any groundwater production from a "new" location
9 shall not cause substantial injury to another Party.

10 **b. Advance Written Notice to Watermaster.** Any Party that intends to
11 undertake any of the following actions shall provide thirty (30) days' advance written notice to the
12 Watermaster: (i) acquire, construct or operate a "new" groundwater production facility in any one
13 of the Four Basins in which it is then producing groundwater; (ii) change the point of extraction from
14 an existing groundwater production facility to a "new" groundwater production facility where the old
15 and the new groundwater production facilities are both within the Canyon or Upper Claremont
16 Heights or Lower Claremont Heights Basins; (iii) change the point of extraction from an existing
17 groundwater production facility on one side of the Indian Hill Fault to a "new" facility on the other
18 side of the Indian Hill Fault.

19 **c. Prior Watermaster Approval.** Any Party that changes the point of extraction
20 from an existing groundwater production facility on one side of the Indian Hill Fault to a "new"
21 facility located on the other side of the Indian Hill Fault and increases the cumulative rate of annual
22 extraction therefrom by more than 2,000 acre feet per year shall be required to obtain the prior written
23 approval of the Watermaster.

24 **d. New Facility Defined.** "New" as used in this Section 4 means either (i) an
25 increase or enlargement in the pre-existing design capacity of a groundwater production facility or
26 (ii) a movement in the location of a groundwater extraction facility by more than three hundred (300)
27 feet or from one legal parcel to another legal parcel.

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1 e. **Procedure for Resolution of Disputes.** The Watermaster shall make all
2 necessary determinations and resolve all disputes arising under this Article IIIB, Section 4 in
3 accordance with the provisions of Article VIII.

4 5. **Rights to Unused Groundwater Storage Capacity.** From time to time there may
5 exist in the Four Basins, unused storage capacity. Parties holding Base Annual Production Rights
6 pursuant to this Judgment and TVMWD for the sole purpose of storing Imported Water, shall have
7 the exclusive rights to use such storage capacity, and subject to the complete discretion of the
8 Watermaster, may sink, spread or inject water into the Four Basins Area pursuant to a Storage and
9 Recovery Agreement.

10 6. **Priorities for Use of Groundwater Storage Capacity.** In directing spreading and
11 controlling the use of groundwater storage capacity, the Watermaster shall give first priority to
12 Replenishment Water; second priority to Carryover Rights; third priority to Storage and Recovery
13 of water which is naturally tributary to the Six Basins Area; fourth priority to Storage and Recovery
14 of Imported Water, and fifth priority to Storage and Recovery of other water.

15 7. **Loss of Stored and Carryover Water.** After providing notice and opportunity to be
16 heard to any affected Party pursuant to Article IXA, if the Watermaster reasonably determines that
17 Replenishment had to be terminated or curtailed in any year, or that Replenishment Water was
18 rejected because of insufficient storage capacity, some or all of a Party's unproduced Carryover
19 Rights or Storage and Recovery rights may be deemed lost. The amount of water subject to loss shall
20 be equal to that quantity of Replenishment Water which was curtailed or rejected solely because of
21 insufficient storage capacity in the Four Basins.

22 The burden of a determination by Watermaster that rejected recharge has occurred and that
23 there shall be a loss of stored and Carryover water, shall be shared proportionately by each Party to
24 the extent the quantity of water held by each Party at the time of the loss bears to the total quantity
25 of water within each of the classification. Any losses shall be charged first to the storage of other
26 water, then to the storage of Imported Water, then to the storage of Native Water, then to Carryover
27 Water as expressly set forth below.

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- 1 a. Highest priority shall be given to Replenishment Water.
2 b. Second priority against loss shall be given to Carryover Water.
3 c. Third priority against loss shall be given to storage of Native Water.
4 d. Fourth priority against loss shall be given to storage of Imported Water.
5 e. Fifth priority against loss shall be given to storage of other water.

6 8. **Consideration of Groundwater Levels.** Watermaster shall make every reasonable
7 effort to establish water operations limits so that the spreading of Replenishment or Replacement
8 water, groundwater storage pursuant to a Storage and Recovery Agreement, or the determination of
9 Operating Safe Yield shall not cause high groundwater levels that result in material damage to
10 overlying property (not including sand and gravel excavations or operations) or cause groundwater
11 to surface above the undisturbed natural terrain.

12 C. **The Parties' Rights to Groundwater and Storage in the Two Basins.**

13 1. **Declaration of Rights.** In recognition of the remediation efforts that are likely to be
14 necessary to maximize groundwater production from the Two Basins; because of the detected high
15 nitrate concentrations and in recognition that La Verne is uniquely situated to remedy these water
16 quality conditions and exploit future opportunities; because of the minimal hydrologic
17 communication between the Four Basins and Two Basins, and in furtherance of a complete and total
18 physical solution for the Six Basins Area, La Verne shall have the right to produce as much
19 groundwater as it may reasonably withdraw from the Two Basins Area on an annual basis so long
20 as it does not substantially injure the rights of any other Party.

21 2. **Storage and Recovery.** La Verne has the sole right to use available storage capacity
22 in the Two Basins in its complete discretion for the Storage and Recovery of groundwater so long
23 as it does not cause substantial injury to any other Party. La Verne shall not be required to obtain a
24 Storage and Recovery Agreement from the Watermaster for Storage and Recovery programs carried
25 out within the Two Basins Area provided that (i) such production or use of storage capacity shall not
26 cause substantial injury to any other Party and (ii) La Verne provides 60 (sixty) days' advance written
27 notice to Watermaster before initiating such a Storage and Recovery program.

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1 **3. Transferability of Rights.** Subject to the limitations set forth in Article III A,
2 Section 7, La Verne's right to produce groundwater from the Two Basins Area may be transferred,
3 in whole or in part, among existing Parties or to any other person that becomes a Party, on either a
4 temporary or permanent basis provided that no Party is substantially injured by the Transfer. The
5 permanent Transfer of the right to produce groundwater from the Two Basins Area shall not be
6 effective until approved by Watermaster.

7 **D. Rights and Responsibilities of PVPA.**

8 **1. Spreading Operations.** PVPA and the other Parties have negotiated a Supplemental
9 Memorandum of Agreement, attached hereto as Exhibit "C". This Supplemental Memorandum of
10 Agreement and all modifications or amendments thereto shall include a provision for Watermaster's
11 indemnity of PVPA for all Replenishment activities undertaken by PVPA at the direction of the
12 Watermaster. Within sixty (60) days of entry of this Judgment, Watermaster and PVPA shall execute
13 the Agreement. Upon execution, the Agreement shall become part of the Physical Solution. PVPA
14 shall not be required to execute a Storage and Recovery Agreement with Watermaster for its
15 Replenishment activities carried out under the direction of the Watermaster. The Spreading
16 operations conducted by PVPA may result in incidental Replenishment to the Two Basins Area and
17 none of the Parties have a right to object thereto. This Replenishment is authorized under the
18 Judgment.

19 **2. Waiver of Claims Against PVPA.** The Parties expressly waive any and all claims
20 against PVPA arising from facts, conditions or occurrences in existence before the Effective Date and
21 arising from PVPA's spreading operations including but not limited to water quality degradation,
22 subsurface infiltration, high groundwater or groundwater Overdraft within the Six Basins Area.

23 **E. Non-parties.**

24 **1. Minimal Producers.** Minimal producers are not bound or affected by this Judgment.
25 No person may produce twenty-five acre feet or more in any Year without becoming a Party.

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1 2. **Parties' Rights Versus Non-parties Reserved.** The Parties expressly reserve all
2 rights, without limitation, concerning any and all claims raised by persons not a Party to this
3 Judgment as provided in Article IV C Section 1.

4 **IV. REMEDIES**

5 A. **Injunctions.**

6 1. **Injunction Against Unauthorized Production.** Each and every Party, its officers,
7 agents, employees, successors and assigns is enjoined and restrained from producing water from the
8 Six Basins except as authorized herein.

9 2. **Injunction Against Unauthorized Storage.** Each and every Party, its officers,
10 agents, employees, successors and assigns is enjoined and restrained from storing water in the Six
11 Basin Area except as authorized herein.

12 3. **Injunction Against Unauthorized Replenishment.** Each and every Party, its
13 officers, agents, employees, successors and assigns is enjoined and restrained from replenishing water
14 in the Six Basin Area except as authorized herein.

15 B. **Continuing Jurisdiction**

16 1. **Jurisdiction Reserved.** Full jurisdiction, power and authority are retained by and
17 reserved to the Court upon the application of any Party, by a motion noticed in accordance with the
18 review procedures of Article XIA, Section 6 hereof, to make such further or supplemental order or
19 directions as may be necessary or appropriate for interpretation, enforcement or implementation of
20 this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to
21 the provisions thereof consistent with the rights herein decreed; provided that nothing in this
22 paragraph shall authorize a reduction of the Base Annual Production Right of any Party except
23 pursuant to a Transfer.

24 2. **Intervention After Judgment.** Any Non-party who proposes to produce
25 Groundwater from the Six Basins Area in an amount equal to or greater than 25 acre feet per Year,
26 may seek to become a Party to this Judgment through (a) a stipulation for intervention entered into
27 with Watermaster or (b) any Party or Watermaster filing a complaint against the Non-party requesting
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1 that the Non-party be joined in and bound by this Judgment. Watermaster may execute said Stipu-
2 lation on behalf of the other Parties herein, but such stipulation shall not preclude a Party from
3 opposing such intervention at the time of the Court hearing thereon. A stipulation for intervention
4 must thereupon be filed with the Court, which will consider an order confirming said intervention
5 following thirty (30) days' notice to the Parties. Thereafter, if approved by the Court, such intervenor
6 shall be a Party bound by this Judgment and entitled to the rights and privileges accorded under the
7 Physical Solution herein, including a Base Annual Production Right in an amount equal to its average
8 annual production in the twelve-year period beginning on January 1, of 1985 and ending on
9 December 31, 1996, or any Base Annual Production Right it may obtain by a transfer.

10 C. Reservation of Other Remedies.

11 1. Claims By and Against Non-parties. Nothing in this Judgment shall expand or
12 restrict the rights, remedies or defenses available to any Party in raising or defending against claims
13 made by any Non-party. Any Party shall have the right to initiate an action against any Non-party
14 to enforce or compel compliance with the provisions of this Judgment.

15 2. Claims Between Parties on Matters Unrelated to the Judgment. Nothing in this
16 Judgment shall either expand or restrict the rights or remedies of the Parties concerning subject
17 matter which is unrelated to the quantity and quality of groundwater allocated and equitably managed
18 pursuant to this Judgment other than as provided in Article IIIA, Section 1.

19 3. Groundwater Levels. Except as expressly provided herein, nothing in this Judgment
20 shall either expand or restrict the rights or remedies at law that any Party may have against any other
21 Party for money damages to real or personal property resulting from high groundwater or defenses
22 thereto for events or occurrences after the Effective Date.

23 V. WATERMASTER

24 A. Composition, Voting and Compensation. The Watermaster shall be a committee
25 composed of one representative of each of the following Parties, and each representative shall have
26 the authority to cast the indicated number of votes on any question before the committee:

27 City of La Verne 5 votes

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1	City of Pomona	5 votes
2	City of Upland	5 votes
3	Southern California Water Company	5 votes
4	City of Claremont	2 votes
5	TVMWD	2 votes
6	PVPA	2 votes
7	Simpson Paper	1 vote
8	Pomona College	1 vote
9	San Antonio	1 vote

10 Committee representatives having the combined authority to cast twenty votes shall constitute a
11 quorum for the transaction of affairs of Watermaster and seventeen affirmative votes shall be required
12 to constitute action by Watermaster. Representatives shall be compensated for their services by their
13 respective appointing authorities. Representatives may be reimbursed by Watermaster for out of
14 pocket expenses incurred on authorized Watermaster business.

15 **B. Nomination and Appointment Process.** Each of the Parties named in Article VA,
16 above, shall within thirty (30) days of entry of this Judgment submit to the Court its nominees for its
17 representative member of the Watermaster Committee and one alternate and the Court shall in the
18 ordinary course confirm the same by an appropriate order of appointment. Once appointed
19 representatives and their alternates shall normally serve until a replacement is designated by the Party
20 or until removed by the Court. If a representative or alternate is no longer willing or able to serve
21 for any reason the Party represented by such member or alternate shall promptly submit a
22 replacement for the member or their alternate. There shall be no need for replacement representative
23 members or alternates to be approved by the Court. In its annual report to the Court, Watermaster
24 shall update the list of its representative members and alternates.

25 **C. Succession.** For the purpose of determining whether a permanent Transfer of a Base
26 Annual Production Right shall affect whether a Party shall have a Representative on the Watermaster
27 Committee and the number of votes held by the representative, the following guidelines shall apply:

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1 1. **Partial Succession.** The permanent Transfer of less than any Party's full Base
2 Annual Production Right shall be considered a "partial" succession. A partial succession shall not
3 create any new or additional voting rights in the successor Party or require any modifications to the
4 rules and procedures under this Article V. The full Base Annual Production Right of any Party shall
5 be equal to the entire quantity of the Base Annual Production Right for that Party set forth in Exhibit
6 D on the Effective Date.

7 2. **Non-Party Successor.** A permanent Transfer of the full Base Annual
8 Production Right of any Party to a Non-Party shall automatically include the authority to cast the
9 number of votes held by the Party. In addition, the Non-Party shall succeed to all other rights and
10 responsibilities of their predecessor Party under this Judgment.

11 3. **Party Successor.** A permanent Transfer of the full Base Annual Production
12 Right between Parties shall automatically include the authority to cast a number of votes equal to the
13 greater of: (a) the number of votes indicated for the acquiring Party on the Effective Date or (b) the
14 number of votes indicated for the Party whose Base Annual Production Right has been acquired at
15 the time the Transfer is approved by the Watermaster. The number of votes equal to the lesser of 3(a)
16 or 3(b) shall be extinguished. The acquisition of one Party's full Base Annual Production Right by
17 another Party shall not cause a change in the number of votes required to constitute a quorum or to
18 take an action under this Article. However, in the event more than two votes are eliminated, any
19 Party or the Watermaster upon its own motion, may petition the Court to revise the required number
20 of votes to constitute a quorum or to take action under this Judgment.

21 **D. Powers and Duties.** Subject to the continuing supervision and control of the Court
22 and the limitations set forth in this Judgment, Watermaster shall have and may exercise the following
23 express powers, and shall perform the following duties, together with any specific powers, authority
24 and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the
25 Court in the exercise of its continuing jurisdiction:

- 26 1. Developing, Maintaining and Implementing the Operating Plan.
- 27 2. Adopting Rules, Regulations, Procedures, Criteria and Time Schedules.

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- 1 3. Acquiring or Investing in Facilities or Facility Improvements.
- 2 4. Acquiring or Investing in Monitoring Facilities.
- 3 5. Inspecting and Testing Measuring Devices.
- 4 6. Levying Assessments
- 5 7. Requiring the Acquisition of and Recharge of Replacement Water.
- 6 8. Contracting for Necessary Services. (Including the execution of agreements regarding
- 7 spreading and groundwater modeling.)
- 8 9. Employing Agents, Experts and Legal Counsel provided that Watermaster shall not
- 9 contract with or otherwise engage a Party with a Base Annual Production Right to
- 10 perform directly or indirectly, administrative services. However, this limitation shall
- 11 not apply to spreading services under Exhibit C, and meter reading.
- 12 10. Adopting an annual budget for monitoring and reporting legal and administrative
- 13 costs.
- 14 11. Managing Watermaster Funds.
- 15 12. Cooperating with Federal, State and Local Agencies.
- 16 13. Entering and Administering Storage and Recovery Agreements.
- 17 14. Maintaining a Notice List.
- 18 15. Reporting Annually to the Court.
- 19 16. Engaging in Dispute Resolution.
- 20 17. Prosecuting litigation against Non-parties in furtherance of the Judgment.
- 21 18. Limiting groundwater production to Operating Safe Yield during a Water Shortage
- 22 Emergency.

23 **E. Organization and Meetings.** At its first meeting in each Year Watermaster shall elect
 24 a chair, vice chair, secretary and treasurer and such other officers as may be appropriate. Watermaster
 25 shall hold regular meetings at places and times specified in its rules and regulations, and may hold
 26 such special meetings as may be required. Watermaster shall provide notices of all regular and special
 27 meetings to all parties and any person requesting notice in writing. Any meeting may be adjourned
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1 to a time and place specified in the order of adjournment. Meetings shall be conducted to the extent
2 practicable in accordance with the provisions of the California Open Meetings Law ("Brown Act")
3 *California Government Code Section 54950*, et seq as it may be amended from time to time.

4 F. **Limits on Assessments.** Watermaster shall not have the authority to levy assessments
5 beyond those specifically described herein.

6 **VI. PHYSICAL SOLUTION FOR THE SIX BASINS AREA**

7 **A. General Purposes and Objectives.**

8 1. **Physical Solution is Consistent With the Public Interest.** The Physical Solution
9 is consistent with each Party's full enjoyment and the reasonable exercise of its respective water
10 rights will not materially injure the interests of any Parties and will promote coordinated groundwater
11 management with due regard for the environment and it is therefore consistent with the public interest
12 and the reasonable and beneficial use of water.

13 2. **Balance of Equities.** This Physical Solution constitutes a legal and practical means
14 for balancing the needs of the Parties for a reliable water supply, providing an appropriate incentive
15 for remediation of poor water quality conditions, managing the available groundwater storage
16 capacity to protect against loss of available groundwater and against damage from high groundwater
17 levels with due regard for the environment .

18 3. **Flexibility.** It is essential that this Physical Solution provides maximum flexibility
19 so that the Watermaster and the Court may be free to adapt and accommodate future changed
20 conditions or new institutional or technological considerations. To that end the Court's retained
21 jurisdiction may be utilized to augment or adjust the Physical Solution without adjustment to a Party's
22 Base Annual Production Right.

23 **B. Guidelines for Operation of Four Basins Area.**

24 All production, replenishment, replacement, and Storage and Recovery of water in the Four
25 Basins Area must be conducted pursuant to the Operating Plan adopted by Watermaster in accordance
26 with the principles and procedures contained in this Judgment. The following general pattern of
27 operations is contemplated:
28

1 1. **Replenishment.** Groundwater will be replenished pursuant to Exhibit "E" or under
2 any other replenishment program or activity to the extent water which is naturally tributary to the Six
3 Basin Area, is available for that purpose and can safely be spread.

4 2. **Storage and Recovery.** Other Native Water, imported water or other water may be
5 stored and recovered pursuant to Storage and Recovery Agreements.

6 3. **Operating Safe Yield.** Watermaster will annually, not later than September 15,
7 establish the Operating Safe Yield for the Four Basins for the following Year, taking into
8 consideration the amount of water in storage and the need to control water table elevations.
9 Watermaster shall review the condition of the Four Basins at least quarterly during the Year and may
10 make any appropriate adjustments of the Operating Safe Yield.

11 4. **Production.** In any Year, each Party will be free to produce its share of the Operating
12 Safe Yield, including any Carryover Rights or Transfers, plus any water authorized to be recovered
13 pursuant to a Storage and Recovery Agreement. Except upon Transfer, no change shall be made to
14 any Party's Base Annual Production Rights.

15 5. **Replacement Water.** Notwithstanding any limitation contained in this Judgment, a
16 Party may produce and export water from the Four Basins in excess of its Base Annual Production
17 Right and its share of the Operating Safe Yield, plus unused Carryover rights and recoverable
18 groundwater pursuant to an approved Storage and Recovery Agreement, subject to the requirement
19 to provide Replacement Water in the manner set forth herein.

20 a. **Obligation to Provide Replacement Water.** To the extent a Party's
21 production in the Four Basins or in any basin exceeds that Party's share of the Operating Safe Yield,
22 plus unused Carryover rights and recoverable groundwater pursuant to an approved Storage and
23 Recovery Agreement, the Party shall arrange for delivery of Replacement Water in an amount equal
24 to the Party's excess production by any of the following: (i) acquiring Replacement Water directly
25 from TVMWD except Upland which may also acquire Replacement Water from the Inland Empire
26 Utilities Agency ("the Empire"); (ii) arranging for delivery of a Native water supply other than
27 Replenishment Water; or (iii) paying a Replacement Water Assessment to Watermaster for the
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1 purpose of acquiring Replacement Water directly from TVMWD except as to Upland for which
2 Watermaster may acquire replacement water from the Empire.

3 **b. In Lieu Procedures.** Replacement Water may be supplied through In-Lieu
4 Procedures, spreading or other method at a place, time and manner, acceptable to Watermaster, for
5 a price and upon terms to be determined by TVMWD except as to Upland for which the price and
6 terms may be determined by the Empire.

7 **c. Replacement Water Assessment.** Watermaster will use Replacement Water
8 Assessment proceeds to acquire Replacement Water from TVMWD, or as to Upland, the Empire.

9 **6. Development, Maintenance and Implementation of the Operating Plan.** Water-
10 master is directed to maintain and implement the Operating Plan such that Production, Replenishment
11 and Storage and Recovery of water are consistent with and implement the purpose and objectives of
12 the Physical Solution herein. The Operating Plan shall include rules, regulations, procedures, criteria,
13 and time schedules, as appropriate, for at least the following elements:

- 14 a. Establishing and adjusting the Operating Safe Yield.
- 15 b. Replenishment.
- 16 c. Execution of supplemental agreements with PVPA regarding spreading
17 grounds and the funding thereof.
- 18 d. Acquisition and delivery of Replacement Water.
- 19 e. Standard terms and conditions of Storage Agreements.
- 20 f. Replenishment, replacement and storage limits needed to protect against high
21 groundwater levels.
- 22 g. Remediation of water quality problems.
- 23 h. Monitoring systems and protocols, including such for groundwater levels.
- 24 i. Monitoring, reporting and verification programs.
- 25 j. Transfers.
- 26 k. Annual budgets.
- 27 l. Financial management.
- 28

1 m. Reporting to the Court.

2 n. Levying Assessments.

3 7. **Initial Operating Plan.** Within six months of the effective date of this Judgment
4 Watermaster shall submit to the Court for approval an initial Operating Plan. An outline of the Initial
5 Operating Plan is attached as Exhibit "G."

6 8. **Annual Review of the Operating Plan.** Watermaster shall review the Operating Plan
7 at least annually and, subsequent to each such review, submit to the Court for its approval any
8 proposed amendments or revisions.

9 9. **Replenishment.** PVPA and Pomona historically augmented the Native Safe Yield
10 within the Four Basins Area through replenishment programs or activities. For many years these
11 replenishment programs or activities have resulted in the spreading and percolation of native waters
12 originating in the San Antonio Canyon and Evey Canyon. To the extent such waters have been
13 historically spread, they comprise a portion of the Safe Yield and Operating Safe Yield subject to
14 management under this Physical Solution.

15 a. All Replenishment shall be at the direction of the Watermaster.

16 b. At the direction and sole discretion of the Watermaster PVPA shall, pursuant
17 to the Memorandum of Agreement set forth in Exhibit "C" or any subsequent
18 amendments thereto, continue to spread such native waters as it receives.

19 c. Unless it is acting for the benefit of another Party pursuant to a Storage and
20 Recovery Agreement approved by the Watermaster, except for Replacement Water,
21 all water PVPA spreads, sinks or injects shall be considered Replenishment and shall
22 comprise a portion of the Operating Safe Yield.

23 d. Although Pomona has no continuing obligation to spread or replenish, all
24 waters spread in excess of its "historical replenishment" shall not be considered
25 Replenishment and a part of the Operating Safe Yield of the Four Basins Area. The
26 "historical replenishment" of Pomona shall be equal to a twelve (12) year annual
27 average for the twelve (12) years immediately preceding the filing of the complaint
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1 (1985-1996), which is determined to be one-hundred and thirty) acre feet. All water
2 Pomona spreads, sinks or injects, or causes to be spread, sunk or injected (collectively
3 augmentation) in excess of the historical replenishment shall not be considered a
4 portion of the Operating Safe Yield, and shall not be allocated among the Parties
5 pursuant to their Base Annual Production Rights. Pomona shall be entitled to produce
6 such excess quantity in addition to its Base Annual Production Right under a pre-
7 approved Storage and Recovery Agreement as provided in Article VIA, Section 10
8 in a form substantially similar to Exhibit F hereto, which is ordered to be executed by
9 Watermaster and Pomona within sixty (60) days from the Effective Date.
10 Measurement of Pomona's rights to recover water under any Storage and Recovery
11 Agreement shall be administered as follows:

- 12 i. Pomona shall be entitled to recover the amount by which its
13 augmentation of water over the twelve (12) year period ending with
14 the current year exceeds 1,560 acre feet.
- 15 ii. If less than twelve (12) years have elapsed since the effective date of
16 this Judgment, Pomona shall have the right to recover the amount by
17 which the total number of acre feet of groundwater augmented by
18 Pomona exceeds one hundred thirty (130) acre feet times the number
19 of years elapsed.
- 20 iii. The amount in excess of Pomona's historical replenishment may be
21 recovered by Pomona as provided in the Storage and Recovery
22 Agreement.

23 **10. Storage and Recovery Pursuant to Storage and Recovery Agreements.**

24 Watermaster may enter a Storage and Recovery Agreement with any Party holding a Base Annual
25 Production Right or TVMWD so long as the Storage and Recovery of groundwater will not cause an
26 unreasonably high groundwater table and physical damage. A Storage and Recovery Agreement
27 shall contain uniform terms and conditions as set forth in the Operating Plan and may also contain
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1 special terms and conditions as deemed appropriate by Watermaster. Water that may be stored
2 pursuant to a Storage Agreement includes any water other than Replenishment Water including
3 augmentation in excess of historical replenishment as expressly set forth under Article VIB, Section
4 9.

5 **11. Special Projects.** Any Party may propose for Watermaster approval, special projects
6 including projects for controlling water levels or for remediation of water quality problems. Any such
7 proposal shall be accompanied by an analysis that identifies the benefits of the project as well as any
8 potential adverse impacts on any Party and any proposed mitigation measures. After notice to all
9 Parties, if any Party files a written objection to the proposed project, Watermaster shall hold a hearing
10 to determine whether the objections to the proposed project can be resolved. If there are no
11 objections or if objections are resolved to the satisfaction of the Parties or if Watermaster determines
12 that the objections are without merit, then Watermaster shall approve the proposed project.
13 Groundwater produced under authorization as a Special Project shall not be eligible for the accrual
14 of Carryover Rights unless authorized by Watermaster.

15 **12. Temporary Surplus Groundwater.** From time to time it may be in the best interest
16 of the Parties, for the control of high groundwater, water quality remediation or other reasons, to
17 produce groundwater over and above the then declared Operating Safe Yield. Therefore, from time
18 to time, the Watermaster may declare a Temporary Surplus of groundwater to be available for
19 production. The Parties' rights to the Temporary Surplus shall be in the same percentages as the Base
20 Annual Production Right bears to the Operating Safe Yield. A Party's rights to temporary surplus
21 shall not be eligible for the accrual of Carryover Rights set forth in Article IIIB, Section 2.

22 **C. Guidelines for Operation of the Two Basins Area.** All Production, Replenishment
23 and Storage and Recovery rights for groundwater in the Two Basins Area are reserved to La Verne.
24 However, La Verne's Production, Replenishment and Storage and Recovery of groundwater must not
25 substantially injure other Parties.

26 **1. Replenishment.** La Verne shall have sole and complete discretion in the operation
27 of Replenishment programs in the Two Basins Area provided that no other Party is substantially
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1 injured by the program. La Verne shall provide written notice to Watermaster sixty (60) days in
2 advance of any Replenishment program being undertaken.

3 **2. Storage and Recovery.** La Verne shall have sole and complete discretion in the
4 operation of a Storage and Recovery program in the Two Basins Area provided that no other Party
5 is substantially injured by the program. La Verne shall provide written notice to Watermaster sixty
6 (60) days in advance of any Storage and Recovery program being undertaken. La Verne shall
7 annually report the quantity of groundwater stored pursuant to a Storage and Recovery Program in
8 the Two Basins Area.

9 **3. Production.** La Verne shall have sole and complete discretion to produce
10 groundwater from the Two Basins Area provided that no other Party is substantially injured by such
11 production. La Verne shall report its groundwater production to the Watermaster on a monthly basis.

12 VII. ASSESSMENTS

13 A. Ground Rules

14 **1. Authorization.** Subject to the continuing supervision of the Court and the limitations
15 set forth in the Judgment, Watermaster is authorized to levy assessments to fund Replacement Water
16 acquisition costs, administrative costs and other costs determined by Watermaster to be necessary for
17 the implementation of the physical solution.

18 **2. Assessment Spread.** Excluding Replacement Water Assessments, all assessments
19 levied by the Watermaster shall be spread such that Claremont, Pomona College and TVMWD
20 (collectively, the "Minor Parties") shall each individually be assessed three and one half (3.5) percent
21 of the total assessment, and eighty-nine and one half (89.5) percent of the total assessment is spread
22 among La Verne, Pomona, Upland, San Antonio, West End, ~~Simpson~~ and SCWC (collectively, the
23 "Major Parties") in proportion to their then-current holdings of Base Annual Production Rights,
24 provided that for assessments other than for Replacement Water or administration (a) the total amount
25 spread among Minor Parties shall not exceed sixty-thousand \$60,000, escalated, in any year without
26 their unanimous consent and (b) the total amount spread among the Major Parties in any year shall
27 not exceed ten dollars (\$10.00), escalated, per acre foot of their Base Annual Production Rights

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1 without their unanimous consent. "Escalated" shall mean an annual adjustment in the specified dollar
2 value based upon the Consumer Price Index for Southern California in the immediately preceding
3 Year. No escalation adjustment shall be made until the Judgment has been in effect for twelve
4 consecutive calendar months. PVPA shall not have any obligation to pay any assessments.

5 **3. Administrative Assessment.** Watermaster is authorized to levy an annual assessment
6 that is sufficient to fund the costs of administering the Judgment. The administrative assessment shall
7 not exceed the cost of Watermaster's administrative budget and shall be due and payable according
8 to a schedule established by Watermaster. The administrative assessment for the first Year following
9 entry of Judgment shall be \$8.00 ^{per AF} and shall be due and payable on January 15, 1999. Late payment
10 shall bear an interest penalty to be established annually by Watermaster. (*escalated?*)

11 **4. Replacement Water Assessments.** To the extent Watermaster must acquire and
12 recharge the groundwater with Replacement Water pursuant to the terms of this Judgment, in order
13 to fund the costs thereof, Watermaster is authorized to levy Replacement Water Assessments.
14 Replacement Water Assessments levied against any Party shall be sufficient to pay the costs to
15 replace such Party's production in excess of the sum of such Party's share of the Operating Safe Yield,
16 any Carryover Right or Transfers and any storage recovery, Production of Temporary Surplus or
17 pursuant to Special Project authorization, during the prior Year, minus any Replacement Water
18 provided to Watermaster by the Party. Any Replacement Water Assessment shall be paid within
19 sixty (60) days from the date of the written invoice from Watermaster.

20 **VIII. DISPUTE RESOLUTION**

21 **A. Entity for Resolution of Dispute.** All disputes arising under this Judgment initially
22 shall be submitted to Watermaster for resolution in accordance with the provisions of this Article.

23 **B. Determination Regarding Substantial Injury.** Any Party having a right to be
24 protected against "substantial injury" caused by any other Party; the right to proceed so long as not
25 causing substantial injury to another party; or any other claim, right or remedy against any other
26 Party arising under the provisions of this Judgment may file a written request with the Watermaster
27 to hold a hearing.

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1 C. **Notice and Hearing.** Upon receipt of the written request, Watermaster shall provide
2 written notice to each Party which generally describes the nature of the dispute. Thereafter,
3 Watermaster shall cause an item to be placed on the agenda for the next regularly scheduled meeting
4 of the Watermaster or if requested by the moving Party, call a special meeting for the purpose of
5 providing a full hearing of the dispute and providing the interested Parties with notice and
6 opportunity to be heard. No later than 30 days following the conclusion of the hearing(s)
7 Watermaster shall issue a written decision which is dispositive of the dispute and which is supported
8 by written findings. Any Party may seek review of an adverse decision of the Watermaster in
9 accordance with the provisions of Article IX.

10 **IX. ADDITIONAL PROVISIONS**

11 **A. Procedure**

12 **1. Designation of Address for Notice and Service.** Each Party shall designate the name
13 and address to be used for purposes of all subsequent notices and service herein, either by its
14 endorsement on the Stipulation for Judgment or by a separate designation to be filed within thirty
15 (30) days after Judgment has been entered. Said designation may be changed from time to time by
16 filing a written notice of such change with Watermaster. Any Party desiring to be relieved of
17 receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by
18 Watermaster. Watermaster shall maintain at all times a current list of Parties to whom notices are
19 to be sent and their address for purposes of service. Watermaster shall also maintain a full current
20 list of names and addresses of all Parties or their successors, as filed herein. Copies of such lists shall
21 be available to any person. If no designation is made, a Party's designee shall be deemed to be, in
22 order of priority: (i) the Party's attorney of record; (ii) if the Party does not have an attorney of
23 record, the Party itself at the address on the Watermaster list.

24 **2. Service of Documents.** Delivery to or service upon any Party by Watermaster, by any
25 other Party, or by the Court, of any document required to be served upon or delivered to a Party under
26 or pursuant to this Judgment shall be deemed made if made by deposit thereof (or by copy thereof)

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1 in the mail, first class postage prepaid, addressed to the designee of the Party and at the address
2 shown in the latest designation filed by that Party.

3 **3. Recordation of Notice.** Within sixty (60) days following entry of this Judgment,
4 Watermaster shall record in the office of the County Recorder of the Los Angeles and San Bernardino
5 Counties a notice substantially complying with the notice content requirements set forth in *Section*
6 *2529 of the California Water Code* as it exists on the Effective Date.

7 **4. Judgment Binding on Successors.** Subject to specific provisions hereinbefore
8 contained, this Judgment and all provisions thereof are applicable to and binding upon and inure to
9 the benefit of not only the Parties to this action, but also to their respective heirs, executors,
10 administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in
11 fact of any such Persons.

12 **5. Costs.** No Party stipulating to this Judgment shall recover any costs or attorneys fees
13 in this proceeding from another stipulating Party. In any future proceedings, the costs of notice or
14 service, shall be levied in accordance with the provisions of Article XIA, Section 6.

15 **6. Review Procedures.** Any action, decision, rule or procedure of Watermaster pursuant
16 to this Judgment shall be subject to review by the Court on its own motion or on timely motion by
17 any Party, as follows:

18 **a. Effective Date of Watermaster Action.** Any order, decision or action of
19 Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to have
20 occurred on the date of the order, decision or action.

21 **b. Notice of Motion.** Any Party may, by a regularly noticed motion, petition the
22 Court for review of Watermaster's action or decision pursuant to this Judgment. The motion shall
23 be deemed to be filed when a copy, conformed as filed with the Court, has been delivered to
24 Watermaster together with the service fee established by Watermaster sufficient to cover the cost to
25 photocopy and mail the motion to each Party. Watermaster shall prepare copies and mail a copy of
26 the motion to each Party or its designee according to the official service list which shall be
27 maintained by Watermaster according to Article XIA, Section 1, a Party's obligation to serve notice
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1 of a motion upon the Parties is deemed to be satisfied by filing the motion as provided herein. Unless
2 ordered by the Court, any such petition shall not operate to stay the effect of any Watermaster action
3 or decision which is challenged.

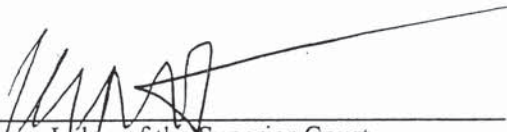
4 c. **Time for Motion.** A motion to review any Watermaster action or decision
5 shall be filed within ninety (90) days after such Watermaster action or decision, except that motion
6 to review Watermaster Assessments hereunder shall be filed within thirty (30) days of mailing of
7 notice of the Assessment.

8 d. **De Novo Nature of Proceeding.** Upon filing of a petition to review
9 Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take
10 evidence and hear argument. The Court's review shall be de novo and the Watermaster decision on
11 action shall have no evidentiary weight in such proceeding.

12 e. **Payment of Assessments.** Payment of Assessments levied by Watermaster
13 hereunder shall be made when due, notwithstanding any motion for review of Watermaster action
14 decision, rules or procedures, including review of Watermaster Assessments.

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16 B. **Entry of Judgment.** The Clerk shall enter this Judgment.

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18 Dated: DEC 18 1998 1998.

19 

Judge of the Superior Court

20 **WILLIAM J. McVITTIE**

EXHIBIT B

DESCRIPTION OF SIX BASINS AREA

The Six Basins Area lies between the San Jose Hills on the south, the Chino Basin on the east, the San Gabriel Mountains on the north and the Main San Gabriel Basin on the west. The boundaries of the Main San Gabriel Basin are set forth in the Judgment in the case of the *Upper San Gabriel Valley Municipal Water District vs. City of Alhambra, et al.*, Superior Court of the State of California, Los Angeles County, Case No. 924128, and the boundaries of the Chino Basin are set forth in the Judgment in the case of *Chino Basin Municipal Water District vs. City of Chino, et al.*, Superior Court for the State of California, San Bernardino County, Case No. 164327. The Area consists of six interconnected groundwater basins. Each basin consists of all alluvium or other water-bearing formations lying beneath the surface of the basin. The approximate boundaries of the surface of each basin are shown on EXHIBIT A and are described generally as follows:

Canyon Basin. The surface of the Canyon Basin is bounded on the south and east by the surface trace of the Sierra Madre/Cucamonga Fault and on the north and west by the surface trace of the bedrock/alluvium interface between (a) the point of intersection in Township 1 North, Range 8 West, Section 31, SBB&M, of the Sierra Madre/Cucamonga Fault with easterly boundary of the Main San Gabriel Basin and (b) the point of intersection in Township 1 North, Range 8 West, Section 20, SBB&M, of the Sierra Madre/Cucamonga Fault with the San Gabriel Mountains. The northernmost extent of the bedrock/alluvium interface is assumed to be at the southern boundary of Township 1 North, Range 8 West, Section 13, SBB&M in San Antonio Canyon.

Upper Claremont Heights Basin. The surface of the Upper Claremont Heights Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the westerly boundary of the Chino Basin, on the north by the surface trace of the Sierra Madre/Cucamonga Fault and on the west by the surface trace of the Claremont Heights Barrier.

Lower Claremont Heights Basin. The surface of the Lower Claremont Heights Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the surface trace of the Claremont Heights Barrier, on the north by the surface trace of the Sierra Madre/Cucamonga Fault on the west by the surface trace of the Thompson Wash Barrier.

Live Oak Basin. The surface of the Live Oak Basin is bounded on the south by the surface trace of the Indian Hill Fault, on the east by the surface trace of the Thompson Wash Barrier, on the north by the surface trace of the Sierra Madre/Cucamonga Fault and on the west by the easterly boundary of the Main San Gabriel Basin.

Ganesha Basin. The surface of the Ganesha Basin is bounded on the south and east by the surface of the San Antonio Fault, on the north surface trace of the Indian Hill Fault, and on the west by easterly boundary of the Main San Gabriel Basin and by the surface trace of the bedrock/alluvium interface between (a) the point of intersection in Township 1 South, Range 9 West, Section 11, SBB&M, of the easterly boundary of the Main San Gabriel Basin with the San Jose Hills and (b)

the point of intersection in Township 1 South, Range 9 West, Section 14, SBB&M, of the surface trace of the San Antonio Fault with the San Jose Hills.

Pomona Basin. The surface of the Pomona Basin is bounded on the south by the surface trace of the bedrock/alluvium boundary between (a) the intersection in Township 1 South, Range 9 West, Section 14, SBB&M, of the surface trace of the San Antonio Fault with the San Jose Hills and (b) the intersection in Township 1 South, Range 8 West, Section 19, SBB&M, of the boundary of the Chino Basin, on the north by the surface trace of the Indian Hill Fault on the west by the surface of the San Antonio Fault.

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MEMORANDUM OF AGREEMENT
BETWEEN THE POMONA VALLEY PROTECTIVE ASSOCIATION
AND WATERMASTER OF THE SIX BASINS RELATING TO
WATER SPREADING AND RELATED ACTIVITIES

THE AGREEMENT, made, entered into, and executed as of this ___ day of _____, 1999, by and between the Pomona Valley Protective Association ("PVPA"), and Watermaster of the Six Basins ("Watermaster"), relating to water spreading and related activities in connection with the Canyon Basin, the Upper Claremont Height Basin, the Lower Claremont Heights Basin, the Live Oak Basin, the Ganesha Basin and the Pomona Basin (collectively, the "Six Basins").

RECITALS

WHEREAS, the rights to groundwater in connection with the Six Basins were adjudicated by the court in an action entitled "*Southern California Water Company v. City of La Verne, et al.*" Case No. KC029152 in the Superior Court of the State of California, County of Los Angeles, (the "Judgment"); and

WHEREAS, the Judgment requires the Watermaster to determine annually an Operating Safe Yield of the Six Basins and to develop an Operating Plan, which will include the monitoring and direction of all production, replenishment, replacement and storage of groundwater in the Six Basins; and

WHEREAS, PVPA, a California corporation, formed in 1910 by various water interests in Pomona Valley, engages in water conservation activities for the benefit of its shareholders, which include the City of Upland, Southern California Water Company, the City of Pomona, Simpson Paper Co., Pomona College, the San Antonio Water Company, and the West End Water Company; and

WHEREAS, PVPA owns certain real property in and around the Six Basins area primarily consisting of two spreading grounds: the San Antonio Spreading Grounds and the Thompson Creek Spreading Grounds together with appurtenant diversion and conveyance facilities (the "Spreading Grounds" herein); and

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1 WHEREAS, in connection with its water conservation activities, PVPA has conducted
2 several technical studies of the Six Basins including the development of a numerical groundwater
3 model which assists in the prediction of the Six Basins' response to PVPA's spreading activities, and
4 is used to control the groundwater resources for the Six Basins and to mitigate high groundwater in
5 the Six Basins; and

6 WHEREAS, the parties to the Judgment have conducted additional studies including the
7 enhancement and refinement of the PVPA groundwater model.

8 NOW, THEREFORE, in consideration of mutual promises, agreements, and covenants of
9 Watermaster and PVPA collectively referred to herein as "the Parties" agree as follows:

10 **I. DEFINITIONS**

11 A. The Judgment defines certain important terms. Except as to the definitions provided
12 in this Agreement, the terms used in this Agreement which have been defined in the Judgment shall
13 have the meaning set forth in the Judgment and the definitions set forth in the Judgment are
14 incorporated herein by this reference

15 B. "Emergency" shall mean a sudden event which threatens life or property.

16 C. "Models" shall mean the spreadsheet and the basin wide models used by PVPA in
17 development of an Operating Plan and any subsequent version or improvement thereof.

18 D. "Parties" written with an upper case P, refer to the Watermaster and to PVPA.
19 Parties written with a lower case p, refer to the parties to the Judgment as defined therein.

20 **II. SPREADING GROUNDS AND SPREADING OPERATIONS**

21 A. Watermaster Direction and PVPA Reservation. PVPA shall use and operate the
22 Spreading Grounds primarily for the spreading of replenishment, replacement and storage water
23 under the direction of the Watermaster Plan. PVPA reserves the right to use the Spreading Grounds
24 for other lawful activities consistent with its water spreading activities so long as doing so does not
25 impair PVPA's ability to spread replenishment water in quantities substantially comparable to
26 historic quantities.

27 B. Impossibility and related defenses. PVPA shall not be liable, in breach or in default
28 of the Agreement if PVPA is unable, either temporarily or permanently, to perform its obligations

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1 under the Agreement for reasons beyond PVPA's reasonable control, including but not limited to,
2 acts of God, eminent domain, impossibility or impracticability of performance, interference of a
3 third party and natural disasters, including without limitation, floods, earthquakes, and fires.

4 C. PVPA Discretion. PVPA shall have discretion to make operational decisions in
5 discharging its obligation hereunder within the scope of Watermaster direction.

6 D. Common conditions of spreading. In addition to the direction of Watermaster PVPA
7 shall spread replenishment, replacement or storage waters subject to the following conditions.

8 1. Cessation of Spreading for Emergencies. PVPA reserves the right to cease
9 spreading at any time, without prior notice to Watermaster if, in the discretion of PVPA, such action
10 shall be warranted by, and in connection with, any emergency condition. PVPA will give
11 Watermaster immediate notice of any such cessation.

12 2. Water Quality. PVPA bears no responsibility for the quality of replenishment,
13 replacement or storage water or the impacts of spreading such water upon water quality of the Six
14 Basins.

15 3. High Groundwater. PVPA bears no responsibility for high groundwater due
16 to any spreading of replenishment, replacement or storage water.

17 4. Rejected water. PVPA bears no responsibility for loss of replenishment,
18 replacement or storage water which is rejected or otherwise lost.

19 5. Measurement and Reporting. Watermaster shall provide adequate measuring
20 devices to measure the spreading of replenishment, replacement and storage waters and any such
21 water rejected or lost. PVPA will keep, maintain and furnish to Watermaster on a monthly basis,
22 records of the quantities of replenishment waters spread and rejected.

23 6. Record of Deliveries and Spreading. Watermaster shall keep, maintain and
24 furnish to PVPA records of the quantities and quality of replacement or storage waters delivered
25 within 30 days following delivery of such waters. PVPA shall keep, maintain, and furnish to
26 Watermaster the quantities of replacement and storage waters spread within 30 days following
27 delivery of such water together with an estimate of the quantities of water bypassing the spreading
28 facilities, if any.

1 7. Compensation. Subject to review by the court under its continuing
2 jurisdiction in Case No. KC029152, Watermaster shall pay PVPA's actual, reasonable and necessary
3 costs incurred by PVPA in spreading replenishment, replacement and storage water. PVPA will
4 bill Watermaster such costs on a quarterly basis and such bill will include a reasonably detailed
5 accounting of such costs under generally accepted accounting principles (GAAP). Payment is due
6 upon billing. PVPA's costs may be subject to review or audit by an outside accounting firm selected
7 and paid by Watermaster (within thirty days following billing). Within thirty (30) days following
8 billing, Watermaster shall either contest the billing or accept said billing.

9 E. Replenishment water. In addition to the above, PVPA shall spread replenishment
10 water as it becomes available. PVPA has no control over the availability of replenishment waters
11 and is under no obligation to spread any specific quantity of replenishment water.

12 F. Replacement Water. In addition to the above, PVPA shall spread Replacement
13 Water on the Spreading Grounds under the following terms and conditions. Pursuant to the
14 Judgment, only qualified parties under the Judgment may store water in the Six Basins upon entry
15 into a Storage and Recovery Agreement with Watermaster. Upon request, PVPA shall spread
16 storage water under the following terms and conditions:

17 1. Terms of Delivery. Watermaster shall deliver and PVPA shall spread storage
18 water under the same terms and conditions as replacement waters.

19 2. Replacement Water Flows. PVPA will assist Watermaster in determining the
20 allowable daily rates and the duration of replacement water deliveries, based upon conditions
21 existing from time to time, including any unused capacity available at and in PVPA spreading
22 facilities.

23 3. Notice of New or Changed Replacement Water Flows. Watermaster, at least
24 seven (7) days prior to any anticipated delivery of replacement water, shall notify PVPA that water
25 will be available for transport and spreading and shall give PVPA at least forty-eight (48) hours
26 notice of any anticipated change in previously established flow rates of delivery for such water.

27 4. Spreading Grounds Limitations. PVPA may require changes in delivery flow
28 rates when, in PVPA's opinion, continued spreading (in whole or in part) cannot be carried out

1 hereunder due to operational and/or maintenance problems, including, but not limited to, trespassing,
2 insect infestations, scarification, weed abatement, and/or construction in or at PVPA's conveyance
3 and spreading facilities. When it is reasonable to do so, PVPA will give Watermaster at least twenty-
4 four (24) hours' notice of any such changes.

5 **III. OWNERSHIP AND IMPROVEMENTS OF SPREADING GROUNDS**

6 A. No Dedication. Nothing in this Agreement shall be construed as a dedication of the
7 PVPA Spreading Grounds or its facilities to Watermaster, the other parties to the Judgment, or to
8 the public use or benefit. The spreading grounds and appurtenant facilities are, and remain, the sole
9 property of PVPA. PVPA may sell, lease, or otherwise dispose of portions of its spreading grounds
10 at its own discretion but not inconsistent with this Agreement.

11 B. Spreading Grounds Improvements. Nothing in this Agreement obligates or otherwise
12 requires PVPA to construct new or additional facilities in connection with its spreading operations.
13 PVPA may at its discretion construct new or additional facilities. Watermaster may propose
14 improvements to PVPA's spreading grounds and facilities at its own expense.

15 C. Condemnation. Watermaster agrees to and does waive and disclaim any interest in
16 any award or settlement which may be made in any proceeding in eminent domain concerning all
17 or part of the Spreading Grounds whether the taking be total or partial, or for easement purposes.
18 If the taking be such as to render the Spreading Grounds totally unfit and unsuitable for the above
19 use, then, pursuant to Paragraph II.^B~~A~~, PVPA is not in default or breach.

20 **IV. GROUNDWATER MODEL**

21 A. License for use. PVPA grants Watermaster a license to use its Spreadsheet Models
22 pursuant to the terms and conditions of this agreement for the development of an Operating Plan.
23 In developing the initial operating plan, Watermaster has used PVPA's Groundwater Models. In
24 developing subsequent operating plans or revising such plans, Watermaster shall use PVPA's
25 Groundwater Models and any subsequent version or improvement thereof, or other criteria at
26 Watermaster's discretion.

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1 1. Custody of the PVPA's Groundwater Models. Watermaster shall have
2 physical custody of a copy of the model. However, PVPA shall have the right to access the Models
3 for any purpose which is not inconsistent with the Judgment or the direction of the Watermaster.

4 2. Updates to Model.
5

6 Said license shall include, following consultation with PVPA, the right to make changes,
7 modifications, improvements, updates, or refinements in or to PVPA's Groundwater Model at the
8 sole expense of Watermaster and without any contribution from PVPA.

9 B. Terms and Conditions. For daily operations, Watermaster shall be responsible for
10 keeping, maintaining and reporting on the data base necessary for use of PVPA's Groundwater
11 Models. Watermaster shall collect water level and quality data necessary, including key well levels
12 and rainfall data, to use the Groundwater Models to implement the Physical Solution. Watermaster
13 shall provide this data to PVPA by the fifteenth day of each month. PVPA shall provide
14 Watermaster readings of replenishment water spread, on a daily basis. PVPA then shall provide
15 Watermaster with a monthly report on available storage and water levels of monitoring wells.

16 1. Compensation. PVPA grants Watermaster this license at no cost other than
17 the continuing costs which may be incurred by PVPA as a result of Watermaster operating the
18 Models.

19 2. No Warranty. PVPA makes no warranty and disclaims all warranties
20 regarding PVPA's Groundwater Model and its subsequent updates or improvements.

21 3. Field Conditions. PVPA shall report to Watermaster any field conditions that
22 may have an impact on Spreading Operations.

23 **V. INDEMNIFICATION**

24 A. Watermaster Obligations. To the extent which is allowed by law, Watermaster shall
25 indemnify and hold harmless, PVPA, its officers, directors, employees, agents, and representatives
26 against any and all claims, demands, costs, and/or liabilities due to, or arising from any act or
27 omission by PVPA, its officers, directors, employees, or agents arising from any activities not
28 connected with the spreading of water under the direction of Watermaster.

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VI. INSURANCE

A. Subject to the above, PVPA shall obtain and maintain during the term of this Agreement the following insurance policies:

1. General Liability Insurance: PVPA shall maintain general liability insurance for bodily injury, property damage, personal injury, errors and omissions, and if practicable, flooding. The insurance shall be on an occurrence basis. The policy limits shall be at least \$1,000,000.

2. Property: PVPA shall obtain insurance to provide for replacement of real and personal property owned by PVPA in the event of loss by fire, flood or vandalism. This insurance shall be provided on an occurrence basis and the policy limits shall be at least \$1,000,000.

VII. MISCELLANEOUS PROVISIONS

A. Effective Date. This Agreement shall not be effective until executed by the Parties and approved by the court upon motion of Watermaster in said action in Case No. KC029152.

B. Written Amendments. This Agreement may only be modified, amended, or supplemented by a subsequent writing executed by each Party hereto and approved by the Court with jurisdiction in Case No. KC029152.

C. Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

D. Delivery of Notices. All notices permitted or required under this Agreement shall be addressed to the representative Parties at the following address, or such other address as the respective Parties may provide in writing for this purpose:

PVPA: President
Pomona Valley Protective Association
414 Yale Avenue, Suite H
Claremont, California 91711

Six Basins Watermaster As may be designated by Watermaster

1 Such Notices shall be deemed made when personally delivered or, when mailed, forty-eight
2 (48) hours after deposit in the U.S. mail, first class postage pre-paid and addressed to the Party at
3 its applicable address.

4 E. Successors and Assigns. This Agreement is binding on and shall inure to the benefit
5 of the Parties, their respective successors in interest and assigns.

6 F. Assignment. No Party shall have the right to assign its rights or delegate any of its
7 obligations hereunder without the express written consent of the other Party.

8 G. Construction. Each Party and/or its respective counsel has taken part in the
9 negotiation, drafting, and preparation of this Agreement, and, therefore, any ambiguity or
10 uncertainty in this Agreement shall not be construed against any Party. To ensure that this
11 Agreement is not construed against any Party, the Parties expressly agree that any common law or
12 statutory provision providing that an ambiguous or uncertain term will be construed against the
13 drafter of an Agreement is waived and shall not apply to the construction of this Agreement.

14 H. Entire Agreement. This Agreement embodies the entire and final Agreement and
15 understanding of the Parties pertaining to the subject matter of this Agreement, and supersedes all
16 prior Agreements, understandings, negotiations, representations, and discussions pertaining to that
17 subject matter, whether verbal or written, of the Parties. The Parties acknowledge that there are no
18 representations, promises, warranties, conditions, or obligations of any Party, or counsel (or any
19 Party), pertaining to that subject matter other than is contained in this Agreement, and that no Party
20 has executed this agreement in reliance on any representation, promise, warranty, condition, or
21 obligation, other than is contained in this Agreement.

22 I. Execution. The Parties to this Agreement acknowledge that they have executed this
23 Agreement voluntarily and without any duress or undue influence. The Parties further acknowledge
24 that they (1) have been represented by counsel of their own choice in connection with the
25 negotiation and execution of this Agreement, or have been advised to seek independent counsel of
26 their own choice prior to executing this agreement; (2) have read this Agreement in its entirety; and
27 (3) have entered into this Agreement of their own volition and not as a result of any representations
28 or advice by other Party or counsel for any other Party.

HATCH AND PARENT
EAST CARRILLO STREET
SANTA BARBARA, CA
93101-2782

1 J. Counter Parts. This Agreement may be executed in one or more counterparts, each
2 of which shall be deemed an original, but all of which together shall constitute one and the same
3 instrument. This agreement shall become effective and binding immediately upon its execution by
4 both Parties. This Agreement consists of nine (9) pages, including the signature page.

5 K. Termination. Upon motion made by either Party to this Agreement in accordance
6 with the procedures set forth in Article IX, Section A of the Judgment and approval of the Court,
7 this Agreement shall be terminated.

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DATED: _____ WATERMASTER

By:

DATED: _____ POMONA VALLEY PROTECTIVE ASSOCIATION

By:

EXHIBIT D
BASE ANNUAL GROUNDWATER PRODUCTION IN EACH BASIN, 1985- 1996
AND TOTAL BASE ANNUAL GROUNDWATER PRODUCTION, 1985- 1996
FOR EACH PARTY, AND EACH PARTY'S PERCENTAGE OF THE AGGREGATE OPERATING SAFE
YIELD FOR THE CANYON, UPPER CLAREMONT HEIGHTS, LOWER CLAREMONT HEIGHTS AND POMONA BASINS

Party	Base Annual Production, Acre Feet per Year				Total	Percentage of Aggregate Operating Safe Yield
	Canyon Basin	Upper Claremont Heights Basin	Lower Claremont Heights Basin	Pomona Basin		
City of La Verne	0	0	0	1,492	1,492	7.731
City of Pomona*	0	1,234	961	1,128	3,323	17.218
Simpson Paper	0	0	0	691	691	3.580
Southern Cal. Water Co.	56	2,895	107	3,647	6,705	34.741
City of Claremont	0	267	0	268	535	2.772
Pomona College	0	357	0	0	357	1.850
City of Upland	408	1,434	0	0	1,842	9.544
West End Consolidated Water Company	0	2,972	0	0	2,972	15.399
San Antonio Water Company	0	1,383	0	0	1,383	7.166
TOTAL	464	10,542	1,068	7,226	19,300	100.000%

* Pomona shall have the right to produce an additional 109 acre feet of groundwater per year subject to the following:

(a) Pomona shall provide at least 436 acre feet of recycled water to the property presently designated by the Los Angeles County Assessor as Assessor's Parcel Nos. 834-800-8001, 834-800-8002, 834-800-8009, 834-800-5013 and 834-800-6001.

(b) Pomona's additional production right shall be added to its Base Annual Production Right and shall be subject to all provisions of the Judgment relating to Base Annual Production Rights; provided however, such additional right shall not be subject to transfer or the water produced delivered for use outside the Pomona service area.

(c) To the extent in any year Pomona provides less than 436 acre feet of recycled water to the above described property, the additional right of Pomona shall be reduced to an amount equal to one fourth (1/4) of the amount of recycled water provided. However, no reduction shall occur to the extent the failure to deliver recycled water is the result of sudden occurrences such as storms, floods, fires, earthquakes, accidents or unexpected equipment outage) or acts or omissions of the Los Angeles County Sanitation District which impair the ability of Pomona to make recycled water deliveries.

EXHIBIT E

DESCRIPTION OF REPLENISHMENT PROGRAMS

San Antonio Spreading Grounds

Owned and operated by the Pomona Valley Protective Association (PVPA), this private facility is comprised of 600 acres of spreading grounds on both the east and west sides of San Antonio channel. The grounds consist of ditches, check levees, gates, metering stations, shallow basins and deep basins. The primary source of water for this facility is from San Antonio Creek by way of controlled releases from San Antonio Dam which is owned and operated by the U.S. Army Corps of Engineers. Water is released from the dam directly into San Antonio Flood Control Channel. Upon entering the channel, water is diverted into an underground basin where control gates allow regulated flow onto the spreading grounds. Additional sources of water include uncontrolled surface flows from adjacent properties in San Bernardino and Los Angeles Counties. The Corps coordinates its releases with PVPA. Four metering stations are used for flow measurements, and a series of ditches, check levees, gates and appurtenances allow the water to be directed into shallow and deep basins. Since 1896, PVPA has regularly spread water at its facility.

Thompson Creek Spreading Grounds

Owned and maintained by PVPA, this private facility is comprised of approximately 53 acres of spreading grounds south of Thompson Creek Dam and east of Thompson Creek. PVPA operates this facility with the cooperation of the Los Angeles County Flood Control District. The grounds consist of ditches, check levees, gates, shallow and deep basins. The sources of water for this facility are Cobal, Williams, Palmer, and Padua Creeks which are diverted to the grounds by PVPA with the cooperation of the Los Angeles County Department of Public Works through the Palmer Diversion. Surface runoff is diverted onto the grounds by way of Chicken Creek through a diversion located directly north of the grounds. PVPA's facility can also receive water from Thompson Creek Dam when the reservoir exceeds the elevation of 1625 feet above sea level. Since 1918, PVPA has spread water at this facility.

Pomona Spreading Grounds

Owned and operated by the City of Pomona, this facility is comprised of 8 acres of spreading grounds adjacent to the City's Pedley Water Treatment Plant. The City acquired this property in October 1926. The present deep basin configuration of the facility was completed in 1957. The source of water for this facility is San Antonio Creek water delivered through the Loop Merserve Canyon Water Company pipeline and Evey Canyon water. This facility also receives some local runoff. Water has been spread in this vicinity on and off since about 1897.

Live Oak Spreading Grounds

Owned and operated by the Los Angeles County Department of Public Works, this facility consists of approximately 5 acres of spreading grounds. Approximately 1.5 acres north of Baseline Road and 3.5 acres south of route 30 freeway extension. The source of water for this facility is controlled releases from Live Oak Dam and Live Oak Debris Basin. This facility was first used in the 1961-62 water year.

WATER STORAGE AND RECOVERY AGREEMENT

1. IDENTIFICATION

THIS AGREEMENT dated _____ by and between the CITY OF POMONA, a chartered municipal corporation (Pomona), and the SIX BASINS WATERMASTER, a court appointed entity established by the Los Angeles County Superior Court (Watermaster), and is based upon the following recitals.

2. RECITALS

2.1 Water rights have been adjudicated in the Six Basins Area according to the Judgment in Los Angeles County Superior Court Case No. KC 029152, entitled Southern California Water Company v. the City of La Verne.

2.2 Said Judgment establishes the Watermaster as the court empowered entity responsible for managing the Six Basins Area. Under the provisions of Paragraph VI.B.10 of the Judgment, Watermaster is authorized to enter into Storage and Recovery Agreements with any party holding a base annual production right.

2.3 Pomona is a party holding a base annual production right. In addition, Pomona has historically replenished the Six Basins Area. While Pomona is under no obligation to replenish the Six Basins Area, to the extent that it does augment groundwater supplies in excess of its historical replenishment as provided in Paragraph VI.B.9 of the Judgment, Pomona is authorized to recover such water.

2.4 Spreading and injecting or otherwise recharging groundwater in the Six Basins Area is restricted according to Paragraph IV.B of the Judgment; however, pursuant to Paragraph VI.B.10,

Watermaster is authorized to enter into storage and recovery agreements for the utilization of groundwater storage capacity and for subsequent recovery use or credit by the storing entity.

2.5 Pomona and Water master desire to enter into an agreement for the storage and recovery of water.

3. AGREEMENTS

In consideration for the mutual promises and conditions contained herein and for other valuable consideration, the parties agree as follows:

3.1 Pomona may, subject to the conditions hereinafter set forth, spread and cause to be spread water which would be stored for Pomona's account. The amount of water stored and recovered shall be all amounts it has spread or caused to be spread in the Six Basins Area in excess of 130 acre feet annually as specifically provided in Paragraph VI.B.9 of the Judgment. Without limitation on accumulations, Pomona shall acquire and retain ownership of all such storage in excess of the historical replenishment of 130 acre feet per year until such water is produced by Pomona or transferred as a credit toward any Replacement Water obligation.

3.2 Pomona shall issue a report to Watermaster on a quarterly basis indicating the amount of water which Pomona has spread. The report shall be due the last day of the month next following the end of the relevant quarter.

3.3 Recovery of water by Pomona shall be accounted for as follows:

3.3.1 The first water Pomona produces in a calendar year shall be the carryover of unused rights in accordance with Paragraph III.B.2.

3.3.2 The next such water produced shall be Pomona's Base Annual Production Right.

3.3.3 The next such water produced shall be water stored pursuant to this storage and Recovery Agreement.

3.4 This Agreement shall be effective upon court approval of the Judgment in the above-referenced case.

3.5 Any notices required hereunder may be given by mail postage prepaid and addressed as follows:

TO WATERMASTER:

TO CITY OF POMONA:

Henry Pepper, Director of Utilities
Public Works Department
City of Pomona
505 S. Garey Avenue
Pomona, CA 91769-0660

EXECUTED this _____ day of _____, 1998, at _____, CA.

CITY OF POMONA

By: _____

WATERMASTER

By: _____

EXHIBIT G

INITIAL OPERATING PLAN

1. Replenishment. PVPA shall continue to replenish the basin as it has historically done. PVPA shall curtail replenishment when the Index Water Level is at 1455 or higher, where the Index Water Level is the average of the water level elevations above Mean Sea Level for the following five Key Wells:

Upland-Foothill No. 3 (Owner: WECWC)
Mountain View No. 4 (Owner: WECWC)
Miramar No. 3 (Owner: SCWC)
College No. 1 (Owner: Pomona College)
Tunnel Well No. 3 (Owner: Pomona)

On the second Monday of each month owners of the Key Wells shall measure and report to Watermaster and to PVPA the water level elevations in the Key Wells. Water level elevations shall be measured using protocols specified by Watermaster.

2. Production Measurement and Reporting. Within 180 days following Entry of Judgment each producer shall have installed on all of its producing wells a calibrated device to measure production. Such devices shall conform to, and be regularly calibrated in accordance with, specifications developed by Watermaster. Each producer shall record the monthly production from each well in acre feet and shall report such monthly production for each well and the total for all wells for the month and for the year to date to Watermaster by not later than the third working day following the end of the month.

3. Operating Safe Yield. The initial Operating Safe Yield of the Four Basins is 24,000 acre feet per year.

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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 21 East Carrillo Street, Santa Barbara, California 93101-2782. On December 21, 1998, I served the within document:

NOTICE OF ENTRY OF JUDGMENT

by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

by placing the document listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Barbara, California as set forth below.

by causing personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth below.

by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

SEE ATTACHED LIST

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

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

Executed on December 21, 1998, at Santa Barbara, California.

Gina Lane

GINA M. LANE

HATCH AND PARENT
EAST CARRILLO STREET
SANTA BARBARA, CA
93101-2782

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Lagerlof, Senecal, Bradley and Swift
2 301 North Lake Ave., 10th Floor
Pasadena, CA 91101
3

Tom McPeters, Esq.
San Antonio Water Company
Home Savings of Am. Building, 2nd Floor
4 West Redlands Blvd.
Redlands, CA 92378

4 Art Littleworth, Esq.
Best, Best & Krieger
5 3750 University Ave.
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6

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Simpson Paper Company
1301 Fifth Ave., Suite 2800
Seattle, Washington 98101-2613

7 Burt Gindler, Esq.
Morrison & Foerster
8 555 West Fifth St.
Los Angeles, CA 90013-1024
9

10 Steven Kennedy, Esq.
Three Valleys Mutual Water District
11 1839 Commercenter Way
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12

13 Robert Hawkins, Esq.
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Newport Beach, CA 92660
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16 James Markman, Esq.
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20 Arthur Kidman, Esq.
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23 Jerome Craig, Esq.
Morrison & Foerster, LLP
24 555 West Fifth St., Suite 3500
Los Angeles, CA 90013
25

26 Keith Johnson
Allard, Shelton & O'Connor
27 319 Harvard Ave.
Claremont, CA 91711
28

HATCH AND PARENT
21 EAST CARRILLO STREET
SANTA BARBARA, CA
93101-2782

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APPENDIX H

Conservation Ordinance

ORDINANCE NO. 09-07-17

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE THREE VALLEYS MUNICIPAL WATER DISTRICT
ESTABLISHING A WATER CONSERVATION AND
WATER SUPPLY SHORTAGE PROGRAM AND REGULATIONS
FOR ITS DIRECT END SERVICE**

WHEREAS, the Board of Directors of the Three Valleys Municipal Water District finds as follows:

- A. The Three Valleys Municipal Water District ("District") is a Municipal Water District organized and operating pursuant to California Water Code Section 71000 et seq., and is also a member agency of the Metropolitan Water District of Southern California ("MWD").
- B. The District provides wholesale water service to various retail water purveyors within its jurisdictional boundaries located in the eastern portion of the County of Los Angeles, State of California, and also currently furnishes direct end water service to California State Polytechnic University at Pomona, Mt. San Antonio College, and the Boy Scouts – Firestone Reservation.
- C. A reliable minimum supply of potable water is essential to the public health, safety and welfare of the people and economy of the Southern California region.
- D. Southern California is a semi-arid region and largely dependent upon imported water supplies. A growing population, climate change, environmental concerns, and other factors in within the State and western United States, make the region highly susceptible to water supply reliability issues.
- E. Careful water management that includes active water conservation measures not only in times of drought, but at all times, is essential to ensure a reliable minimum supply of water to meet current and future water supply needs.
- F. Article X, Section 2 of the California Constitution declares that the general welfare requires that water resources be put to beneficial use, waste or unreasonable use or unreasonable method of use of water be prevented, and conservation of water be fully exercised with a view to the reasonable and beneficial use thereof.
- G. California Water Code Section 374 authorizes water suppliers to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies.
- H. California Water Code Section 71610.5 authorizes the District to undertake a water conservation program to reduce water use.
- I. On September 18, 2008, the District's Board of Directors adopted Resolution No. 08-09-609 declaring the existence of drought conditions in the San Gabriel Valley and urging greater water conservation and water efficiency by the retail water providers served by the District.
- J. On January 13, 2009, MWD's Board of Directors instituted ordinance implementation criteria as a prerequisite to eligibility for financial contribution from MWD for participation in its conservation programs.

- K. The adoption and enforcement of a water conservation and supply shortage program for the District's direct end water service is necessary to manage the District's potable water supply in the short and long-term, to avoid or minimize the effects of drought and shortage within the District's service area, and to obtain eligibility for financial contribution from MWD for participation in its conservation programs. Such a program is essential for the District to ensure a reliable and sustainable minimum supply of water for the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Three Valleys Municipal Water District as follows:

Section I. Declaration of Purpose and Intent

- a. The purpose of this Ordinance is to establish a water conservation and supply shortage program for the District's direct end water use that will reduce water consumption within the District's service area through conservation, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, maximize the efficient use of water within the District's service area to avoid and minimize the effect and hardship of water shortage to the greatest extent possible, and secure eligibility for financial contribution from MWD for participation in its conservation programs.
- b. This Ordinance establishes water conservation standards intended to maximize direct end water use efficiency at all times and further establishes three levels of water supply shortage response actions to be implemented during times of declared water shortage or declared water shortage emergency, with increasing restrictions on water use in response to worsening drought or emergency conditions and decreasing supplies.

Section II. Definitions

The following words and phrases whenever used in this Ordinance have the meaning defined in this section:

- a. **"Direct end user"** means any corporation, public or private entity, governmental agency or institution, or any other recipient of water directly from the District that is not primarily in the business of reselling such water and/or providing retail water service to any customer.
- b. **"Landscape irrigation system"** means an irrigation system with pipes, hoses, spray heads, or sprinkling devices that are operated by hand or through an automated system.
- c. **"Large landscape areas"** means a lawn, landscape, or other vegetated area, or combination thereof, equal to more than one (1) acre of irrigable land.
- d. **"Single pass cooling systems"** means equipment where water is circulated only once to cool equipment before being disposed.
- e. **"Potable water"** means water which is suitable for drinking.
- f. **"Recycled water"** means the reclamation and reuse of non-potable water for beneficial use as defined in Title 22 of the California Code of Regulations.

- g. **“Billing unit”** means the unit of water used to apply the water rates for purposes of calculating water charges to a direct end user. In this case billing units are equal to acre-feet, or 325,851 gallons.

Section III. Application

- a. The provisions of this Ordinance apply only to a direct end user of any potable water provided by the District.
- b. The provisions of this Ordinance do not apply to uses of water necessary to protect public health and safety or for essential government services, such as police, fire and other similar emergency services.
- c. The provisions of this Ordinance do not apply to the use of recycled water, with the exception of Section IV(a).
- d. The provisions of this Ordinance do not apply to the use of water by commercial nurseries and commercial growers to sustain plants, trees, shrubs, crops or other vegetation intended for commercial sale.
- e. This Ordinance is intended solely to further the conservation of water. It is not intended to implement any provision of federal, State, or local statutes, ordinances, or regulations relating to protection of water quality or control of drainage or runoff. Refer to the local jurisdiction or Regional Water Quality Control Board for information on any stormwater ordinances and stormwater management plans.

Section IV. Permanent Water Conservation Requirements – Prohibition Against Waste

The following water conservation requirements are effective and apply to a direct end user at all times during the existence of this Ordinance. Violations of this section will be considered waste and an unreasonable use of water.

- a. **Limits on Watering Hours:** Watering or irrigating of lawn, landscape or other vegetated area with potable water by a direct end user is prohibited between the hours of 9:00 a.m. and 6:00 p.m. Pacific Standard Time on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
- b. **Limit on Watering Duration:** Watering or irrigating of lawn, landscape or other vegetated area with potable water by a direct end user using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than fifteen (15) minutes watering per day per station. This subsection does not apply to landscape irrigation systems that exclusively use very low-flow drip type irrigation systems.
- c. **No Excessive Water Flow or Runoff:** Watering or irrigating of any lawn, landscape or other vegetated area by a direct end user in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited.
- d. **No Washing Down Hard or Paved Surfaces:** Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys,

by a direct end user is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device, a low-volume, high-pressure cleaning machine equipped to recycle any water used, or a low-volume high-pressure water broom.

- e. **Obligation to Fix Leaks, Breaks or Malfunctions:** Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the direct end user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than seven (7) days of receiving notice from the District is prohibited.
- f. **Re-circulating Water Required for Water Fountains and Decorative Water Features:** Operating a water fountain or other decorative water feature that does not use re-circulated water by a direct end user is prohibited.
- g. **Limits on Washing Vehicles:** Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not, by a direct end user is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device.
- h. **Drinking Water Served Upon Request Only:** Eating or drinking establishments of a direct end user, including but not limited to a restaurant, hotel, cafe, cafeteria, bar, or other public place where food or drinks are sold, served, or offered for sale, are prohibited from providing drinking water to any person unless expressly requested.
- i. **Commercial Lodging Establishments Must Provide Guests Option to Decline Daily Linen Services:** Hotels, motels, and other commercial lodging establishments and similar facilities of a direct end user must provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.
- j. **No Installation of Single Pass Cooling Systems:** Installation of single pass cooling systems by a direct end user is prohibited in buildings requesting new water service.
- k. **Restaurants Required to Use Water Conserving Dish Wash Spray Valves:** Food preparation establishments of a direct end user, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.
- l. **Reporting Mechanism - Hotline:** The District will encourage visitors, students, staff, and faculty of a direct end user to call the District's main telephone number to report violations of this Ordinance.

Section V. Level 1 Water Supply Shortage

- a. A Level 1 Water Supply Shortage exists when the District determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and a direct end user consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the District of a Level 1 Water Supply Shortage condition, the District will implement the mandatory Level 1 conservation measures identified in this section.

- b. **Additional Water Conservation Measures:** In addition to the prohibited uses of water identified in Section IV of this Ordinance, the following water conservation requirements apply to a direct end user during a declared Level 1 Water Supply Shortage:

1. **Limits on Watering Days:** Watering or irrigating of lawn, landscape or other vegetated area with potable water by a direct end user is limited to three days per week. During the months of November through March, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one day per week. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
2. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the direct end user's plumbing or distribution system must be repaired within seventy-two (72) hours of notification by the District unless other arrangements are made which will include a written plan to address the repairs.

Section VI. Level 2 Water Supply Shortage

- a. A Level 2 Water Supply Shortage exists when the District determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and a direct end user consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the District of a Level 2 Water Supply Shortage condition, the District will implement the mandatory Level 2 conservation measures identified in this section.
- b. **Additional Conservation Measures:** In addition to the prohibited uses of water identified in Sections IV and V of this Ordinance, the following additional water conservation requirements apply to a direct end user during a declared Level 2 Water Supply Shortage:
1. **Watering Days:** Watering or irrigating of lawn, landscape or other vegetated area with potable water by a direct end user is limited to two days per week. During the months of November through March, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one day per week. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
 2. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the direct end user's plumbing or distribution system must be repaired within forty-eight (48) hours of notification by the District unless other arrangements are made with the District which will include a written notification by the direct end user of a timeline of repairs.
 3. **Limits on Filling Ornamental Lakes or Ponds:** Filling or re-filling ornamental lakes or ponds by a direct end user is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed

within the water feature prior to declaration of a supply shortage level under this Ordinance.

4. **Limits on Washing Vehicles:** Using water to wash or clean a vehicle, including but not limited to, any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not, by a direct end user is prohibited except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, by high pressure/low volume wash systems, or at a commercial car washing facility that utilizes a re-circulating water system to capture or reuse water.
5. **Limits on Filling Residential Swimming Pools & Spas:** Re-filling of more than one foot and initial filling of residential swimming pools or outdoor spas with potable water by a direct end user is prohibited.

Section VII. Level 3 Water Supply Shortage – Emergency Condition

- a. A Level 3 Water Supply Shortage condition is also referred to as an “Emergency” condition. A Level 3 condition exists when the District declares a water shortage emergency pursuant to the requirements of California Water Code Sections 71640-71644 and notifies its member agencies, including a direct end user, that a significant reduction in consumer demand is necessary to maintain sufficient water supplies for public health and safety. Upon the declaration of a Level 3 Water Supply Shortage condition, the District will implement the mandatory Level 3 conservation measures identified in this section, in addition to any other restrictions, prohibitions, and/or exclusions adopted by the District’s Board of Directors in any separate ordinance declaring such emergency.
- b. **Additional Conservation Measures:** In addition to the prohibited uses of water identified in Sections IV, V, and VI of this Ordinance, the following water conservation requirements apply to a direct end user during a declared Level 3 Water Supply Shortage Emergency:
 1. **No Watering or Irrigating:** Watering or irrigating of lawn, landscape or other vegetated area with potable water by a direct end user is prohibited. This restriction does not apply to the following categories of use, unless recycled water is available and may be applied to the use:
 - i. Maintenance of vegetation, including trees and shrubs, that are watered using a hand-held bucket or similar container, hand-held hose equipped with a positive self-closing water shut-off nozzle or device;
 - ii. Maintenance of existing landscape necessary for fire protection;
 - iii. Maintenance of existing landscape for soil erosion control;
 - iv. Maintenance of plant materials identified to be rare or essential to the well-being of protected species;
 - v. Maintenance of landscape within active public parks and playing fields, day care centers, and golf course greens, provided that such irrigation does not exceed two (2) days per week according to the schedule established in Section VI(b)(1) and time restrictions in Section IV(a) and (b)(1);

- vi. Actively irrigated environmental mitigation projects.
2. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the direct end user's plumbing or distribution system must be repaired within twenty four (24) hours of notification by the District unless other arrangements are made with the District which will include written plans that include a timeline of repairs.
 3. **No New Potable Water Service:** Upon declaration of a Level 3 Water Supply Shortage Emergency condition, no new potable water service will be provided, no new temporary meters or permanent meters will be provided, and no statements of immediate ability to serve or provide potable water service (such as, will-serve letters, certificates, or letters of availability) will be issued to a direct end user, except under the following circumstances:
 - i. A valid, unexpired building permit has been issued for the project; or
 - ii. The project is necessary to protect the public health, safety, and welfare; or
 - iii. The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the District.

This provision does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one year or less.
 4. **Water Allocations and Mandatory Reductions:** The District will activate a water allocation process using a method that does not in effect penalize direct end users for prior implementation of conservation methods or installation of water-saving devices. The District will provide notice of activation of the allocation process to a direct end user pursuant to Section VIII of this Ordinance. Following the effective date of the water allocation, any direct end user using water in excess of the allocation will be subject to a penalty in the amount of double the Tier 2 rate should the water use as allocated for such direct end user fall between 101% to 115% of its individual allocations; and if the water use falls between 116% or higher, the rate will be four (4) times the Tier 2 rate for each billing unit of water in excess of the allocation.
 5. **Large Landscape Areas – Rain Sensors:** Large landscape areas of a direct end user, such as parks, cemeteries, golf course, school grounds, and playing fields, that use landscape irrigation systems to water or irrigate, must use landscape irrigation systems with rain sensors that automatically shut off such systems during periods of rain or irrigation timers which automatically use information such as evapotranspiration sensors to set an efficient water use schedule.

Section VIII. Procedures for Determination / Notification of Water Supply Shortage

The existence of Level 1, Level 2, or Level 3 Water Supply Shortage conditions may be declared by resolution of the District's Board of Directors, adopted at a regular or special public meeting held in accordance with State law. The mandatory conservation requirements applicable to Level 1, Level 2, or Level 3 conditions will take effect on the tenth day after the date the shortage level is declared. Within five (5) days following the declaration of the shortage level, the District must publish a notice of the adoption of the resolution in a newspaper used for publication of official notices that serves the District's

area. If the District activates a water allocation process, the District will provide notice of the activation by including it in the regular billing statement or by any other mailing to the address to which the District customarily mails the billing statement for fees or charges for on-going water service. A water allocation will be effective on the fifth day following the date of mailing or at such later date as specified in the notice.

Section IX. Hardship Waiver

- a. **Undue and Disproportionate Hardship:** If, due to unique circumstances, a specific requirement of this Ordinance would result in undue hardship to a direct end user that is disproportionate to the impacts to other direct end users generally, then the direct end user may apply for a waiver to the requirements as provided in this section.
- b. **Written Finding:** The waiver may be granted or conditionally granted only upon a written finding of the existence of facts demonstrating an undue hardship to property upon which water is used, that is disproportionate to the impacts to other direct end users generally.
 1. **Application:** Application for a waiver must be on a form prescribed by the District and accompanied by statement describing all of the potential, irreversible impacts limiting water use will create.
 2. **Supporting Documentation:** The application must be accompanied by photographs, maps, drawings, and other information, including a signed statement of the applicant.
 3. **Required Findings for Waiver:** An application for a waiver will be denied unless the information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the District, all of the following:
 - i. That the waiver does not constitute a grant of special privilege inconsistent with the limitations upon other similar direct end users;
 - ii. That because of special circumstances applicable to the property or its use, the strict application of this Ordinance would have a disproportionate impact on the direct end user that exceeds the impacts to other direct end users generally;
 - iii. That the authorizing of such waiver will not be of substantial detriment to adjacent properties, and will not materially affect the ability of the District to effectuate the purpose of this Ordinance and will not be detrimental to the public interest; and
 - iv. That the condition or situation of the subject property or the intended use of the property for which the waiver is sought is not common, recurrent or general in nature.
 4. **Approval Authority:** The General Manager of the District must act upon any completed application no later than fifteen (15) working days after submittal and may approve, conditionally approve, or deny the waiver. The applicant requesting the waiver must be promptly notified in writing of any action taken. Unless specified otherwise at the time a waiver is approved, the waiver will apply to the subject property during the period of the mandatory water supply shortage condition. Unless timely appealed by the applicant in

thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or is declared invalid.

Section XII. Effective Date

This Ordinance supersedes Ordinance No. 09-06-16 adopted by the District's Board of Directors on June 24, 2009, and shall take effect immediately upon its adoption.

ADOPTED this 8th day of July, 2009.

ROLL CALL

Ayes: Bowcock, Horan, Kuhn, Mendoza, Ruzicka

Noes: Alvarez

Abstain:

Absent: De Jesus



Bob G. Kuhn
President, Board of Directors

ATTEST:



Brian Bowcock
Secretary, Board of Directors

accordance with Section IX(b)(5) below, the decision of the District's General Manager will be final.

5. **Appeal:** All appeals of a decision of the District's General Manager issued pursuant to Section IX(b)(4) above must be in writing and filed with the District no later than ten (10) days after the date of the decision from which the appeal is sought. All such appeals will be heard by the District's Board of Directors. The applicant filing the appeal will be notified of the date that the District's Board of Directors will hear and consider the appeal. After consideration of the appeal, the District's Board of Directors may approve, conditionally approve, or deny the waiver. The applicant requesting the waiver must be promptly notified in writing of any action taken. Unless specified otherwise at the time a waiver is approved, the waiver will apply to the subject property during the period of the mandatory water supply shortage condition. The decision of the District's Board of Directors will be final.

Section X. Penalties and Violations

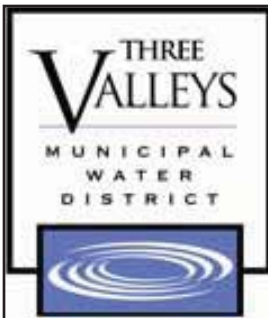
- a. **Enforcement:** In order to enforce the provisions of this Ordinance, the District may exercise any and all of the rights and remedies available under the law, including but not limited to those expressly authorized under California Water Code Section 71601.
- b. **Penalties:** In addition to all of the means of District enforcement of this Ordinance authorized herein, the penalties for failure to comply with any provisions of the Ordinance are as follows:
 1. **First Violation:** The District will issue a written warning and deliver a copy of this Ordinance by mail.
 2. **Second Violation:** A second violation within the preceding twelve (12) calendar months will be subject to prosecution. Every person convicted of an infraction for a violation of this Ordinance shall be punished upon a first conviction by a fine not exceeding fifty dollars (\$50).
 3. **Third Violation:** A third violation within the preceding twelve (12) calendar months will be subject to prosecution. Every person convicted of an infraction for a violation of this Ordinance shall be punished upon a second conviction within a period of one year by a fine not exceeding one hundred dollars (\$100).
 4. **Fourth Violation:** A fourth and any subsequent violation will be subject to prosecution. Every person convicted of an infraction for a violation of this Ordinance shall be punished upon a third or any subsequent conviction within a period of one year by a fine not exceeding two hundred fifty dollars (\$250).
- c. **Separate Offenses:** Each day that a violation of this Ordinance occurs is a separate offense.

Section XI. Severability

If any section, subsection, sentence, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of the Ordinance will not be affected. The District's Board of Directors hereby declares it would have passed this chapter and each section, subsection, sentence, clause or phrase

APPENDIX I

Water Supply Allocation Program



Three Valleys MWD

Draft

Water Supply Allocation Plan

May 2009

Introduction

The State of California and the Southern California Region is in the midst of a third consecutive year of drought and water levels in all of the state's major reservoirs are below normal. On February 27, 2009, Governor Schwarzenegger proclaimed a statewide drought and directed state agencies to take immediate action to address the drought conditions and water delivery reductions.

Critically dry conditions are affecting all of the Metropolitan Water District of Southern California (MWD) water supply sources. In addition, recent court rulings and regulatory actions have further impacted State Water Project water and supplies. These legal and regulatory developments, along with the impacts of dry conditions, have resulted in MWD's inability to meet total firm demands. As a result, an allocation of water to its Member Agencies, including Three Valleys Municipal Water District (TVMWD), will be implemented as described below.

In February 2008, in anticipation of possible water supply shortages, the MWD Board of Directors adopted the Water Supply Allocation Plan (WSAP). The WSAP provides a formula for the allocation of limited water supplies to Member Agencies should the need arise. The MWD Board of Directors, on April 14, 2009, elected to implement the WSAP with an effective date of July 1, 2009.

In response to this action by MWD, the TVMWD Water Supply Allocation Plan ("The Plan") was developed for the purpose of implementing the MWD-WSAP within the TVMWD service area in a manner that is fair and equitable to TVMWD's member agencies. The Plan is an extension of the February 2008 MWD-WSAP. All WSAP definitions, policies, principles and program provisions are incorporated here by reference and are considered to be a part of this Plan. A complete copy of the MWD adopted WSAP is available for reference from TVMWD.

The Plan is consistent with and contributes to the existing TVMWD policies and programs. For example, the Plans' principles encourage development and full utilization of local water resources and extraordinary conservation measures.

Water Supply Allocation Plan Preparation

The process to prepare this Plan has involved all TVMWD member agencies. TVMWD used a consensus-based process which included monthly member agency manager meetings to discuss the development of a plan as well as several presentations by MWD and industry consultants related to conservation efforts and water supply conditions. The following principles were used to provide guidance for the development and implementation of the TVMWD Plan.

- Overall Plan - The Plan was developed in cooperation with the TVMWD member agencies and includes all aspects of drought planning such as allocation planning and methodology, pricing and a conservation communications strategy.

- Drought Response – The plan is consistent with the MWD adopted WSAP. TVMWD will continue to work with its member agencies in an effort to coordinate the administration of the WSAP to minimize its impact on the member agencies. The Plan will be revisited every 12 months by TVMWD and its member agencies to review and revise as needed.
- Allocation Methodology – The allocation methodology is equitable, easy to administer and contains financial and pricing signals to ensure that member agencies are informed and understand the need to conserve and utilize local water supplies when possible.

During its development, it was important that the allocation methodology avoid large, uneven impacts to TVMWD member agencies. Thus, a member agency that has developed local projects and instituted conservation measures should not be penalized in the computation of the allocation. Additionally, the allocation recognizes the variance in sources of water used by the individual member agencies and adjust accordingly so as not to overly burden agencies with limited supplies.

Communication Strategy

The preparation of a regional communication strategy is included as a part of the Plan. TVMWD has been coordinating with its member agencies to develop a unified message to strengthen communication with the public about the serious nature of the ongoing drought and the actions that are needed to manage water demands and ensure a safe and reliable water supply during drought conditions.

The continuance of an ongoing, coordinated and regional public outreach program will serve to provide a clear and consistent message to the public regarding water supplies and specific conservation measures. The outreach program will recognize and support member agency communication efforts that address specific retail level allocations.

Along with the member agencies, TVMWD seeks to establish and coordinate the information that will be provided to the media, public officials and the general public. The communication message should include clear solutions – including easy and inexpensive ways to conserve. It is essential that local print and news media are fully committed to covering the current drought situation.

The communication strategy includes the following components:

- Regular meetings with member agencies and conservation partners to develop and coordinate a regional conservation message.
- Feature advertising on water conservation and conservation tips in the local newspapers.
- Distribution of information to the public about the drought along with conservation tips and available rebates.
- Participation in forums providing an education of the drought and what lies ahead at the State and local levels.

MWD / TVMWD Water Supply Allocation Quantities

TVMWD is a MWD member agency and will receive a reduced allocation of its normal water supply based on the regional shortage level implemented by the MWD Board in accordance with its adopted WSAP. The allocation methodology is based on the guiding principles and considerations described in MWD’s Drought Plan and updated through its nine-month planning process which culminated in adoption of the aforementioned MWD-WSAP in February 2008.

MWD uses a three-year (2004-06) average from actual water demand data as the baseline for its calculation of the water supply allocation for its member agencies. Only potable water supplies are counted in the baseline data, which includes imported water, groundwater and surface water.

However, after several months of discussion and review of various allocation options with its member agency managers, TVMWD and its member agencies have developed a consensus sub-allocation of water supply to TVMWD at each regional shortage level (1-10) of the MWD-WSAP. The TVMWD methodology uses the lesser of the average imported water demand from 1999-2008 or the maximum imported water demand from 2006-2008 as an initial allocation and then a pro-rata distribution of this amount (by percentage) at each regional shortage level. This method has been termed OPTION 3B and is shown below as percentage distributions.

**OPTION 3B
SUPPLY ALLOCATIONS SHOWN AS PERCENTAGE OF TVMWD ALLOCATION FROM MWD**

	Boy Scouts	Cal Poly	Covina	Glendora	GSWC (Clrmt)	GSWC (SD)	La Verne	Mt. SAC	Pomona	RWD	SWS	VHWC	WVWD
REGIONAL SHORTAGE LEVEL													
1	0.04%	0.3%	0.7%	3.4%	7.8%	12.4%	10.1%	0.9%	9.3%	19.5%	1.6%	0.0%	34.0%
2	0.04%	0.3%	0.7%	3.4%	7.8%	12.4%	10.1%	0.9%	9.3%	19.5%	1.6%	0.0%	34.0%
3	0.04%	0.3%	0.7%	3.4%	7.8%	12.4%	10.1%	0.9%	9.3%	19.5%	1.6%	0.0%	34.0%
4	0.04%	0.3%	0.7%	3.4%	7.8%	12.4%	10.1%	0.9%	9.3%	19.5%	1.6%	0.0%	34.0%
5	0.04%	0.3%	0.7%	3.4%	7.8%	12.4%	10.1%	0.9%	9.3%	19.5%	1.6%	0.0%	34.0%
6	0.04%	0.3%	0.7%	3.4%	7.8%	12.4%	10.1%	0.9%	9.3%	19.5%	1.6%	0.0%	34.0%
7	0.04%	0.3%	0.7%	3.4%	7.8%	12.4%	10.1%	0.9%	9.3%	19.5%	1.6%	0.0%	34.0%
8	0.04%	0.3%	0.7%	3.4%	7.8%	12.4%	10.1%	0.9%	9.3%	19.5%	1.6%	0.0%	34.0%
9	0.04%	0.3%	0.7%	3.4%	7.8%	12.4%	10.1%	0.9%	9.3%	19.5%	1.6%	0.0%	34.0%
10	0.04%	0.3%	0.7%	3.4%	7.8%	12.4%	10.1%	0.9%	9.3%	19.5%	1.6%	0.0%	34.0%

Allocation Penalty Rates

TVMWD will pass-through MWD’s penalty rates for usage in excess of the shortage allocation at each level. These penalty rates are shown in the table below.

TVMWD Penalty Rates			
Water Demand	Base Water Rate	Penalty Rate	Total Rate
Up to 100% of Allocation	TVMWD Tier 1 or Tier 2 (as applicable)	None	TVMWD Base Water Rate
Between 100% and 115% of Allocation	TVMWD Tier 1 or Tier 2 (as applicable)	2 x MWD Untreated Tier 2	TVMWD Base Water Rate + (2 x MWD Untreated Tier 2)
Greater than 115% of Allocation	TVMWD Tier 1 or Tier 2 (as applicable)	4 x MWD Untreated Tier 2	TVMWD Base Water Rate + (4 x MWD Untreated Tier 2)

Note: MWD Untreated Tier 2 rate for purpose of WSAP penalties is that which is in effect on June 30th (final day) of the allocation period

Once the WSAP is implemented by MWD, TVMWD’s billing process is projected to remain the same. At the end of any twelve-month allocation period (June 30th), TVMWD will receive an invoice from MWD that includes an assessment of penalties if TVMWD’s allocation has been exceeded. TVMWD will then look at the total imported water purchases based upon the monthly MWD invoices to TVMWD and determine which agencies have exceeded their individually assigned allocation. Based upon this determination, TVMWD will assess penalties in accordance with its policy on penalty rates and charges (attached). If penalties are incurred, penalty charges will be reflected during the following monthly billing period.

It should be noted that MWD has an administrative procedure for reviewing and making changes to the WSAP allocation based upon loss of local supplies and other extraordinary conditions. TVMWD will work with its member agencies and MWD to ensure that any changes to the Plan allocation are appropriately considered before penalties area assessed. Any adjustments made to TVMWD’s allocation due to a consideration or appeal, made by TVMWD to MWD on behalf of a TVMWD member agency, will be applied directly to that member agency’s allocation and not redistributed by formula to all member agencies.

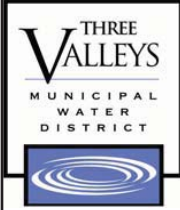
Consistent with current TVMWD practice and the requirements of the WSAP, imported water purchases will be summarized and reported to the member agencies and the TVMWD Board on a monthly basis. This information will help TVMWD and its member agencies monitor and evaluate water use demands, project annual usage and avoid WSAP penalties where possible. TVMWD will rely on the full cooperation of its member agencies to collect monthly water demand and supply information in a timely manner.

Water Supply Allocation Plan Conclusion

The principal objectives in the development of this Plan were to ensure equity and fairness throughout the TVMWD service area. However, due to the complexity of these issues and the

possibility that unforeseen circumstances may occur at the MWD and/or local level, TVMWD reserves the right to review and revise the components of this Plan as appropriate.

TVMWD and its member agencies will continue to meet monthly to monitor WSAP performance. After each 12-month period of supply allocation implementation, TVMWD and its member agencies shall have the opportunity to review and revise the Plan, as needed, in order to correct any merited inequities or to refine any administrative procedures.



THREE VALLEYS MUNICIPAL WATER DISTRICT
POLICY REGARDING WATER SALES PENALTIES

- The policy shall cover Tier 2 water purchases by TVMWD member agencies in a normal year with a Tier 1 allotment and also purchases exceeding the member agency's allocation during any of the regional shortage levels during a Water Supply Allocation Plan (WSAP) year as implemented by both MWD and TVMWD.
- TVMWD will charge a penalty to each member agency whose reconciled imported water purchases exceed its Tier 1 allotment and/or supply allocation only to the extent that TVMWD has been assessed a penalty by MWD. The penalty will be assessed based on each respective agencies pro-rated share of the TVMWD penalty, if applicable.
- Both Tier 2 and WSAP penalties will be invoiced to the affected member agency and collected by TVMWD following a one-month reconciliation process which starts at the close of the applicable 12-month period (i.e end of CY for Tier 2 and end of FY for WSAP).
- Per the current TVMWD policy regarding Tier 2 purchases, (Board adopted 11/21/07), there will be no marketing allowed between TVMWD member agencies. The same will apply for agencies exceeding their supply allocation during a shortage level as defined under the WSAP.
- TVMWD will not collect more in penalties from its member agencies than it is required to pay MWD during a given Tier 1 (calendar year) or allocation (fiscal year) period.

APPENDIX J

Resolution No. 11-05-674

Three Valleys MWD adoption of UWMP

RESOLUTION NO. 11-05-674

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
THREE VALLEYS MUNICIPAL WATER DISTRICT
ADOPTING THE 2010 REGIONAL URBAN WATER MANAGEMENT PLAN**

WHEREAS, the California Urban Water Management Planning Act requires urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually prepare and adopt, in accordance with prescribed requirements, an urban water management plan every five years; and

WHEREAS, the California Urban Water Management Planning Act specifies the requirements and procedures for adopting such Urban Water Management Plans; and

WHEREAS, the Board of Directors of Three Valleys Municipal Water District has duly reviewed, discussed and considered such Urban Water Management Plan and has determined the 2010 Regional Urban Water Management Plan to be consistent with the California Urban Water Management Planning Act and to be an accurate representation of the water resources plan for Three Valleys Municipal Water District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Three Valleys Municipal Water District that, on May 18, 2011, this District hereby adopts this 2010 Regional Urban Water Management Plan for submittal to the state of California.

PASSED AND ADOPTED this 18th day of May, 2011 by the following vote:

AYES: Bowcock, De Jesus, Goytia, Horan, Kuhn, Mendoza, Ruzicka
NOES:
ABSENT:
ABSTAIN:



Bob G. Kuhn, President
Board of Directors
Three Valleys Municipal Water District

ATTEST



Brian Bowcock, Secretary
Board of Directors
Three Valleys Municipal Water District

APPENDIX K

UWMP Checklist

Table I-2 Urban Water Management Plan checklist, organized by subject

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
PLAN PREPARATION				
4	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	10620(d)(2)		Chapter 1
6	Notify, at least 60 days prior to the public hearing on the plan required by Section 10642, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Any city or county receiving the notice may be consulted and provide comments.	10621(b)		Chapter 1 Appendix B Appendix C
7	Provide supporting documentation that the UWMP or any amendments to, or changes in, have been adopted as described in Section 10640 et seq.	10621(c)		Cover sheet (Page i)
54	Provide supporting documentation that the urban water management plan has been or will be provided to any city or county within which it provides water, no later than 60 days after the submission of this urban water management plan.	10635(b)		
55	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan.	10642		Chapter 1
56	Provide supporting documentation that the urban water supplier made the plan available for public inspection and held a public hearing about the plan. For public agencies, the hearing notice is to be provided pursuant to Section 6066 of the Government Code. The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water. Privately-owned water suppliers shall provide an equivalent notice within its service area.	10642		Chapter 1 Appendix B
57	Provide supporting documentation that the plan has been adopted as prepared or modified.	10642		Cover sheet (Page i)
58	Provide supporting documentation as to how the water supplier plans to implement its plan.	10643		Chapters 4 & 5

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
59	Provide supporting documentation that, in addition to submittal to DWR, the urban water supplier has submitted this UWMP to the California State Library and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. This also includes amendments or changes.	10644(a)		
60	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the urban water supplier has or will make the plan available for public review during normal business hours	10645		
SYSTEM DESCRIPTION				
8	Describe the water supplier service area.	10631(a)		Chapter 2
9	Describe the climate and other demographic factors of the service area of the supplier	10631(a)		Chapter 2
10	Indicate the current population of the service area	10631(a)	Provide the most recent population data possible. Use Chapter 2	Chapter 2
11	Provide population projections for 2015, 2020, 2025, and 2030, based on data from State, regional, or local service area population projections.	10631(a)	"Baseline Daily Per Capita Water Use." See Section M. 2035 and 2040 can also be provided to support consistency with Water Supply Assessments and Written Verification of Water Supply documents.	Chapter 2
12	Describe other demographic factors affecting the supplier's water management planning.	10631(a)		Chapter 2
SYSTEM DEMANDS				
1	Provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	10608.20(e)		Chapters 3 & 6
2	<i>Wholesalers:</i> Include an assessment of present and proposed future measures, programs, and policies to help achieve the water use reductions. <i>Retailers:</i> Conduct at least one public hearing that includes general discussion of the urban retail water supplier's implementation plan for complying with the Water Conservation Bill of 2009.	10608.36 10608.26(a)	Retailers and wholesalers have slightly different requirements	Chapters 5 & 6

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
3	Report progress in meeting urban water use targets using the standardized form.	10608.40		
25	Quantify past, current, and projected water use, identifying the uses among water use sectors, for the following: (A) single-family residential, (B) multifamily, (C) commercial, (D) industrial, (E) institutional and governmental, (F) landscape, (G) sales to other agencies, (H) saline water intrusion barriers, groundwater recharge, conjunctive use, and (I) agriculture.	10631(e)(1)	Consider 'past' to be 2005, present to be 2010, and projected to be 2015, 2020, 2025, and 2030. Provide numbers for each category for each of these years.	Chapter 3
33	Provide documentation that either the retail agency provided the wholesale agency with water use projections for at least 20 years, if the UWMP agency is a retail agency, OR, if a wholesale agency, it provided its urban retail customers with future planned and existing water source available to it from the wholesale agency during the required water-year types	10631(k)	Average year, single dry year, multiple dry years for 2015, 2020, 2025, and 2030.	Chapter 3
34	Include projected water use for single-family and multifamily residential housing needed for lower income households, as identified in the housing element of any city, county, or city and county in the service area of the supplier.	10631.1(a)		Chapter 3
SYSTEM SUPPLIES				
13	Identify and quantify the existing and planned sources of water available for 2015, 2020, 2025, and 2030.	10631(b)	The 'existing' water sources should be for the same year as the "current population" in line 10. 2035 and 2040 can also be provided.	Chapter 4
14	Indicate whether groundwater is an existing or planned source of water available to the supplier. If yes, then complete 15 through 21 of the UWMP Checklist. If no, then indicate "not applicable" in lines 15 through 21 under the UWMP location column.	10631(b)	Source classifications are: surface water, groundwater, recycled water, storm water, desalinated sea water, desalinated brackish groundwater, and other.	Chapter 4
15	Indicate whether a groundwater management plan been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	10631(b)(1)		Chapter 4 Appendices D-G
16	Describe the groundwater basin.	10631(b)(2)		Chapter 4
17	Indicate whether the groundwater basin is adjudicated? Include a copy of the court order or decree.	10631(b)(2)		Chapter 4 Appendices D-G

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
18	Describe the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. If the basin is not adjudicated, indicate "not applicable" in the UWMP location column.	10631(b)(2)		Chapter 4
19	For groundwater basins that are not adjudicated, provide information as to whether DWR has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition. If the basin is adjudicated, indicate "not applicable" in the UWMP location column.	10631(b)(2)	Chapter 4	Chapter 4
20	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years	10631(b)(3)		Chapter 4
21	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	10631(b)(4)	Provide projections for 2015, 2020, 2025, and 2030.	Chapter 4
24	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	10631(d)		Chapter 4
30	Include a detailed description of all water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and multiple-dry years, excluding demand management programs addressed in (f)(1). Include specific projects, describe water supply impacts, and provide a timeline for each project.	10631(h)		Chapter 4
31	Describe desalinated water project opportunities for long-term supply, including, but not limited to, ocean water, brackish water, and groundwater.	10631(i)		Chapter 4
44	Provide information on recycled water and its potential for use as a water source in the service area of the urban water supplier. Coordinate with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.	10633		Chapter 4
45	Describe the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.	10633(a)		Chapter 4

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
46	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	10633(b)		Chapter 4
47	Describe the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.	10633(c)		Chapter 4
48	Describe and quantify the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.	10633(d)		Chapter 4
49	The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected.	10633(e)		Chapter 4
50	Describe the actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.	10633(f)		Chapter 4
51	Provide a plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.	10633(g)		Chapter 4
WATER SHORTAGE RELIABILITY AND WATER SHORTAGE CONTINGENCY PLANNING ^o				
5	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	10620(f)		Chapter 5
22	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage and provide data for (A) an average water year, (B) a single dry water year, and (C) multiple dry water years.	10631(c)(1)		Chapter 5
23	For any water source that may not be available at a consistent level of use - given specific legal, environmental, water quality, or climatic factors - describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.	10631(c)(2)		Chapter 5
35	Provide an urban water shortage contingency analysis that specifies stages of action, including up to a 50-percent water supply reduction, and an outline of specific water supply conditions at each stage	10632(a)		Chapter 5

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
36	Provide an estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.	10632(b)		Chapter 5
37	Identify actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.	10632(c)		Chapter 5
38	Identify additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.	10632(d)		Chapter 5 Appendix H
39	Specify consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.	10632(e)		Chapter 5
40	Indicated penalties or charges for excessive use, where applicable.	10632(f)		Chapter 5
41	Provide an analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.	10632(g)		Chapter 5
42	Provide a draft water shortage contingency resolution or ordinance.	10632(h)		Appendix H
43	Indicate a mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.	10632(i)		Chapter 5
52	Provide information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments, and the manner in which water quality affects water management strategies and supply reliability	10634	For years 2010, 2015, 2020, 2025, and 2030	Chapter 5

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
53	Assess the water supply reliability during normal, dry, and multiple dry water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. Base the assessment on the information compiled under Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.	10635(a)		Chapter 5
DEMAND MANAGEMENT MEASURES				
26	Describe how each water demand management measure is being implemented or scheduled for implementation. Use the list provided.	10631(f)(1)	Discuss each DMM, even if it is not currently or planned for implementation. Provide any appropriate schedules.	Chapter 6
27	Describe the methods the supplier uses to evaluate the effectiveness of DMMs implemented or described in the UWMP.	10631(f)(3)		Chapter 6
28	Provide an estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the ability to further reduce demand.	10631(f)(4)		Chapter 6
29	Evaluate each water demand management measure that is not currently being implemented or scheduled for implementation. The evaluation should include economic and non-economic factors, cost-benefit analysis, available funding, and the water suppliers' legal authority to implement the work.	10631(g)	See 10631(g) for additional wording.	Chapter 6
32	Include the annual reports submitted to meet the Section 6.2 requirements, if a member of the CUWCC and signer of the December 10, 2008 MOU.	10631(j)	Signers of the MOU that submit the annual reports are deemed compliant with Items 28 and 29.	Chapter 6

^a The UWMP Requirement descriptions are general summaries of what is provided in the legislation. Urban water suppliers should review the exact legislative wording prior to submitting its UWMP.

^b The Subject classification is provided for clarification only. It is aligned with the organization presented in Part I of this guidebook. A water supplier is free to address the UWMP Requirement anywhere with its UWMP, but is urged to provide clarification to DWR to facilitate review.

